

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLEASANTON AND 10X GENOMICS, INC.

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

WHEREAS, 10x Genomics, Inc. has applied to the City for a Development Agreement concerning its PUD rezoning and development plan applications for a Planned Unit Development (PUD) Rezoning to rezone the subject parcel from C-R (p) (Regional Commercial - peripheral sites) District to PUD-C-O (Planned Unit Development – Commercial-Office) District and a PUD Development Plan to construct up to three new multi-story research and development, office and laboratory buildings totaling approximately 381,000 square feet, a parking structure, and related site improvements over multiple phases at its 1701 Springdale Avenue property, referred to as PUD-139 and P20-0973 (collectively the “Project”); and

WHEREAS, after public notice, on May 25, 2021, the Planning Commission held a hearing and recommended that the City Council make a finding of General Plan conformity for the Development Agreement; and

WHEREAS, at its meeting of June 15, 2021, the City Council reviewed the agenda report from the Director of Community Development together with a copy of the agenda report to the Planning Commission on this matter, and held duly-noticed public hearing, at which time 10x Genomics, Inc. 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 adopted a Mitigated Negative Declaration on June 15, 2021.

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

SECTION 1. Finds that the proposed development agreement is consistent with the City’s General Plan.

SECTION 2. Approves the Development Agreement between the City of Pleasanton and 10x Genomics, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the City Manager to sign the Development Agreement in generally the form shown in Exhibit A, subject to minor modifications approved by the City Manager and City Attorney.

SECTION 3. A summary of this ordinance shall be published once within fifteen (15) days after its adoption in “The Valley Times,” a newspaper of general circulation published in the City of Pleasanton, and the complete ordinance shall be posted for fifteen (15) days in the City Clerk’s office within fifteen (15) days after its adoption.

SECTION 4. This ordinance shall be effective thirty (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 June 15, 2021 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Karla Brown, Mayor

ATTEST:

Karen Diaz, City Clerk

Dated: _____

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

Exhibit A

Development Agreement

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

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

Exempt from Payment of Recording Fees Pursuant to
Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into in the City of Pleasanton, California, on this _____ day of _____, 2021, by and between the City of Pleasanton, a municipal corporation (the “City”), and 10x Genomics, Inc., a Delaware Corporation, (the “Developer”) pursuant to the authority of California Government Code §§65864 *et seq.*

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code §§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 is the owner of certain real property located in the City of Pleasanton, County of Alameda, California consisting of approximately 14.750 acres at 1701 Springdale Avenue, Pleasanton, as shown in **Exhibit A-1** (the “Property”). The Property was previously developed with a commercial retail shopping center comprised of approximately 163,500 square feet and related site improvements.

C. Developer contemplates developing up to three buildings totaling approximately 381,062 square feet, a 6-story parking garage with 1,168 stalls, surface parking for 90 stalls, and related site improvements such as landscape modifications, stormwater treatment areas, and other related improvements (the “Project”, as generally shown on the site plan on **Exhibit A-2**).

D. The Project is proposed to be developed in two to three phases: Phase 1 would include construction of Building 1, a 2- and 3-story, 150,000 square foot operations facility located on the north portion of the Property and including resurfacing of 477 parking stalls in the existing parking lot (the “Phase 1”); Phase 2 would include construction of Building 2, an up to 4-story, 115,000 square foot research and development facility located on the eastern portion of the Property, as well as removal of 400 existing surface parking stalls and construction of a 6-story 354,000 square foot parking structure (the “Phase 2”); and Phase 3 would include construction of Building 3, an up to 4-story, 116,062 square foot research and development facility located on the southeastern portion of the Property, and a 36,000 square foot surface parking lot providing 90 surface parking stalls would be constructed south of the parking structure (the “Phase 3”). The

construction of Phase 3 may occur in conjunction with Phase 2, including the combination of Buildings 2 and 3 into a single building.

E. Developer is already an important employer in the City of Pleasanton. Developer's employees currently patronize local businesses, and with the relocation of a portion of Developer's business to the Property, Developer's employees will be expected to increase patronage to the nearby Stoneridge Mall. This Project is within one half mile of the West Dublin-Pleasanton Bay Area Rapid Transit (BART) station. It is expected that many of Developer's employees will take BART to work, thereby helping to alleviate traffic congestion on City streets and Bay Area freeways.

F. CEQA Compliance. On _____ 2021, the City Council adopted a resolution approving an Initial Study/Mitigated Negative Declaration for the Project.

G. PUD Development Plan. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, preparation and consideration of an Initial Study/Mitigated Negative Declaration, the City Council, by Ordinance No. ____ approved the Planned Unit Development (PUD-____) Rezoning and Development Plan (the "Project Design Review") for the Project.

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

I. The approvals described in Recitals G and H are collectively referred to herein as the "Project Approvals" and applies to the three buildings totaling approximately 381,062 square feet, the 6-story parking garage with 1,168 stalls, surface parking for 90 stalls, and related site improvements such as landscape modifications, stormwater treatment areas, and other related improvements.

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

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

AGREEMENT

Article I. Description of Property, Effective Date and Term.

Section 1.01 Description of Property. The real property which is the subject of this Agreement is 1701 Springdale Avenue, Pleasanton, CA as described in **Exhibit A-1**. The site plan for the development of the Project on the Property is shown in **Exhibit A-2**.

Section 1.02 Effective Date. This Agreement shall become effective upon the date that both the ordinance approving this Agreement becomes effective, and the ordinance approving the PUD Rezoning and Development Plan for the Project becomes effective (the “Effective Date”).

Section 1.03 Term. The term of this Agreement shall commence on the Effective Date and extend ten (10) years thereafter (the “Term”). The City and Developer may extend the Term of the Agreement for up to an additional five (5) years.

Article II. Standards, Laws and Procedures Governing the Project.

Section 2.01 Vested Right To Develop. Developer shall have a vested right to develop the Project in substantial conformance with the terms and conditions of the Project Approvals, the Subsequent Approvals (defined below) (as and when issued), the Applicable Law (defined below) and amendments as shall, from time to time, be approved pursuant to this Agreement. Specifically, while Developer contemplates constructing the Project in accordance with the Project Design Review, Developer shall have the vested right to develop the Project with up to three buildings totaling approximately 381,062 square feet, the 6-story parking garage with 1,168 stalls, surface parking for 90 stalls, and related site improvements such as landscape modifications, stormwater treatment areas, and other related improvements in accordance with the PUD Rezoning and Development Plan referred to above.

Section 2.02 Permitted Uses. The permitted uses and the density and intensity of use of the Project; 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, as and when they are issued (but not in any limitation of any right to develop as set forth in the Project Approvals), and any Subsequent Approvals (defined below).

Section 2.03 Applicable Law. “Applicable Law” shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the Project, governing density, and governing the design, improvements, and all other City regulations, and construction standards and specifications applicable to the Project 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.

Section 2.04 Moratorium, Initiatives and Conflicting Enactments. To the extent consistent with state law (and excepting a declaration of a local emergency or state emergency as defined in Government Code §8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project or Project Approvals or Subsequent

Approvals on all or any part of the Project (“City Law”), City agrees that such ordinance, resolution or other measure shall not apply to the Project, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the Term.

Section 2.05 Life of Project Approvals or Subsequent Approvals. The term of any Project Approval or Subsequent Approval shall automatically be extended for the longer of 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 be extended by any period of time during which any applicable development or utility moratorium, Legal Challenge (defined below) or the actions of other public agencies that regulate land use, delays construction of the Project.

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

Section 2.07 Compliance with State and Federal Law. This Agreement is subject to Developer’s compliance with all applicable federal and state laws and regulations (which are in effect at the time Developer submits its application for building permits for the Project, as allowed under law) and compliance with the California Environmental Quality Act, California Public Resources Code §§21000 *et seq.* (“CEQA”).

Article III. Developer Obligations.

Section 3.01 Obligations of Developer Generally. The parties acknowledge and agree that the City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer’s agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer’s long term obligations set forth in this Agreement are in addition to Developer’s agreement to perform all the mitigation measures identified in the Project Mitigation Monitoring and Reporting Program.

Section 3.02 Contribution towards Fire Station No. 2. Developer agrees to contribute One Million Dollars (\$1,000,000.00) towards the cost of improvements and renovation of the Livermore-Pleasanton Fire Department’s Fire Station No. 2 located at 6300 Stoneridge Mall Road, Pleasanton, CA. Payment of such contribution shall be made with the issuance of the building permit for any phase of the Project where the aggregate square footage of building permits issued for the Project, exclusive of the parking structure, exceeds thirty-five percent (35%) floor area ratio for the Property, the equivalent of 222,286 gross square footage. Such contribution is intended to be used for Fire Station No. 2 capital improvements and renovation. However, Developer agrees that if such Fire Station No. 2 improvements and renovation do not commence during the term of this Agreement, the City, in its discretion, may apply the contribution to an alternative project.

Section 3.03 Development Impact Fees. Except as otherwise specifically set forth in this Article 3 or otherwise herein, Developer shall only pay to City those legally enforceable development impact fees and exactions which are in effect as of the Effective Date. A complete list of these anticipated development impact fees and exactions is attached as **Exhibit B**, consisting of _____ and dated _____. **Exhibit B** reflects the best estimates of City of such development impact fees and exactions based upon information provided by Developer and the application of credits from the previous commercial retail shopping center comprised of approximately 163,500 square feet customarily considered in making such development related calculations.

Development impact fees assessed by the City for Phase 1 improvements shall be charged at the rates in place as of the time of the Effective Date of this Agreement.

Development Impact Fees assessed by the City for Phase 2 and any subsequent phases of the Project shall be charged at the rates in place as of the date of issuance of the building permits in such phases.

Developer shall be eligible to use fee credits from the previous commercial retail shopping center comprised of approximately 163,500 square feet only against fees in the same category, and Developer may choose to apply credits up to the full value of fees due in any phase, with any remaining credit eligible to be carried over into subsequent phases. Fee credits, whether based on dollar amounts or square footage, shall be calculated based on rates in effect at the time of issuance of the demolition permit (April 2021).

In the event of new or more detailed information concerning the Project or a change in the Project, the parties to this Agreement recognize these development impact fees and exactions in **Exhibit B** may change however the total amount of the impact fee credits specified in this section, and the sewer credits and water meter credits due Developer specified in Sections 3.04 and 3.05 below, respectively, shall remain as outlined.

Building permit and plan review fees shall be charged at the rates in place as of the date of issuance of the building permits.

Developer acknowledges that this Agreement does not control development related fees charged by entities other than the City as more particularly described in the succeeding sections, and that except as otherwise provided herein, Developer shall be responsible for payment of such fees charged by entities other than the City in effect at the time of payment of said fees notwithstanding the fact that the City may collect such fees on behalf of those other entities. In the event of a dispute over payment of fees between Developer and an entity other than the City, upon Developer's request City shall use its best efforts to encourage a resolution of the issue between Developer and that entity.

