

CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov



CITY OF
HAYWARD
HEART OF THE BAY

Agenda

Tuesday, March 27, 2018

7:00 PM

Council Chambers

City Council

Mayor Barbara Halliday
Mayor Pro Tempore Elisa Márquez
Council Member Francisco Zermeno
Council Member Marvin Peixoto
Council Member Al Mendall
Council Member Sara Lamnin
Council Member Mark Salinas

CITY COUNCIL MEETING**CALL TO ORDER Pledge of Allegiance: Council Member Zermeño****ROLL CALL****CLOSED SESSION ANNOUNCEMENT****March 20, 2018****March 27, 2018****PUBLIC COMMENTS**

The Public Comment section provides an opportunity to address the City Council on items not listed on the agenda or Information Items. The Council welcomes your comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the City or are within the jurisdiction of the City. As the Council is prohibited by State law from discussing items not listed on the agenda, your item will be taken under consideration and may be referred to staff.

ACTION ITEMS

The Council will permit comment as each item is called for the Consent Calendar, Public Hearings, and Legislative Business. In the case of the Consent Calendar, a specific item will need to be pulled by a Council Member in order for the Council to discuss the item or to permit public comment on the item. Please notify the City Clerk any time before the Consent Calendar is voted on by Council if you wish to speak on a Consent Item.

CONSENT

1. [CONS 18-184](#) Authorization to Negotiate and Execute an Agreement with LDV Custom Specialty Vehicles for the Purchase of a new Mobile Command Center and to Appropriate Asset Forfeiture Funds and Bay Area Urban Area Security Initiative Grant Funds

Attachments: [Attachment I Staff Report](#)
 [Attachment II Resolution MCC Purchase](#)
 [Attachment III Resolution MCC Funds](#)
 [Attachment IV UASI Grant Agreement](#)

2. [CONS 18-196](#) Amendment No. 1 to Professional Services Agreement with St. Francis Electric, Inc., for On-Call Streetlight and Traffic Signal Maintenance Support Services - Approval to Increase and Appropriate Funds

Attachments: [Attachment I Staff Report](#)
 [Attachment II Resolution](#)
 [Attachment III Resolution](#)

3. [CONS 18-207](#) Authorization for the City Manager to Execute a Facility Operator Agreement with La Familia Counseling Services and Eden Youth and Family Center for Operations and Administration of the Planned South Hayward Youth and Family Center Community Multiservice Facility

Attachments: [Attachment I Staff Report](#)
 [Attachment II Resolution](#)
 [Attachment III Operator agreement SHYFC](#)

4. [CONS 18-201](#) Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with HdL Companies for Commercial Cannabis Program Application Review Services

Attachments: [Attachment I Staff Report](#)
 [Attachment II Resolution](#)
 [Attachment III Scope of Services](#)

5. [CONS 18-202](#) Adoption of a Resolution Authorizing the City Manager to
Execute a Professional Services Agreement with ICF
Incorporated for Commercial Cannabis Program Application
Review Services

Attachments: [Attachment I Staff Report](#)
[Attachment II Resolution](#)
[Attachment III Scope of Services](#)

6. [CONS 18-180](#) Approval of a Resolution in Support of Proposition 68, Park and
Water Bond of 2018

Attachments: [Attachment I Staff Report](#)
[Attachment II Resolution](#)
[Attachment III SB 5 Description of Funding](#)

WORK SESSION

Work Session items are non-action items. Although the Council may discuss or direct staff to follow up on these items, no formal action will be taken. Any formal action will be placed on the agenda at a subsequent meeting in the action sections of the agenda.

7. [WS 18-011](#) Follow-up Discussion of Rental Housing Affordability
Strategies and Community Proposed Tenant Protections
(Report from City Manager McAdoo)

Attachments: [Attachment I Staff Report](#)
[Attachment II Housing Policy Small Group Discussion](#)
[Attachment III Comparison of Rent Review](#)
[Attachment IV Improvement Value Annual Adjustments](#)

PUBLIC HEARING

8. [PH 18-025](#) FY 2019 Master Fee Schedule/Fine and Bail Schedule (Report from Finance Director Claussen)

Attachments:

[Attachment I Staff Report](#)
[Attachment II Resolution](#)
[Attachment III Ordinance 17-16](#)
[Attachment IV Resolution 17-162](#)
[Attachment V Ordinance 17-20](#)
[Attachment VI Resolution 17-167](#)
[Attachment VII Affordable Housing Impact Fees](#)
[Attachment VIII Cannabis Licensing Program](#)
[Attachment IX Library Meeting Rooms Fees](#)
[Attachment X Library Rooms Fees-Library Commission](#)
[Attachment XI Fine and Bail Schedule](#)
[Attachment XII Master Fee](#)

9. [PH 18-027](#) Public TEFRA Hearing as Required by the Internal Revenue Code of 1986, and Adoption of a Resolution Approving the Issuance of the California Municipal Finance Authority Multifamily Housing Revenue Bonds for the Purpose of Financing or Refinancing the Acquisition, Rehabilitation, Improvement and Equipping of Park Manor Apartments (Hearing Continued to April 3, 2018)

CITY MANAGER'S COMMENTS

Oral reports from the City Manager on upcoming activities, events, or other items of general interest to Council and the Public.