Section 3.04 Dublin San Ramon Services District Fee. The current sewer capacity of the Property and available credit in gallons per day that shall be applied to the new buildings contemplated as part of the Project is set forth in **Exhibit C**. The cost for any additional needed

sewer capacity shall be charged at the rates in place as of the date of issuance of the building permits.

Section 3.05 Water Meter Fee. The Property is currently served by the potable water meters as set forth in **Exhibit D**. The Developer is entitled to use any or all of these meters to service Phase 1 development as well as subsequent phases provided the utility billing for each account remains non-delinquent. Unused water meters shall be permanently decommissioned by removal of the meter by City staff, removal of the service lateral to the main by the Developer in accordance with City Standard Specification 14-03I "Abandonment of Water Facilities", and termination of utility billing by the Developer. If any existing water meter will be changed to a different size to accommodate Phase 1 development or subsequent phases, the Developer will be entitled to a fee credit for both the City Connection Fee and the Zone 7 Connection Fee in effect at the time of payment, not application date, for the replaced meter. The Developer shall then be required to pay the current Meter Fee, the City Connection Fee, and the Zone 7 Connection Fee for the new meter according to the Fee Schedule in effect at that time. Any service lateral upgrades will be the obligation of the Developer including all Encroachment Permit Fees and backflow prevention device testing and certification

Section 3.06 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 3.07 Tri-Valley Transportation Council Fee. The Developer shall pay the Tri-Valley Transportation Council fee prior to building permit issuance.

Section 3.08 Traffic Mitigation Measures.

PHASE 1 TRAFFIC IMPACT ANALYSIS ("TIA") MITIGATION MEASURES: The Developer shall comply with the mitigation measures identified in the Project TIA, prepared by Fehr & Peers dated March 2021, to the reasonable satisfaction of the City's Traffic Engineer. These mitigation measures are the following provisions:

- a. Construct a westbound buffered bike lane on Stoneridge Drive or alternate facility if approved by the City's Traffic Engineer along the Property frontage (Mitigation 1 in TIA).
- b. Construct a mixed use path along the north side of the Property (Mitigation 2 in TIA).
- c. Make an open offer of dedication to the City of a fifteen foot (15') wide easement for a future public cycle track along the northern Property frontage that is adjacent to Stoneridge Mall Road (Mitigation 2 in TIA). The location of such easement shall be reasonably determined by the City's Traffic Engineer and the City Engineer in consultation with the Developer, and the open offer of dedication in a format approved by the City Attorney. Upon City's acceptance of such offer of dedication, Developer shall not be obligated to build or contribute to any public improvements within such easement.
- d. Construct a mixed-use path along the east side of the Property (Mitigation 2 in TIA.)
- e. Construct improvements at Stoneridge Mall Road and Genomics Place. Improvements include the conversion of the westbound through lane to a second westbound left turn lane

and conversion of the westbound right turn lane into a through plus right lane (Condition of Approval 2 in TIA.)

PHASE 2 TRAFFIC IMPACT ANALYSIS (TIA) MITIGATION MEASURES: The Developer shall comply with the mitigation measures identified in the project TIA, prepared by Fehr & Peers dated March 2021, to the reasonable satisfaction of the City's Traffic Engineer. These mitigation measures are the following provisions:

- a. Construct a traffic signal or bond for future signalization at the intersection of Springdale Avenue and the Project driveway (Mitigation 3 in TIA.).
- b. Construct the following improvements at Stoneridge Road and Springdale Avenue:
 1. Extend eastbound left turn pocket to provide a total of 200 feet of storage.
 2. Convert the existing southbound left/through combination lane to a left turn only lane.
 3. Convert existing south bound right turn lane to a south bound through/right combination lane (Mitigation 4 in TIA.).
 4. Modify northbound approach to allow simultaneous northbound and southbound left turns.

Section 3.09 Contract Inspection Service Contribution. Developer agrees to contribute to the City funding for a minimum number of estimated weekly hours for contract inspection services for the Project based on the construction schedule for each phase of construction in an amount not to exceed \$60,000. Developer shall pay this amount to the City in conjunction with the issuance of the first building permit for Phase 1. In consultation with the Developer, the City's Chief Building & Safety Official shall determine an appropriate estimate of a minimum number of weekly hours and contract inspection service costs for each Phases 2 and 3 of construction after Developer begins to receive building permits for each such phase. The parties agree that if the hours of contract inspection services actually utilized by the subject phase deviates significantly from the estimate, such estimate may be revised in the reasonable discretion of the City's Chief Building & Safety Official in consultation with Developer. After such revision, any reduction in hours may be credited against Developer's future contributions, and any increase in hours shall be paid by Developer within thirty (30) days and if Developer does not make such subsequent contribution payment(s), the parties agree that the City is under no obligation to provide dedicated inspection services for the Project.

Section 3.10 Parking and Usage Monitoring. Developer has agreed to provide surface parking at a ratio of 3.2 parking spaces per one thousand (1,000) gross square feet of building area for a total of four hundred and seventy-seven (477) surface parking spaces for Phase 1 of the Project, including resurfacing, restriping and implementing landscaping improvements within the existing paved parking areas, and expansion of existing parking areas if required. Developer has further agreed to provide parking at a ratio of 3.3 parking spaces per one thousand square feet at buildout of the project (i.e. upon completion of Phases 2 and 3), to be provided in a combination of structured and surface parking as described in Section 2.01. Developer acknowledges that the City may require that the Developer provide additional surface parking spaces for Phase 1 if determined necessary in the reasonable judgment of the City's Traffic Engineer based on parking demand of the Project. The City's Traffic Engineer may require that parking supply and demand be monitored by a third party if parking shortfalls are observed. The cost of such third party monitoring and reporting shall be paid by Developer through a reimbursement to the City.

Section 3.11 Green Building. Developer shall provide a level of design efficiency equivalent to a Leadership in Energy and Environmental Design (LEED) Gold level for all Project buildings, except for the parking structure.

Section 3.12 Property Maintenance During Phased Construction. While the parties acknowledge that Developer controls development timing pursuant to Section 2.06, above, Developer agrees that after the construction of Phase 1 of the Project, the portions of the Property that comprise Phases 2 and 3 shall be kept at least minimally landscaped and subject to other site improvements as required by Project Approvals pending the development of Phases 2 and 3.

Section 3.13 Sales Tax Origin. Developer shall insert a contract provision in its contract with the general contractor and/or architect as applicable, requiring the general contractor and its subcontractors to designate the City of Pleasanton as the place of use of any materials purchased for the development of the Project. “Contract Provisions for Contracts” shall mean those contract provisions set forth in **Exhibit E** attached hereto, which the Developer shall insert into every contract with each contractor, subcontractor or goods and/or service provider into which the Developer enters into a contract for the development of any portion of the Project. Developer shall further comply with the provisions of this Section 3.10 to provide, to the extent possible under applicable laws and regulations, that local sales and use taxes generated in connection with all eligible purchases of materials, fixtures, machinery, equipment and supplies for the Project during the construction thereof are allocated directly to the City, subject to Regulation 1521 titled “Construction Contractors” and resolution titled “Contractors No. 260,20” under the Compliance Policy and Procedures Manual of the California State Board of Equalization. The Developer shall comply with the following:

- (a) Meeting with the City Manager and Director of Finance. Prior to issuance of the first building permit for the Project, the Developer, and its contractors and its subcontractors then providing services or materials to the Project in excess of Five Million Dollars (\$5,000,000) (to the extent such contractors and subcontractors have been identified and contracted with at such time) may, at their election, meet with the City’s City Manager and Finance Director to review the process that the Developer’s contractors and subcontractors should follow with respect to sales and use taxes. Developer agrees to advise any contractors and subcontractors that do not attend this initial meeting of the requirements of this section, and, upon reasonable request, the City agrees to meet and review with such contractors and subcontractors the process that they should follow.
- (b) Contract Provisions for Contracts. To the extent the Developer has not executed a construction contract with its general contractor prior to the Effective Date, the Developer shall include, and shall cause its general contractor to include, a provision in all construction contracts entered into with contractors and subcontractors substantially in the form attached as **Exhibit E**.
- (c) Contractor Information. The Developer shall, when reasonably requested by the City, provide the City’s Finance Department with (unless such information requires the

disclosure of confidential information, trade secrets, or information that impairs the Developer's ability to gain pricing advantages relative to materials and services):

- (1) A list of the Developer's contractors and subcontractors who will or have performed construction services or who will or have furnished materials for the construction of the Project, which list shall include the following items:
 - (i) Name of contractor
 - (ii) Address and telephone number of headquarters or office
 - (iii) Name and telephone number of contact person
 - (iv) Estimated value of the contract
 - (v) Estimated completion date
 - (vi) Scope of work
- (2) A complete copy of each contract with each such contractor (which may have confidential information redacted).

(d) **City's Remedies.** If the City determines that any contractor or subcontractor has not complied with the provisions set forth in its Agreement with the Developer or Developer's contractor, as the case may be, City may pursue an action against contractor or subcontractor for a non-compliance penalty of the greater of \$10,000 or the sales or use tax revenue that City would have gained had contractor or subcontractor properly complied with the provisions of this Section 3.10.

(e) **Subject to Applicable Law.** The obligations set forth in this Agreement shall in all cases be subject to applicable laws and regulations, including without limitation the California Sales and Use Tax Law (See Cal. Rev. and Tax Code §§6006 et. seq.), and in no event shall Developer (or any of its contractors or subcontractors) be required to do anything that is in violation of or inconsistent with such laws and regulations.

Article IV. City Obligations.

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

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

Section 4.03 Developer's Right to Rebuild. City agrees that Developer, at Developer's sole and absolute discretion, may renovate or rebuild the Project within the Term of this Agreement (before

or after completion) should it become necessary, including, but not limited to a natural disaster, changes in seismic requirements, commercially not feasible, functionally outdated, or technologically obsolete reasons. Any such renovation or rebuilding shall be subject to the square footage vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA

Article V. Miscellaneous.

Section 5.01 Recitals. The Recitals set forth above, specifically Recitals A-J, are hereby fully incorporated into and made a part of this Agreement by reference.

Section 5.02 Amendment to Project Approvals.

- (a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the Director of Community Development or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is substantially consistent with this Agreement and Applicable Law. If the Director of Community Development or his/her designee finds that the proposed amendment or modification is minor, substantially consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the Initial Study/Mitigated Negative Declaration, 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 decreases in the intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, minor 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 or Property 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 5.03 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 Property as, determined by Developer. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, lot line adjustments and/or subdivision maps, improvement agreements, design review of Phase 2/3 buildings and site improvements, 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 5.03, 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 Property.

Section 5.04 Amendment of Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

- (a) Administrative Agreement Amendments. Any amendment to this Agreement which does not substantially affect: (i) the Term of this Agreement; (ii) permitted uses of the Property; (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 Property 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 5.05 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 (“Legal Challenge”), 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 5.06 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 Property or any improvements or fixtures at any time located thereon.

Section 5.07 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 5.08 California Law. This Agreement shall be construed and enforced in accordance with California law.

Section 5.09 Attorney's Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 5.10 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 5.11 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. 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 §1468.

Section 5.12 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 third parties acquiring an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 5.13 Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, or by Federal Express 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

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

If to Developer, to: 10x Genomics, Inc.
6230 Stoneridge Mall Road
Pleasanton, CA
Attn: Eric Whitaker, General Counsel
Telephone: (925) 401-7300

With Copies to: 10x Genomics, Inc.
6230 Stoneridge Mall Road
Pleasanton, CA 94588
Attn: Director of Real Estate
Telephone: (925) 401-7300

With Copies to: Hoge, Fenton, Jones & Appel, Inc.
6801 Koll Center Parkway, Suite 210
Pleasanton, CA 94566
Attn: Sblend A. Sblendorio
(925) 460-3365

Section 5.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

EXHIBIT A-1: Legal Description of 1701 Springdale Avenue, Pleasanton CA

EXHIBIT A-2: Project Site Plan

EXHIBIT B: Development Impact Fees as of Effective Date; 10x Genomics Fee Estimate; and Fee Credits

EXHIBIT C: Current Sewer Capacity and Available Credit in Gallons Per Day

EXHIBIT D: Water Meters Serving Property

EXHIBIT E: Contract Provisions for Contracts Constructions Sales and Use Tax
Insert for Contractors and Subcontractors

Section 5.15 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 constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Developer.

Section 5.16 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 5.17 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 5.18 Recordation of Development Agreement. Pursuant to California Government Code §65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Alameda.

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

Approved as to form:

By:

Daniel G. Sodergren, City Attorney

“DEVELOPER”

Dated: _____

10x Genomics, Inc., a Delaware Corporation

By:

Its:

EXHIBIT A-1

LEGAL DESCRIPTION OF 1701 SPRINGDALE AVENUE, PLEASANTON CA

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

PARCEL 5, PARCEL MAP 2510, FILED MAY 25, 1978, BOOK 102 OF MAPS, PAGES 31 AND 32,
ALAMEDA COUNTY RECORDS.

APN: 941-1201-026

EXHIBIT A-2
PROJECT SITE PLAN

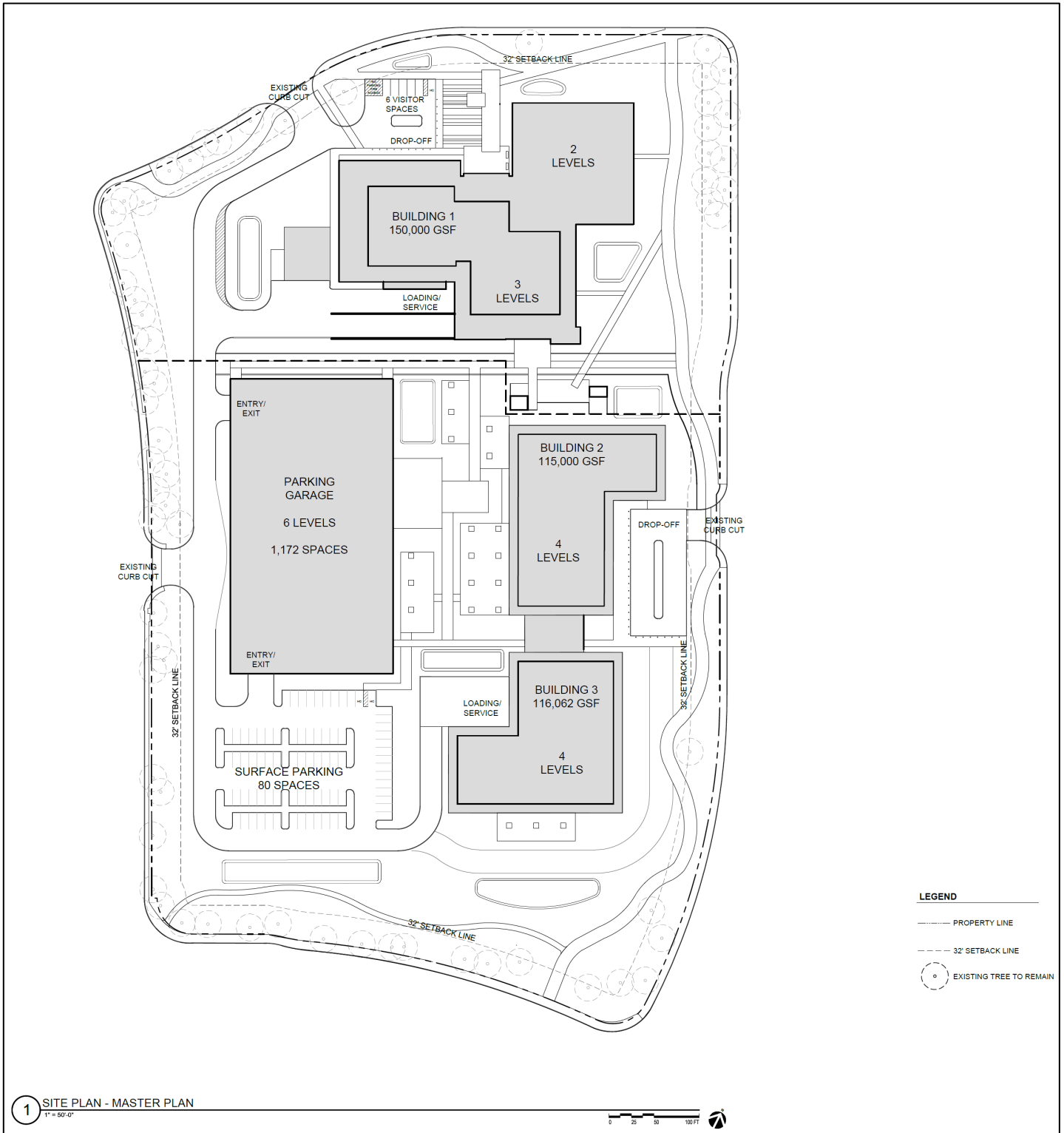


EXHIBIT B

LIST OF CITY DEVELOPMENT IMPACT FEES AS OF EFFECTIVE DATE,

10x GENOMICS FEE ESTIMATE and FEE CREDITS

	Affordable Housing Fee	Capital Facility Fee	Transportation Development Fee	TVTC Fee	
Credit for Existing					
Commercial 163,500 sq. ft.	(\$776,625.00)	(\$300,840.00)	(\$3,716,355.00)	(\$593,505.00)	
Phase 1					
Office 69,000 sq. ft.	\$943,670.00	\$174,570.00	\$1,066,740.00	\$991,270.00	
Research & Development 50,000 sq. ft.	* included in office sq. ft.	\$101,000.00	\$582,500.00	* included in office sq. ft.	
Warehouse/Industrial 31,000 sq. ft.	\$407,960.00	\$24,800.00	\$290,160	\$150,350.00	
Subtotal – Phase 1	\$1,351,630.00	\$300,370.00	\$1,939,400.00	\$1,141,620.00	
<i>Available Fee Credit Phase 1</i>	<i>(\$776,625.00)</i>	<i>(\$300,840.00)</i>	<i>(\$3,716,355.00)</i>	<i>(\$593,505.00)</i>	
Phase 1 Net Fees Due	\$575,005.00	\$0.00	\$0.00	\$548,115.00	\$1,123,120.00
<i>Carryover Fee Credit for Future Phase(s)</i>	<i>\$0.00</i>	<i>(\$470.00)</i>	<i>(\$1,776,955.00)</i>	<i>\$0.00</i>	

Attachments:

1. Development Fees Handout
2. Building Permit and Plan Review Fees Handout
3. Engineering Division Master Fee Schedule
4. Livermore Pleasanton Fire Department Master Fee Schedule

DEVELOPMENT FEES

March 20, 2021

Development Fees are shown here and will vary based on the specific project parameters and location. The values shown in this document reflect the fee rates in effect at the time of publication and are subject to change without notification.

The values shown in this document are for informational purposes only.

Development Fees. Development Fees are applicable to newly constructed buildings and additions, or whenever a change of use within an existing building creates additional traffic and/or sewer impact. Development Fees are paid at the time of Building Permit Issuance at the current rate in effect at the time of payment. Development fees cannot be prepaid. Any change of use on a parcel may trigger a review of the sewer capacity and traffic impact to determine if this creates an increase in demand on the City infrastructure. In all cases where it is determined the new use increases demand, a fee is assessed based on the difference between the previously purchased impact fee or capacity at a space, building or parcel and the increased impact or capacity demand.

Building Permit and Plan Review Fees. Building Permit and Plan Review for any new or expanding development are to be submitted at our Permit Center. See our separate [Building Permit and Plan Review Fees handout](#) for information on those fees and surcharges.

Fire Sprinkler, Fire Alarm and Hazardous Materials Permits. These applications and plans are submitted at our Permit Center and routed to the Livermore Pleasanton Fire Department for review. See our separate [Fire Permit Handouts for Fees](#).

Affordable Housing Fee

The Affordable Housing Fee has been established to assist in meeting the affordable and moderate-income housing goals as established in the general plan. All new residential, commercial office or industrial development projects not otherwise exempt are required to pay an Affordable Housing Fee, as set forth in the City of Pleasanton Master Fee Schedule. Whenever floor area is added, constructed or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. The City Council may adjust the fee in consideration of on-site programs promoting lower-income housing such as the dedication of land suitable for lower-income housing. See the [Pleasanton Municipal Code](#) Chapter 17.40 for exemptions and additional information.

(adjusted annually based on CPI; rates effective 1/01/2021)

Residential (per dwelling unit)	
Single-family (over 1,500 sq ft)	\$46,076.00
Apartment, Condo, or Single-family (≤1,500 sq ft)	\$45,083.00
Accessory Dwelling Unit (ADU)	\$0.00
Non-Residential (per square foot)	
Retail	\$4.75
Hotel/Motel	\$3.28
Office	\$7.93
Industrial	\$13.16

Capital Facilities Fee

The Capital Facilities Fee apportions the cost of necessary public improvements to the reasonably estimated demand that new uses place upon existing public facilities. All new residential, commercial, office or industrial development projects not otherwise exempt shall pay a Capital Facilities Fee as set forth in the City of Pleasanton Master Fee Schedule. Whenever floor area is added, constructed or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. See the [Pleasanton Municipal Code](#) Chapter 3.22 for exemptions, credits & additional information.