COUNCIL REPORTS, REFERRALS, AND FUTURE AGENDA ITEMS

Oral reports from Council Members on their activities, referrals to staff, and suggestions for future agenda items.

ADJOURNMENT

NEXT MEETING, April 3, 2018, 7:00 PM

PUBLIC COMMENT RULES

Any member of the public desiring to address the Council shall limit her/his address to three (3) minutes unless less or further time has been granted by the Presiding Officer or in accordance with the section under Public Hearings. The Presiding Officer has the discretion to shorten or lengthen the maximum time members may speak. Speakers will be asked for their name before speaking and are expected to honor the allotted time. Speaker Cards are available from the City Clerk at the meeting.

PLEASE TAKE NOTICE

That if you file a lawsuit challenging any final decision on any public hearing or legislative business item listed in this agenda, the issues in the lawsuit may be limited to the issues that were raised at the City's public hearing or presented in writing to the City Clerk at or before the public hearing.

PLEASE TAKE FURTHER NOTICE

That the City Council adopted Resolution No. 87-181 C.S., which imposes the 90-day deadline set forth in Code of Civil Procedure section 1094.6 for filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure section 1094.5.

****Materials related to an item on the agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, City Hall, 777 B Street, 4th Floor, Hayward, during normal business hours. An online version of this agenda and staff reports are available on the City's website. Written comments submitted to the Council in connection with agenda items will be posted on the City's website. All Council Meetings are broadcast simultaneously on the website and on Cable Channel 15, KHRT. ****

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested persons must request the accommodation at least 48 hours in advance of the meeting by contacting the City Clerk at (510) 583-4400 or TDD (510) 247-3340.

Assistance will be provided to those requiring language assistance. To ensure that interpreters are available at the meeting, interested persons must request the accommodation at least 48 hours in advance of the meeting by contacting the City Clerk at (510) 583-4400.



CITY OF HAYWARD

Hayward City Hall
777 B Street
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File #: CONS 18-184

DATE: March 27, 2018

TO: Mayor and City Council

FROM: Chief of Police

SUBJECT

Authorization to Negotiate and Execute an Agreement with LDV Custom Specialty Vehicles for the Purchase of a new Mobile Command Center and to Appropriate Asset Forfeiture Funds and Bay Area Urban Area Security Initiative Grant Funds

RECOMMENDATION

That the City Council adopts the attached resolutions:

1. Authorizing the City Manager to execute an agreement with LDV Custom Specialty Vehicles for the purchase of a new Mobile Command Center; and,
2. Appropriating a total of \$425,470.02 for the purchase:
 - a. \$340,332.02 appropriated from the Hayward Police Department Asset Forfeiture fund balance, and
 - b. Accepting and appropriating \$85,138 from Bay Area Urban Area Security Initiative (BAUASI) grant funds.

SUMMARY

The Hayward Police and Fire Department's current 1992 Mobile Command Center is beyond its serviceability and sustainability. A new Mobile Command Center is necessary to continue to meet the needs of public safety and critical incident response. The purchase will be funded from Police Department Asset Forfeiture Funds and an award from a BAUASI grant.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution to Purchase Mobile Command Center from LDV Custom Specialty Vehicles
Attachment III	Resolution to Accept and Appropriate Funding
Attachment IV	Agreement for Distribution of BAUASI Grant Funds

File #: CONS 18-184



DATE: March 27, 2018

TO: Mayor and City Council

FROM: Chief of Police

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SUMMARY

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BACKGROUND

The Hayward Police and Fire Department's current 1992 Mobile Command Center is beyond its serviceability and sustainability. A new Mobile Command Center is necessary to continue to meet the needs of public safety and critical incident response. Should the City experience a natural disaster, threat to public safety, or disruption to 911 dispatch capabilities, the Mobile Command Center will be a platform to provide continued services to the public.

Over the last two years, the Police Department's Special Response Unit members at the command level have researched the needs and capabilities of the new vehicle. They spent time looking at manufactured vehicles in the bay area. During the research, staff found that there are very few vendors who do complete build outs all under one company. Following the research, on October 6, 2017, staff issued a Request for Proposals for a new Mobile Command Vehicle.

Bay Area Urban Area Security Initiative (BAUASI) Grant

BAUASI has awarded the Hayward Police Department \$86,138 to purchase communications equipment for a new Mobile Command Center that would serve the Police and Fire departments. BAUASI was established after the terrorist attacks on 9/11 for the purposes of application for and allocation of federal Urban Areas Security Initiative program funds.