(adjusted annually based on ENR CCI; rates effective 1/01/21; ADU rates effective 3/20/21)

Residential (per dwelling unit)	
Single-family detached	\$17,430
Townhouse, Apartment, Condo	\$12,419
Accessory Dwelling Unit (ADU)	
Less than 749 sq. ft.	\$0.00
Accessory to Single-Family detached, 750-1,000 sq. ft.	\$4,357
Accessory to Single-Family detached, more than 1,000 sq. ft.	\$8,715
Accessory to Townhouse, Apartment or Condo, 750-1,000 sq. ft.	\$3,104
Accessory to Townhouse, Apartment or Condo, more than 1,000 sq. ft.	\$6,209
Non-Residential (per square foot)	
Office (per square foot)	\$2.53
Research & Development (per square foot)	\$2.02
Light Manufacturing (per square foot)	\$0.80
Service/Commercial (per square foot)	\$1.84
Warehouse (per square foot)	\$0.80
Retail (per square foot)	\$1.84
Restaurant (per square foot)	\$1.84
Hotel/Motel (per room)	\$999

Transportation Development Fee

The Transportation Development Fee apportions the cost of necessary transportation improvements and reconstruction to the reasonably estimated peak hour trip demand that new uses place upon existing transportation infrastructure. All new residential, commercial, office or industrial development projects not otherwise exempt shall pay a Transportation Development Fee as set forth in the City of Pleasanton Master Fee Schedule. Whenever floor area is added, constructed or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. See the [Pleasanton Municipal Code](#) Chapter 3.26 for exemptions, credits & additional information.

(adjusted annually based on ENR CCI; rates effective 1/01/21; ADU rates effective 3/20/21)

Residential (per dwelling unit)	
Single-Family, Townhouse	\$9,908
Apartment, Condo	\$6,092
Accessory Dwelling Unit (ADU) (per dwelling unit)	
Less than 749 sq. ft.	\$0.00
Accessory to Single-Family, Townhouse, 750-1,000 sq. ft.	\$2,477
Accessory to Single-Family, Townhouse, more than 1,000 sq. ft.	\$4,954
Accessory to Apartment, Condo, 750-1,000 sq. ft.	\$1,523
Accessory to Apartment, Condo, more than 1,000 sq. ft.	\$3,046
Non-Residential	
Office (per square foot)	\$15.46
Commercial/Retail (per square foot)	\$22.73
Industrial (per square foot)	\$9.36
Research and Development (per square foot)	\$11.65
Hotel/Motel (per room)	\$6,533

Tri-Valley Transportation Development Fee

The Tri-Valley Transportation Council (“TVTC”) is a joint powers authority formed to evaluate the impacts of projected land uses on regional transportation infrastructure in the Tri-Valley area, including the City of Pleasanton. The Tri-Valley Transportation Development Fee is collected for the TVTC, to fund a portion of Transportation Improvement projects throughout the Tri-valley area. All new residential, commercial, office or industrial development projects not otherwise exempt shall pay a Tri-Valley Transportation Development Fee. Whenever floor area is added, constructed or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. See <http://www.tvtc-jpa.com/> for more information.

(3rd party fee; adjusted annually based on ENR CCI; rates effective 07/01/20)

Residential (per dwelling unit)	
Single-family unit	\$4,901.69
Multi-family unit (Apartment, Condo)	\$3,376.47
Accessory Dwelling Unit (ADU Aupair, etc.)	\$0.00
Affordable Housing Units	\$0.00
Non-Residential (per square foot)	
Office, gross floor area	\$8.33
Retail, gross floor area	\$3.63
Industrial, gross floor area	\$4.85
Other Uses, per average am/pm peak hour trip	\$5,446.41

Sewer Connection Fees

Sewer Connection fees are required for all new structures, new residential units and commercial additions, and may be required for any change or expanded use in an existing building. Residential connection fees for other than an attached ADU are a flat rate per dwelling unit, regardless of the size of building.

Non-Residential uses are based on a wastewater coefficient, typically based on gallons per day per square foot (i.e., 0.24gpd/sf). 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 newly estimated required capacity. The flow rate is determined by either actual water usage or the following table, with some common uses shown (for uses not shown please contact the Building Division). In addition to the City of Pleasanton sewer connection fee, the City collects sewer connection fees for the Dublin San Ramon Services District (DSRSD), the agency that processes and treats all sewage from the City of Pleasanton. The DSRSD sewer connection fee incorporates two additional strength factors known as biochemical oxygen demand (BOD) and Suspended Solids (SS). See the Pleasanton Municipal Code Chapter 15, Sewerage, and the Dublin San Ramon Services District for more information.

<http://qcode.us/codes/pleasanton/> <https://www.dsrds.com/>

TYPICAL WASTEWATER CHARACTERISTIC FACTORS & UNIT CONNECTION FEES (rates effective 7/01/2020)

	WW Strength (mg/L)		Wastewater Coefficients (gpd/sf)*	SEWER CONNECTION FEES		
	BOD	SS		City Fee	DSRSD Fee	Total Sewer Fees
Residential						
1- or 2-Family Dwelling /Townhome	229	245	220 gpd/unit	\$ 500.00	\$ 13,659.00	\$14,159.00
Detached Auxiliary Dwelling Unit (ADU)	229	245	0.14	\$2.00/sf	\$8.74 per sf	\$10.74/sf
Condominium	229	245	165 gpd/unit	\$ 375.00	\$ 10,244.00	\$ 10,619.00
Apartment Unit or Mobile Home	229	245	145 gpd/unit	\$ 330.00	\$ 9,016.00	\$ 9,154.00
Non-Residential						
Bagel Shop, per sf	1,000	600	0.24	\$ 0.55	\$ 17.21	\$ 17.76
Bar, Lounge (no onsite cooking), per sf	229	245	0.35	\$ 0.80	\$ 21.27	\$ 22.07
Coffee Shop (no onsite cooking), per sf	229	245	0.37	\$ 0.84	\$ 22.49	\$ 23.33
Day Care, per sf	229	245	0.10	\$ 0.23	\$ 6.08	\$ 6.31
Day Spa, per sf	229	245	0.30	\$ 0.68	\$ 18.23	\$18.91
Dental Clinic, per sf	229	245	0.14	\$ 0.32	\$ 8.51	\$ 8.83
Gyms, Health Clubs, per sf	229	245	0.42	\$ 0.95	\$ 25.52	\$ 26.48
Hair Salon, per sf	229	245	0.10	\$ 0.22	\$ 5.77	\$ 5.99
Ice Cream/Yogurt Shops, per sf	1,000	600	0.21	\$ 0.48	\$ 15.06	\$ 15.54
Institutional, Resident Care, per bed	229	245	100 gpd/bed	\$ 227.27	\$ 6,077.03	\$ 6304.30
Medical Clinic, per sf	229	245	0.37	\$ 0.84	\$ 22.49	\$ 23.33
Office Buildings, per sf	229	245	0.05	\$ 0.11	\$ 3.04	\$ 3.15
Parking Structure, covered, per sf	229	245	0.004	\$ 0.01	\$ 0.24	\$ 0.25
Pizza Take-Out only, per sf	500	275	0.26	\$ 0.59	\$ 16.65	\$ 17.24
Restaurant, Fast Food, per sf	500	275	0.60	\$ 1.36	\$ 38.43	\$ 39.79
Restaurant, Full Service, per sf	725	275	0.54	\$ 1.23	\$ 35.97	\$ 37.20
Retail/ Commercial, per sf	229	245	0.05	\$ 0.11	\$ 3.04	\$ 3.15
Sandwich Shop, per sf	229	245	0.16	\$ 0.36	\$ 9.72	\$ 10.08
Warehouse/distribution, per sf	229	245	0.03	\$ 0.07	\$ 1.82	\$ 1.89
Wine/Beer Tasting (w/o cooking), per sf	229	245	0.18	\$ 0.40	\$ 10.63	\$ 11.03

*All Wastewater coefficients are in gallons per day per square foot (gpd/sf) unless noted otherwise. This is list of commonly requested uses. For other uses not listed, please contact the Building Division.

Each GPD of Standard Strength (229 mg/L BOD, 245 mg/L SS) sewer capacity is approx. \$2.27 City fee + \$62.09 DSRSD Fee, for a total cost of approximately \$64.36.

Water Connection Fees

See the Pleasanton Municipal Code Chapter 14.08, Water, and Zone 7 for more information. <http://gcode.us/codes/pleasanton/> <http://www.zone7water.com/>. Connection fees for new or upgraded water services are based on the size of the water meter(s) and the connection rate in effect at the time of payment, not application date. The project designer determines the size and number of meters needed for the project. The Building and Safety Division collects water connection fees only for one- and two-family residential domestic water meters. The Engineering Division collects water connection fees for all other occupancies and projects. (eff. 1/01/2021)

Meter Size	Meter Type	Gallons per Min	Meter Fee	Recycled Water Connection Fee**	Potable Water Connection Fees*
				City Only	City and Zone 7
$\frac{5}{8}$ " x $\frac{3}{4}$ "	Displacement	10	\$420	\$17,044	\$30,640
$\frac{3}{4}$ "	Displacement	15	\$470	\$25,566	\$45,960
1"	Displacement	25	\$570	\$40,427	\$76,600
1" Combo***	Displacement	25	\$570	N/A	\$32,440***
1- $\frac{1}{2}$ "	Displacement	50	\$730	\$80,854	\$153,200
Other water meter sizes & types	****	****	****	\$1,704.40 per GPM	\$3,640 per GPM

Note: Water Connection charges are based on the flow rate of each water meter, without any reduction. No water connection fee is collected for separate private fire service connections.

* Fees collected for both Zone 7 and City of Pleasanton.

**Check with the Engineering Department for areas where Recycled Water (Non-Potable) Service is available.

***One- & two-family homes with fire sprinkler systems on a combined 1" water meter pay the 1" City connection fee, but only the $\frac{5}{8}$ " Zone 7 water connection fee. (Zone 7 Ord. FC O-91-68)

****Connection fee, meter type and availability of all water meters must be verified prior to payment.

Impervious Surface Drainage Fee

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

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

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. Surface 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. 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. See <http://www.zone7water.com/> for more information.

School Impact Fees

California state law requires School Impact fees must be paid before building permits may be issued for new construction and additions exceeding 500 square feet. The School Impact Fee is paid by the applicant directly to the Pleasanton Unified School District (PUSD) for all new construction and additions exceeding 499 square feet in area. Prior to issuance of the building permit, the developer or applicant will need to schedule an appointment with their Business Services Department at (925) 426-4312. You will need to submit the completed PUSD Acknowledgement/Certification form to the Building Division in order to issue the Building Permit. The Pleasanton Unified School District website is <https://www.pleasantonusd.net>.

OTHER MISCELLANEOUS DEVELOPMENT FEES

(applicable only on projects in specific locations):

G.I.S. Mapping Fee

\$0.002 per sq. ft., per site

Downtown Revitalization District Parking In-Lieu Fee

(rate effective 4/01/18)

Per required parking space: **\$20,594.03/ parking space**

When development within District cannot meet the onsite parking requirements

Happy Valley Specific Plan Fees

(In addition to Sewer and Water Connection Fees, rate effective 1/01/2019)

Existing Home Pro-rata Cost:

Water: \$17,490

Sewer: \$16,182

New Home Pro-rata Cost:

Water: \$48,965/unit

Sewer: \$29,291/unit

Ruby Hill Development Fees

(rate effective 10/01/19)

Agricultural Mitigation Fee: \$5.05/sf (\$20,203.92 min.)

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

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

Vineyard Ave Corridor Specific Plan Area

(rate effective 02/21/16)

Agricultural Mitigation Fee: \$25,752 per net acreage

Existing Home Pro-rata Cost: \$40,845/unit

New Home Pro-rata Cost: \$68,518/unit

*Note: **This handout contains typical development fees** collected at the time of building permit issuance. Actual fees will be determined by our staff, both at the time of application submittal and prior to permit issuance. In addition, there may be fees for your project required by the Public Works/Engineering Department, (925) 931-5650, the Planning Division, (925) 931-5600, or other applicable agencies. Contact those divisions or agencies directly for more information.*

REVISED: March 20, 2021

BUILDING PERMIT AND PLAN REVIEW FEES

January 1, 2021

Our Building Permit and Plan Review Fees are shown here. The values shown in this document reflect the fee rates in effect at the time of publication and are subject to change without notification. **The values shown in this document are for informational purposes only.** Please contact the Building Division to verify all fee estimates before submitting any Building Permit application.

Plan Review Fees. Whenever a review of plans is required to verify compliance with the California Building Standard Codes, a Plan Review Fee is due at time of application submittal, see page 2. A Plan Review Fee is in addition to Permit Fees. The Plan Review Fee is either 75% of all Permit Fees and Surcharges, or whenever Life/Safety and Egress is required, 100% of the total Permit Fees and Surcharges, with a minimum charge of \$155.

Building Permit Fees. Building Permit Fees are due and payable at the time of permit issuance. You will always need to supply the valuation, or cost of the work being performed on your project, on your application for a building permit. A 5% Technology Fee is assessed on all Permits. Electrical, mechanical or plumbing projects without any building alterations such as water heater or furnace replacements, are typically not subject to additional Permit Surcharges. State mandated SMIP and CBSC fees are required on Building Permits.

Many non-structural repair and remodel permits for work on a home are assessed a fixed fee that is not valuation based, see page 2. Typical projects with fixed fees include home kitchen remodels, bathroom remodels, reroofing and swimming pools.

Permit Fees for all other permit types are based on valuation, see pages 3 and 4. New Construction and Addition valuations are usually based on square footage using our New Construction Valuation Table, see page 5. The valuation for other types of projects, such as repair, remodel and tenant improvements, is based on the construction cost supplied by the applicant on the application, or as determined by the Building Official.

Permit Surcharges. Additional Permit Fee Surcharges are also added to Building Permits as applicable, see page 3. Additional surcharges are assessed whenever Sub-Trades (electrical, plumbing or mechanical work), Energy, Accessibility, Green Building and/or Storm water treatment systems are required in conjunction with a Building Permit. All new buildings, additions, commercial alterations and TI's are also required to have a Waste Management Plan (WMP). Demolitions with a valuation of \$25,000 or more, and residential remodels with valuation of \$125k or more are also required to have a WMP. Those projects will be assessed either a Waste Management Plan Fee or a Green Building Surcharge, as applicable.

Fire Sprinkler, Fire Alarm and Hazardous Materials Permits. These applications and plans are submitted at our Permit Center and routed to the Livermore Pleasanton Fire Department for review. See our separate [Fire Permit Handouts for Fees](#).

Development Fees. Development Fees are applicable to newly constructed buildings and additions, or whenever a change of use within an existing building creates additional traffic and/or sewer impact. Development Fees are paid at the time of Building Permit Issuance at that current rate, see our separate [Development Fees Handout](#).

PLAN REVIEW FEES

<p><u>BUILDING PLAN REVIEW FEE</u> When plans and documents are required, a plan review fee shall be paid at the time of submittal for plan review.</p>	75% of Permit Fees, One-Hour minimum*
<p><u>BUILDING LIFE SAFETY PLAN REVIEW FEE</u> When plans and documents are required, and the review includes life safety and egress, a plan review fee shall be paid at the time of submittal.</p>	100% of Permit Fees, One-Hour minimum*
<p><u>COPY MODEL PLAN REVIEW FEE</u> For each building permit in a development after the model plan review has been approved.</p>	25% of the Model Plan Review Fee
<p><u>ON-SITE PERMIT PLAN REVIEW FEE</u> Plan Review of utility, accessibility or other permitted improvements outside of a Structure on private property.</p>	1% of On-Site Valuation
<p><u>DEFERRED SUBMITTAL PLAN REVIEW FEE</u> Required at the time of deferred submission of plans and documentation whenever any project component, such as sub-trade plans, floor or roof truss packages, etc., are submitted after building permit issuance.</p>	5% of Plan Review Fee, One-hour minimum*
<p><u>ADDITIONAL PLAN REVIEW FEE</u> An additional charge may be applied when more than two resubmittals require review to the initial plan review, or for revisions to previously approved plans.</p>	Time and Material, One-hour minimum*
<p><u>EXPEDITED PLAN REVIEW FEE</u> When requested by an applicant and staff is available, the following surcharge will be added for an expedited plan review.</p>	Additional 50% of Plan Review Fees
<p><u>HOURLY PLAN REVIEW RATES</u> *All Hourly Plan Review Fees are based on fully burdened plan checker cost or current consultant hourly rate, whichever is applicable.</p>	\$155.00
<p><u>ALTERNATE MEANS & METHODS REQUEST FEE</u> Plan review requests for alternate means and methods</p>	Time & Material 1-hr min

FIXED PERMIT FEES TABLE

<p><u>Kitchen Remodel Permit Fee</u> Permit fee for a kitchen remodel permit within a dwelling, including Sub-Trade fees.</p>	\$455.00
<p><u>Bathroom Remodel Permit Fee</u> Permit fee for each bathroom remodel permit within a dwelling, including Sub-Trade fees.</p>	\$320.00
<p><u>Residential Re-Roof Permit Fee</u> Permit fee for a one- or two-family dwelling reroof permit, including garage.</p>	\$250.00
<p><u>Residential Swimming Pool Fee</u> Permit fee for a swimming pool or in-ground spa permit at a one- or two-family dwelling, including Sub-Trade fees.</p>	\$730.00
<p><u>Residential Electrical Permit Fee</u> Any permit for Electrical work not itemized, in conjunction with an associated Building Permit in a one- or two-family dwelling, or within one multi-family unit.</p>	\$100.00
<p><u>Non-Residential Electrical Permit Fee</u> Any permit for Electrical work not otherwise specifically itemized or in conjunction with an associated Building Permit within a multi-family or non-residential building.</p>	\$100.00
<p><u>Residential Mechanical Permit Fee</u> Any permit for Mechanical work within a one- or two-family dwelling or within one multi-family unit, and not in conjunction with an associated Building Permit.</p>	\$100.00
<p><u>Non-Residential Mechanical Permit Fee</u> Any permit for Mechanical work not otherwise specifically itemized or in conjunction with an associated Building Permit within a multi-family or non-residential building.</p>	\$100.00
<p><u>Residential Plumbing Permit Fee</u> Any permit for Plumbing work in a one- or two-family dwelling, or within one multi-family unit, not in conjunction with an associated Building Permit.</p>	\$100.00
<p><u>Non-Residential Plumbing Permit Fee</u> Any permit for Plumbing work not otherwise specifically itemized or in conjunction with an associated Building Permit within a multi-family or non-residential building.</p>	\$100.00

BUILDING PERMIT FEE TABLE

Total Project Valuation	Base Permit Fee	Plus
\$1 - \$1,000	\$100.00	
\$1,001 - \$2,000	\$125.00	
\$2,001 - \$25,000	\$155.00	\$13.70 for each additional \$1,000 (or fraction thereof) up to and including \$25,000
\$25,001 - \$50,000	\$470.00	\$12.00 for each additional \$1,000 (or fraction thereof) up to and including \$50,000
\$50,001 - \$100,000	\$770.00	\$8.20 for each additional \$1,000 (or fraction thereof) up to and including \$100,000
\$100,001 - \$500,000	\$1,180.00	\$6.79 for each additional \$1,000 (or fraction thereof) up to and including \$500,000
\$500,000 - \$1,000,000	\$3,895.00	\$5.44 for each additional \$1,000 (or fraction thereof) up to and including \$1,000,000
over \$1,000,000	\$6,615.00	\$4.72 for each additional \$1,000 (or fraction thereof) above \$1,000,000

PERMIT SURCHARGES

Sub-Trades Surcharge Unless specified elsewhere, applicable to all projects with multi-trade construction being performed in conjunction with a building permit.	25% of Building Permit Fee
Energy Surcharge Unless specified elsewhere, applicable to permitted projects subject to compliance with Title 24, Part 6, the California Energy Code.	25% of Building Permit Fee
Accessibility Surcharge Applicable to all projects requiring compliance with State of California Accessibility, FHAA and/or ADA Requirements.	15% of Building Permit Fee
Green Building Surcharge For all permits requiring compliance with California Green Building Standards (Includes Waste Management Fee).	15% of Building Permit Fee
Stormwater Surcharge For all covered projects requiring SWPPP, On-Site stormwater treatment and/or pre-treatment.	15% of Building Permit Fee
Waste Management Plan Fee Nonrefundable fee to administer and implement the WMP review and verification on covered projects not otherwise subject to the Green Building Surcharge.	\$150.00

GRADING

	Plan Review Fee	Permit Fee
Less than 50 cubic yards	Exempt	Exempt
50 to 10,000 cubic yards	first 1,000 cubic yards	\$230.00
	each additional 1,000 cubic yards or fraction thereof	\$17.00
10,001 cubic yards or more	first 10,000 cubic yards	\$385.00
	each additional 1,000 cubic yards or fraction thereof	\$12.00

STATE OF CALIFORNIA FEES

Strong Motion Instrumentation Program (SMIP)	Residential, per \$1,000 valuation	\$0.13 (\$.50 min)
	Non-Residential, per \$1,000 valuation	\$0.28 (\$.50 min)
CBSC Special Revolving Fund	per \$25,000 valuation or fraction thereof	\$1.00

OTHER PERMIT TYPES, ITEMS AND FEES

On-Site Permit Fee Permit fee for utility, accessibility or other permitted improvements outside of a Structure on private property.		2% of On-Site Valuation
Foundation Only Permit Fee Permit for a new foundation system separated from and prior to issuance of a building permit for a new Structure.		10% of the Project Permit Fee
Technology Fee For permitting software licensing, IVR licensing, archiving and additional technology costs associated with providing permitting and inspection services.		5% of total Permit Fees
Receptacles, lighting switches, luminaires, other electrical outlets or appliances , requiring a permit not within a residential unit, up to 20A, each 1,000 ft ² of floor area.		\$100.00
Electrical Service Panel or Subpanel , up to 1,000A, each		\$150.00
Electrical Service Panel or Subpanel , over 1,000A, each		\$200.00
Illuminated Signs, Outline Lighting and Marquees , each circuit		\$100.00
Busways , each 500 lineal feet or fraction thereof		\$100.00
Residential Photo-Voltaic Systems (includes Plan Review Fee)	Up to 10kW	\$250.00
	Over 10kW	\$450.00, plus \$15/kW above 10
Non-Residential Photovoltaic Systems (includes Plan Review Fee)	Up to 30 kW	\$33 per kW, \$500 minimum
	Over 30kW	\$1,000, plus \$5/kW above 30
Electrical Power Apparatus Equipment, Generators, Transformers, etc. (Rating in HP, kW, or kVA,)	Up to and including 49, each	\$100.00
	Up to and including 99, each	\$150.00
	Over 100, each	\$200.00
Furnace, ductwork, ventilation systems, appliances or other mechanical work requiring a permit not within a residential unit, each 1000 square feet of floor area.		\$100.00
Commercial Kitchen Hood , each		\$300.00
Boilers , each		\$200.00
Evaporative Cooler or Heat Pump , each		\$100.00
Air Handling System , each		\$200.00
Residential Plumbing Permits Any permit for Plumbing work in a one-or two-family dwelling, or within a multi-family unit, not in conjunction with an associated Building Permit.		\$100.00
Non-Residential Plumbing Permits Any permit for Plumbing work in a multi-family or non-residential building not specifically itemized, or in conjunction with an associated Building Permit.		\$100.00
Sewer piping & vents, water piping, gas piping, fixtures and appliances or other plumbing requiring a permit not within a residential unit, each 1000 square feet of floor area.		\$100.00
Fats, Oil or Grease (FOG) interceptor or other pre-treatment clarifier , each		\$400.00
Stormwater piping or treatment systems , each system		\$400.00
ADMINISTRATIVE CHARGE FOR MISCELLANEOUS REQUESTS: Administrative costs associated with items not otherwise specified, reports and requests not covered by permit or plan review fees.		Time & Material Basis, \$20 Minimum
MISC BUILDING INSPECTION FEES** **All Hourly Inspection Rates are based on fully burdened building inspector rate or consultant cost, whichever is greater, currently \$140 / hour.	Inspections outside normal business hours	2-hr minimum
	Re-inspections	2-hr minimum
	Inspections for which no fee is specifically indicated	2-hr minimum
	Housing Inspections, requested by home owner	1-hr minimum
	Temp Occupancy Inspection (up to 30 days max)	4-hr minimum
ALTERNATE MEANS & METHODS REQUEST FEE Plan review requests for alternate means and methods		Time & Material 1-hr min
INVESTIGATION FEE Applicable to any work commenced on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the permits and approvals, in addition to the required permit fees.		100% of Building Permit Fees

2021 New Construction Valuation Table

(per sf, unless otherwise noted)

Apartment Houses (R-2):	
Type I	\$215
Type I- Basement Garage	\$105
Type III	\$175
Type V- Masonry	\$175
Type V- Wood Frame	\$155
Type V- Private Garage	\$60
Open Carport	\$45
Assembly Occupancies (A-3):	
Type I	\$255
Type II A	\$235
Type II B	\$225
Type III A	\$205
Type III B	\$200
Type V A	\$185
Type V B	\$175
Banks (B):	
Type I	\$250
Type II A	\$235
Type II B	\$225
Type III A	\$205
Type III B	\$195
Type V A	\$180
Type V B	\$175
Care Facilities (I-1, I-2, R-3.1, R-4):	
Type I	\$255
Type II A	\$240
Type II B	\$230
Type III A	\$210
Type III B	\$205
Type V A	\$190
Type V B	\$185
Churches (A-3):	
Type I	\$300
Type II A	\$280
Type II B	\$270
Type III A	\$255
Type III B	\$245
Type V A	\$230
Type V B	\$220
Convalescent Hospitals (I-1, I-2):	
Type I	\$255
Type II A	\$240
Type III A	\$215
Type V A	\$190

One- and Two-Family Homes:	
Wood Frame	\$170
Masonry	\$220
Garage- Wood Frame	\$60
Garage- Masonry	\$105
Open Carport	\$45
Hotels and Motels (R-1):	
Type I	\$260
Type III A	\$215
Type III B	\$210
Type V A	\$195
Type V B	\$185
Factories, Industrial (F-1, F-2):	
Type I	\$155
Type II A	\$140
Type II B	\$140
Type III A	\$120
Type III B	\$115
Tilt-up	\$135
Type V A	\$105
Type V B	\$100
Libraries (A-3):	
Type I	\$255
Type II A	\$235
Type II B	\$225
Type III A	\$205
Type III B	\$200
Type V A	\$185
Type V B	\$175
Medical Offices (B):	
Type I	\$310
Type II A	\$320
Type II B	\$305
Type III A	\$250
Type III B	\$240
Type V A	\$215
Type V B	\$205
Offices (B):	
Type I	\$250
Type II A	\$235
Type II B	\$225
Type III A	\$205
Type III B	\$195
Type V A	\$180
Type V B	\$175

Public Garages* (S-2):	
Type I	\$135
Type I Open Parking*	\$115
Type II B	\$115
Type III A	\$105
Type III B	\$100
Type V A	\$85
Restaurants (A-2):	
Type III A	\$215
Type III B	\$210
Type V A	\$195
Type V B	\$190
Schools (E):	
Type I	\$275
Type II A	\$260
Type III A	\$230
Type III B	\$220
Type V A	\$200
Type V B	\$195
Service/Fueling Stations (M):	
Type II B	\$155
Type III A	\$160
Type V A	\$140
Canopies*	\$60
Retail Stores (M):	
Type I	\$190
Type II A	\$175
Type II B	\$165
Type III A	\$155
Type III B	\$150
Type V A	\$135
Type V B	\$130
Warehouses* (S-1, S-2):	
Type I	\$145
Type II A	\$130
Type II B	\$125
Type III A	\$110
Type III B	\$105
Type V A	\$90
Type V B	\$85
Associated Equipment:	
Air Conditioning- Commercial	\$10
Air Conditioning- Residential	\$10
Fire Sprinkler Systems	\$5

Miscellaneous Project Valuations

Ag Barn	\$55	Greenhouse,unconditioned	\$55	Retaining Wall, 8' freeboard LF	\$120
Arbor	\$40	Mechanical Room	\$120	Storage Shed	\$55
Cabana, unconditioned	\$100	Patio Room, Unheated	\$55	Conditioned Storage area	\$170
Covered Exterior Walkway	\$65	Poolhouse, with HVAC	\$170	Unconditioned Storage	\$155
Covered Porch	\$40	Porte Cocher	\$40	Basements- Semi-Finished	\$60
Exterior Deck	\$40	Public Restroom	\$65	Basements- Un-Finished***	\$40
Exterior Walkway, Enclosed	\$235	Pump Station	\$95	Trash Enclosure	\$95
Foundation - Manuf. Home	\$75	Residential Deck, Stairway	\$45	Wood Fence, over 7' per LF	\$40
Gate, Guardhouse, etc.	\$55	Retaining Wall, < 4' per LF	\$65	Conc./Precast Wall, < 4' ret. LF	\$75
Gazebo	\$40	Retaining Wall, < 6' per LF	\$90	Conc./Precast Sound Wall LF	\$55

All rates include AC unless marked by *.
Add 5 percent to total cost for each additional story over three.
Deduct 20 percent for shell-only building.

City of Pleasanton Authorized Plan Check Consultants

- 4Leaf, Inc., 2110 Rheem Dr, Suite A, Pleasanton, CA 94588
(925) 462-5959 <http://www.4leafinc.com/>
- Independent Code Consultants, Inc., 6280 West Las Positas Blvd, Suite 220, Pleasanton, CA 94588
(925) 264-9559 <https://www.independentcodeconsultants.com/>
- Shums Coda Associates, Inc., 5776 Stoneridge Mall Rd, Suite 150, Pleasanton, CA 94588
(925) 463-0651 <http://www.shumscoda.com/>
- TRB + Associates, Inc., 3180 Crow Canyon Pl, Suite 216, San Ramon, CA 94583
(925) 866-2633 <http://www.trbplus.com/>
- West Coast Code Consultants, Inc., 2400 Camino Ramon, Suite 240, San Ramon, CA 94583
(925) 275-1700 <http://www.wc-3.com/>

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 plan reviews, and is not available for any other reviewing agencies or Divisions, such as the City of Pleasanton Planning Division, Engineering Department or the Alameda County Environmental Health Department.

Over-the Counter Plan Review is not available at this time.

All applications, plans and supporting documents must be submitted electronically through the City of Pleasanton website portal at http://www.cityofpleasantonca.gov/gov/depts/cd/building/electronic_plan_submittal.asp. All applicable plan review fees must be paid at the time of submittal, and in no case prior to any review by any party. An Express Plan Review may be requested for smaller projects. Initial Plan review turn-around time is typically 10 business days for small jobs, 15 business days for additions, alterations and Tenant Improvements, and 25 business days for new construction or unusually complex projects. Larger or more complex projects, such as restaurant TI's, must be submitted for plan review.

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

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

*Note: **This handout contains typical fees collected by the Building and Safety Division** at either the time of submittal and/or permit issuance. Actual fees will be determined by our staff, both at the time of application submittal and prior to permit issuance. In addition, there may be fees for your project required by the Public Works/Engineering Department, (925) 931-5650, and/or Planning Division, (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 may 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, or email buildingdivision@cityofpleasantonca.gov.

CITY OF PLEASANTON

MASTER FEE SCHEDULE

III. ENGINEERING DIVISION

A. General

Map Copies	Map Reproduction (per sheet)	\$5.00
	Plotted GIS Map (per sheet)	\$30.00
	Specialized Map/Data Request	Time & Materials
Other Copies	Standard Specifications & Details	\$20.00

B. Encroachment

(Due upon obtaining permit)

		Permit Fee	Inspection Fee
Permit Fees	Dry Utilities		\$171.00
	Other		\$35.00
Inspection Fees	Dry Utilities		Time & Materials \$142 minimum
	Other	Valuation under \$5,000	8.5% of valuation - \$137 minimum
		Valuation \$5,000 to \$20,000	\$425 + 3.26% of value over \$5,000
		Valuation over \$20,000	\$1,077 + 4.72% of value over \$20,000
	Reinspection		Time & Materials - \$142 minimum
Specialized Inspections		Consultant Cost + 25%	
Oversize Load Permit - Fee to update upon State fee change	One-time		\$16.00
	Annual		\$90.00
Haul Route Permit			\$71.00

C. Private Development Review

(Due upon first submittal of plans or map)

Parcel Map	Base fee	\$2,951.00	
	plus fee per lot	\$35.00	
Final Map	Base fee	\$5,312.00	
	plus fee per lot	\$35.00	
GIS Digital Compliance		Time & Materials or Consultant cost + 25%	
Annexation Fees	Annexation Processing Fee	\$10,377.00	
	Pre-Annexation Agreement Processing	\$5,277.00	
	GHAD Formation/Annexation Fee	\$3,719.00	
Development Improvement Plan Check percentage of total cost of City-reviewed improvements		3.5%	
Improvement Plan Review/Revision & Plan Check after 4th revision		\$933.00	
Traffic Signal (commercial off-site) Plan Check		\$2,361.00	
Right of Way Dedication and Abandonment		\$1,629.00	
Technology Fee (GIS Mapping)- per lot		\$59.00	
Tract Joint Trench Plan Check		\$590.00	
Traffic Study Review		\$767.00	
Amended Maps	Base fee	\$165.00	
	plus fee per course correction	\$35.00	
Lot Line Adjustment	Base fee	\$1,570.00	
	plus fee per lot	\$47.00	
Revised Erosion Control (SWPPP)	Hillside	Base Fee	\$5,903.00
		plus fee per acre (disturbed area)	\$212.00
	Flatland	Base Fee	\$3,778.00
		plus fee per acre (disturbed area)	\$159.00

CITY OF PLEASANTON

MASTER FEE SCHEDULE

III. ENGINEERING DIVISION

Professional Consultant Expense		Consultant cost +25%
Subdivision Grading & Erosion Control Plan Check	up to 100,000 cubic yards	see Chapter IV Section E
	each additional 1,000 cubic yard after 100,000	\$8.00

D. Construction Services Inspection

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

Subdivision Grading & Erosion Control Inspection	Up to 100,000 cubic yards	see Chapter IV Section E
	each additional 1,000 cubic yards over 100,000	\$12.00

Construction Inspection

City-inspected improvements:	Base Fee	Plus
Valuation under \$5,000	\$137	8.5% of valuation
Valuation \$5,000 - \$20,000	\$425	3.26% of valuation > \$5,000
Valuation over \$20,000	\$1,077	4.72% of valuation > \$20,000

Specialized Inspections	Consultant cost +25%
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Overtime Inspection <i>(2 hour minimum charge)</i>	Cost + Overhead
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E. Assessment Districts

City Engineering Department Administration <i>(during formation, design, and construction)</i>	Cost + Overhead
Inspection <i>(Minimum charge is 4% of costs to construct public improvements)</i>	See Construction Inspec. Fee Table
Segregation Administration <i>Fee per district</i>	\$590.00

CITY OF PLEASANTON
MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff. 01.01.2021

A. Program Base Fees

Base Permit - Level 1	\$1,224.00
Base Permit - Level 2	\$629.00
Base Permit - Level 2 <i>Qualified Triennial-Inspection Facilities</i>	\$209.67
Base Permit - Level 3	\$422.00
Base Permit - Level 4	\$400.00
Public Schools & Jails	\$0.00

B. Annual Fire Code & Unified Program Activity Fees

1	Fire Pump	\$68.00
2	a Hotel, Motel, Apartment - Level 3	\$80.00
	b Hotel, Motel, Apartment - Level 5	\$422.00
3	School - Private	\$766.00
4	Highrise	\$1,018.00
5	Care Facility - Non Family Daycare	\$229.00
6	a Aerosol Products: < 55 gal	\$80.00
	b Aerosol Products: 55 -225 gal	\$102.00
	c Aerosol Products: 225-1,000 gal	\$125.00
	d Aerosol Products: 1k-10k gal	\$171.00
	e Aerosol Products: 10k-20k gal	\$217.00
	f Aerosol Products: 20k+ gal	\$251.00
7	Amusement Building	\$846.00
8	Aviation Facilities	\$262.00
9	Battery System	\$91.00
10	Candles and Open Flame in Assembly	\$34.00
11	a Cellulose Nitrate Film	\$137.00
	b Cellulose Nitrate Storage	\$137.00
12	Combustible Fibers	\$342.00
13	Combustible Dust-Producing Ops	\$342.00
14	Combustible Material Storage- Misc	\$149.00
15	a Compressed Gas: High Haz < 200 cu ft	\$366.00
	b Compressed Gas: High Haz 200-500 cu ft	\$434.00
	c Compressed Gas: High Haz 501 - 1k cu ft	\$549.00
	d Compressed Gas: High Haz 1k - 2k cu ft	\$721.00
	e Compressed Gas: High Haz 2k - 3k cu ft	\$904.00
	f Compressed Gas: High Haz 3+ cu ft	\$1,086.00
16	a Compressed Gas: Low Haz < 501 cu ft	\$91.00
	b Compressed Gas: Low Haz 501-2250 cu ft	\$114.00
	c Compressed Gas: Low Haz 2,250-10k cu ft	\$149.00
	d Compressed Gas: Low Haz 10k-100k cu ft	\$194.00
	e Compressed Gas: Low Haz 100k-200k cu ft	\$240.00
	f Compressed Gas: Low Haz 200k + cu ft	\$286.00
17	a Cryogenics: High Haz <200 cu ft	\$537.00
	b Cryogenics: High Haz 201 - 500 cu ft	\$641.00
	c Cryogenics: High Haz 501-1k cu ft	\$801.00
	d Cryogenics: High Haz 1k-2k cu ft	\$1,075.00
	e Cryogenics: High Haz 2k-3k cu ft	\$1,338.00
	f Cryogenics: High Haz 3k+ cu ft	\$1,613.00

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff. 01.01.2020

18	a	Cryogenics: Low Haz < 55 gal	\$91.00
	b	Cryogenics: Low Haz 55-225 gal	\$114.00
	c	Cryogenics: Low Haz 225-1k gal	\$137.00
	d	Cryogenics: Low Haz 1k-10k gal	\$182.00
	e	Cryogenics: Low Haz 10k-20k gal	\$229.00
	f	Cryogenics: Low Haz 20k + gal	\$274.00
19	a	Dry Cleaning Plant	\$160.00
	b	Dry Cleaning Plant <i>Qualified Triennial-Inspection Facilities</i>	\$53.33
20	a	Explosives: 550 lbs	\$492.00
	b	Explosives: 551-2,250 lbs	\$583.00
	c	Explosives: 2,251-10k lbs	\$732.00
	d	Explosives: 10k-100k lbs	\$972.00
	e	Explosives: 100k-200k lbs	\$1,224.00
	f	Explosives: 200k + lbs	\$1,464.00
21	a	Flam/Comb Liq: Above Ground < 55 gal	\$91.00
	b	Flam/Comb Liq: Above Ground 55-225 gal	\$137.00
	c	Flam/Comb Liq: Above Ground 55-225 gal <i>Qualified Triennial Inspection Fac.</i>	\$45.67
	d	Flam/Comb Liq: Above Ground 225-1,000 gal	\$182.00
	e	Flam/Comb Liq: Above Ground 225-1,000 gal <i>Qualified Triennial Inspection Facilities</i>	\$60.67
	f	Flam/Comb Liq: Above Ground 1k-10k gal	\$229.00
	g	Flam/Comb Liq: Above Ground 10k-20k gal	\$274.00
	h	Flam/Comb Liq: Above Ground 20k + gal	\$377.00
22		Fruit Ripening	\$114.00
23	a	HazMat Abovegrnd: < 55 gal	\$91.00
	b	HazMat Abovegrnd: 55-225 gal	\$114.00
		HazMat Abovegrnd: 55-225 gal <i>Qualified Triennial Inspection Facilities</i>	\$38.00
	c	HazMat Abovegrnd: 225-1k gal	\$182.00
		HazMat Abovegrnd: 225-1k gal <i>Qualified Triennial Inspection Facilities</i>	\$60.67
	d	HazMat Abovegrnd: 1k-10k gal	\$229.00
		HazMat Abovegrnd: 1k-10k gal <i>Qualified Triennial Inspection Facilities</i>	\$76.33
	e	HazMat Abovegrnd: 10k-20k gal	\$274.00
	f	HazMat Abovegrnd: 20k + gal	\$320.00
24	a	Haz Waste Generator: CESQG	\$125.00
	b	Haz Waste Generator: CESQG <i>Qualified Triennial Inspection Facilities</i>	\$41.67
	c	Haz Waste Generator: Lrg Quantity	\$342.00
	d	Haz Waste Generator: SQG	\$240.00
	e	Haz Waste Generator: SQG <i>Qualified Triennial Inspection Facilities</i>	\$80.00
	f	Haz Waste Treatment: CE only	\$526.00
	g	Haz Waste Treatment: CA, PBR	\$686.00
25		Universal Waste Collection Site	\$652.00
26		High-Piled Combust Storage	\$320.00
27	a	Hot-Works Oper: <551 cu ft	\$182.00
	b	Hot-Works Oper: 551 - 2,250 cu ft	\$217.00
	c	Hot-Works Oper: 2,251-10k cu ft	\$274.00
	d	Hot-Works Oper: 10k- 100k cu ft	\$366.00
	e	Hot-Works Oper: 100k-200k cu ft	\$457.00
	f	Hot-Works Oper: 200k+ cu ft	\$549.00

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff. 01.01.2020

28	a Liq Petroleum Gas: <226 gal	\$125.00
	b Liq Petroleum Gas: 226-500 gal	\$149.00
	c Liq Petroleum Gas: 501-2k gal	\$182.00
	d Liq Petroleum Gas: 2k-4k gal	\$251.00
	e Liq Petroleum Gas: 4-6k gal	\$309.00
	f Liq Petroleum Gas: 6+ k gal	\$377.00
29	Liq/Gas Vehicles in Assembly	\$217.00
30	Lumber Yard or Woodworking Plant	\$709.00
31	Magnesium	\$342.00
32	Mall, covered	\$1,613.00
33	Motor Vehicle Fuel Disp Station- no bulk	\$205.00
34	Ovens, Industrial	\$91.00
35	a POA: A-2	\$34.00
	b POA: A-1	\$57.00
	c POA: A-3	\$68.00
	d POA: A-4	\$91.00
	e POA: A-5	\$125.00
36	Pyrotech Spcl Effects Material	\$663.00
37	Refrigeration Equipment	\$171.00
38	Repair Garages	\$389.00
39	Rooftop Heliport	\$125.00
40	Spraying or Dipping	\$91.00
41	Tires - Rebuilding Plant	\$114.00
42	Tire - Storage of Scrap	\$114.00
43	a UST - 1 tanks	\$606.00
	b UST - 2 tanks	\$904.00
	c UST - 3 tanks	\$1,498.00
	d UST - 4 tanks	\$1,808.00
	e UST - 5 tanks	\$2,105.00
	f UST - 6 tanks	\$2,402.00
44	Waste Handling	\$149.00
45	Wood Products	\$125.00

C. Plan Review and Inspection Fees

1	Fire Sprinkler System Fees - New Construction:	
	a up to 20 Appliances	\$790.00
	b 21 - 100 Appliances	\$996.00
	c 101 - 200 Appliances	\$1,270.00
	d 201 - 350 Appliances	\$1,407.00
	e 351 - 1,000 Appliances, Base Fee	\$2,117.00
	for each additional 25 Appliances above 351	\$114.00
	f 1,000 + Appliances, Base Fee	\$2,941.00
	for each additional 100 Appliances above 1000	\$355.00
2	Fire Sprinkler System Fees - Alteration, TI:	
	a up to 4 Appliances	\$503.00
	b 5 - 20 Appliances	\$549.00
	c 21 - 100 Appliances	\$847.00
	d 101 - 200 Appliances	\$1,030.00

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e	201 - 350 Appliances	\$1,545.00
f	351 - 1,000 Appliances, Base Fee	\$2,163.00
	for each additional 25 Appliances above 351	\$114.00
g	1,000 + Appliances, Base Fee	\$3,238.00
	for each additional 100 Appliances above 1000	\$355.00
3	Residential (R-3) Fire Sprinkler System Fees:	
	up to 3,600 sq ft	\$973.00
	for each additional 1,800 sq ft	\$721.00
4	Specialized Fire Sprinkler System:	
a	Antifreeze	\$561.00
b	Dry Pipe Valve	\$366.00
c	Deluge/ Preaction	\$721.00
d	Clean Agent Gas	\$790.00
e	Dry Chemical	\$790.00
f	Foam	\$1,407.00
5	Pre-engineered Fire Protection System (kitchen suppression, etc)	\$412.00
6	Underground Systems:	
a	Up to 3 devices	\$790.00
b	Each additional device	\$172.00
7	Fire Pump, each	\$1,407.00
8	Fire Pump: Haz Mat Review (fuel)	\$606.00
9	Water Storage Tank - Gravity	\$812.00
10	Water Storage Tank - Pressure	\$812.00
11	Other Pre-Engineered Suppr System (building, full room system)	\$996.00
12	Fire Standpipe System	\$1,076.00
13	Fire Alarm System:	
a	Up to 15 Initiation devices	\$790.00
b	16 - 50 Initiation devices	\$996.00
c	51 - 100 Initiation devices	\$1,270.00
d	101 - 1000 Initiation devices	\$1,407.00
e	For each group of 50 additional devices over 1,000	\$229.00
14	New Bldg - no special uses	\$412.00
15	TI - no special uses	\$378.00
16	Spray Paint Booth:	
	Up to 2 Spray Paint Booths	\$893.00
	Each additional Spray Paint Booth	\$57.00
17	Propane Tank (LGP)	\$812.00
18	Above Ground Tank Removal:	
a	60 - 500 gallon	\$812.00
b	501 - 2000 gallon	\$847.00
c	2000 + gallon	\$973.00
19	Compressed Gas System- non high-hazard	\$400.00
20 a	Medical Gas- Level 1(lg)	\$1,694.00
b	Medical Gas- Level 3	\$515.00
21	Cryogenic Tank	\$400.00
22	Emergency Generator w/ Fuel Tank	\$400.00
23	Propane Exchange Rack	\$229.00

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24	Vehicle Access Gate, not part of a building	\$217.00
25	Refrigerant System, each	\$618.00
26	High-Piled storage of combustibles:	
a	Class I-IV 2,500 sq ft - 12,000 sq. ft.	\$400.00
b	Class I-IV 12,001 sq ft - 500,000 sq ft	\$664.00
c	High Hazard	\$927.00
27	Smoke Control System	\$1,488.00
28	SPAs, CUP, PUD	\$366.00
29	Each site inspection, after twice failed same inspection	\$526.00
30	Underground Storage Tank (UST) Installation:	
a	Up to 2 tanks	\$2,403.00
b	Each additional tank	\$229.00

D. Miscellaneous Fees

1	Candles and Open Flame in Assembly, per event	\$183.00
2	Carnivals and Fairs, per event	\$343.00
3	Exhibits and Trade Shows, per event	\$538.00
4	Pyrotechnical Special Effects show, per show	\$1,385.00
5	Temporary Membrane Structures, per event	\$217.00
6	Seasonal Lots (Xmas, Pumpkin, etc.), each lot	\$217.00
7	Open Burning, each application	\$149.00
8	Alternate Means or Method Application, each	\$183.00
9	Hydrant Flow Test, per area tested	\$355.00
10	Incident Reports, each	\$6.00
11	Licensed Care Facilities - Fire Clearance (other than Single-Family Home Residential Care), each	\$378.00
12	Dump Houses, each	\$1,236.00
13	Excessive False Alarms, each occurrence	\$446.00
14	Outside Plan Checker, per hour	\$143.00
15	UST - Removal up to 2 tanks, per hour	\$170.00
16	UST - Removal 3 or more, per hour	\$217.00
17	UST - Tank top, monitoring system etc., per hour	\$170.00
18	Other Plan Checks and Inspections (Emergency repair/modification to fire protection systems), per hour	\$170.00
19	Off hours inspections (3 hour minimum charge), per request	\$170.00
20	Asbestos abatement, per hour	\$170.00
21	Compressed Gas System High Hazard, per hour	\$170.00
22	Compressed Gas System High Hazard - additional for projects with more than one system, per hour	\$170.00
23	High- Rise (charge on hourly), per hour	\$170.00
24	Fire Alarm Monitoring Equipment change/replacement, per hour	\$170.00
25	Fire code assessment/approval change of occupancy/use/equipment/ access, per application	\$212.00
26	Service Required in Excess of Standard (due to size, occupancy uses or other than local regulations), per hour	\$170.00
27	Fire Monitoring System Only (Water flow, associated equipment, Central Station), per system	\$400.00

EXHIBIT C

CURRENT SEWER CAPACITY AND
AVAILABLE CREDIT IN GALLONS PER DAY

Site Addresses	Existing Building Sq. Ft.	Total Allocated GPDs Credit
5516-5596 Springdale Avenue	163,500 sq. ft.	13,495 GPD

EXHIBIT D

WATER METERS SERVING PROPERTY

Service Location	Billing Address	Meter Number	Meter Size	Purpose
5532 Springdale Avenue	6230 Stoneridge Mall Road	14324381	3-inch	domestic
5532 Springdale Avenue	6230 Stoneridge Mall Road	16112583	2-inch	irrigation
5532 Springdale Avenue	6230 Stoneridge Mall Road	16112547	2-inch	irrigation
5596 Springdale Avenue	P.O. Box 520	68596446	1-1/2-inch	domestic

EXHIBIT E

CONTRACT PROVISIONS FOR CONTRACTORS AND SUBCONTRACTORS REGARDING CONSTRUCTION SALES AND USE TAX

Subject to applicable laws and regulations, Developer's Contractor shall comply with the provisions of Section 3.13 to provide that local sales and use taxes generated in connection with all eligible purchases of materials, fixtures, furniture, machinery, equipment and supplies for the work to be performed hereunder are allocated directly to the City of Pleasanton (the "City"). In particular, Contractor shall:

- (a) Apply for a jobsite sub-permit with the California State Board of Equalization ("CBOE") prior to the purchase of any materials, fixtures, furniture, machinery, equipment and supplies for the work to be performed hereunder (a "Jobsite Sub-Permit"). Upon the request of Developer, Contractor shall furnish a copy of its application for Jobsite Sub-Permit. Promptly following Contractor's receipt of a Jobsite Sub-Permit from the CBOE, Contractor shall provide Developer and the City with a copy of such Jobsite Sub-Permit.
- (b) If Contractor is a seller and/or retailer of tangible items, apply for a seller's permit from the CBOE and provide the City with a copy of such seller's permit when it is received by Contractor from the CBOE.
- (c) (i) Incorporate a "transfer of title clause" in contracts for the purchase of materials and fixtures to be used in connection with the work to be performed hereunder, and (ii) issue resale certificates to Contractor's suppliers, whether based in state or out of state, when purchasing materials and fixtures. The "transfer of title clauses" in such purchase contracts shall: (A) explicitly provide for the transfer of title to the materials prior to the time materials are installed, and (B) separately state the price of materials, exclusive of the charge for installation.
- (d) Provide the Developer and the City, upon the reasonable request of either, with:
 - (A) A list of contractors and subcontractors in connection with the work to be performed hereunder, which list shall include (unless such information requires the disclosure of confidential information, trade secrets, or information that impairs the Developer's ability to gain pricing advantages relative to materials and services):
 - (i) Name of subcontractor
 - (ii) Address and telephone number of headquarters or office
 - (iii) Name and telephone number of contact person
 - (iv) Estimated value of the contract

(v) Estimated completion date

(vi) Scope of Work

(B) A copy of the first page and signature page of the subcontract; and

(C) Such additional information as may be reasonably requested in writing by the City to ensure compliance with the foregoing provisions, including without limitation copies of the Contractor's sales and use tax returns and schedules of purchases of materials, fixtures, equipment, and machinery.

(e) Acknowledge and agree to the following:

CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE CITY IS A THIRD PARTY BENEFICIARY OF THE FOREGOING PROVISIONS AND THAT CONTRACTOR'S AGREEMENT TO COMPLY WITH SUCH PROVISIONS FOR THE BENEFIT OF THE CITY IS A MATERIAL INDUCEMENT TO DEVELOPER IN ENTERING INTO THIS CONTRACT. CONTRACTOR FURTHER AGREES THAT ANY FAILURE BY CONTRACTOR TO COMPLY WITH THE FOREGOING PROVISIONS MAY BE DIRECTLY ENFORCED BY THE CITY. WITHOUT LIMITING THE REMEDIES OR OWNER OR THE CITY, THE CITY SHALL HAVE THE RIGHT TO SEEK, AS DAMAGES, THE FULL AMOUNT OF ANY SALES AND USE TAXES NOT ALLOCATED TO THE CITY AS A RESULT OF CONTRACTOR'S FAILURE TO COMPLY WITH THE FOREGOING PROVISIONS, WITHOUT REGARD TO WHETHER CONTRACTOR OR ITS SUBCONTRACTORS PAID SUCH SALES AND USE TAX, TOGETHER WITH INTEREST AT THE LOWER OF 10% OR THE HIGHEST INTEREST RATE ALLOWED BY LAW.