DISCUSSION

The Hayward Police Department plans on using the vehicle to meet the following CALEA standards:

- 41.1.3 Special-Purpose Vehicles – (a) authorization, conditions and limitations of usage
- 46.1.3 Command Function – (a) activating the incident command system
- 46.1.3 Command Function – (b) establishing a command post
- 46.1.6 Logistics Function – (a) communications, (e) specialized team and equipment needs
- 81.2.4 Radio Communications Procedures - a written directive establishes procedures for communications between field personnel and the communications center.

A nationwide bid was conducted and staff have chosen a vendor with a strong and positive reputation in the Bay Area for building mobile command centers custom-made to meet the needs of police departments. They have been in the industry of building these vehicles since 1977. LDV, Inc. was the only company to follow the bid requirements and submitted a full specification build out with CAD drawings of the vehicle. The City's corporation yard is familiar with, and can work on, the chassis/engine provided by LDV, Inc.

FISCAL IMPACT

The total cost to purchase the Mobile Command Vehicle is \$425,470.02. The City currently has the funds in the Police Department's Asset Forfeiture fund and the BAUASI grant award as follows:

- \$340,332.02 from Asset Forfeiture Fund Balance.
- \$85,138 from BAUASI Grant awarded specifically for the purpose of purchasing communications equipment for the mobile command vehicle.

STRATEGIC INITIATIVES

This agenda item is a routine operational item and does not relate to one of the Council's Strategic Initiatives.

NEXT STEPS

If the Council authorizes this action, staff will appropriate the funding into the Police Department's budget and enter into a contract to purchase the new Mobile Command Center.

Prepared by: Mark Ormsby, Lieutenant Special Operations

Recommended by: Mark Koller, Chief of Police

Approved by:



Kelly McAdoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH LDV CUSTOM SPECIALTY VEHICLES TO PURCHASE NEW MOBILE
COMMAND CENTER

WHEREAS, the City of Hayward has researched the needs and capabilities of a new mobile command vehicle.

WHEREAS, the City of Hayward intends to purchase the Mobile Command Vehicle from LDV Custom Specialty Vehicles for \$425,470.02 as an extension of the City of Hayward purchasing process to solicit bids that was completed in October 2017.

WHEREAS, the purchase is funded from Asset Forfeiture and a BAUASI grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is hereby authorized and directed to execute an agreement with LDV Custom Specialty Vehicles to purchase a new mobile command vehicle.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROPRIATE \$85,138 OF FUNDING FROM BAY AREA URBAN AREAS SECURITY INITIATIVE GRANT FUNDS, AND TO APPROPRIATE \$340,332.02 IN FUNDING FROM THE HPD ASSET FORFEITURE FUND FOR THE PURPOSE OF PURCHASING A MOBILE COMMAND CENTER

WHEREAS, the City of Hayward has researched the needs and capabilities of a new mobile command vehicle,

WHEREAS, the City of Hayward has approved the purchase of a mobile command vehicle,

WHEREAS, the Bay Area Urban Areas Security Initiative has agreed to award the City of Hayward Police Department \$85,138 to purchase communications equipment for the mobile command vehicle;

WHEREAS, the purchase is funded with \$340,332.02 from the Police Department's Asset Forfeiture Fund,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is hereby authorized and directed to accept and appropriate \$85,138 of funding from the Bay Area Urban Areas Security Initiative and appropriate \$340,332.02 from the Asset forfeiture fund for the purchase of a mobile command vehicle.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE CITY OF HAYWARD
FOR THE DISTRIBUTION OF FY 2017 UASI GRANT FUNDS**

THIS AGREEMENT is made this **NOVEMBER 1, 2017** in the City and County of San Francisco, State of California, by and between the **CITY OF HAYWARD** ("HAYWARD") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to HAYWARD on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) **“ADA”** shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) **“Authorized Expenditures”** shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) **“Event of Default”** shall have the meaning set forth in Section 7.1.

(d) **“Fiscal Quarter”** shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) **“Grant Funds”** shall mean any and all funds allocated or disbursed to HAYWARD (DUNS#: 090467031) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No.2017-0083, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 20, 2017.

(f) **“Grant Plan”** shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If HAYWARD requests any modification to the Grant Plan, HAYWARD shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) **“Indemnified Parties”** shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) **“Reimbursement Request”** shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. HAYWARD acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, HAYWARD acknowledges and agrees that the City shall have no obligation to disburse grant funds to HAYWARD until City and HAYWARD have fully and finally executed this Agreement. HAYWARD acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request HAYWARD to perform services or to provide materials, equipment and supplies that would result in HAYWARD performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay HAYWARD for services, materials, equipment or supplies that are provided by HAYWARD that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to HAYWARD additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2017** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2019.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHTY-FIVE THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS (\$85,138)**. The City will not automatically transfer Grant Funds to HAYWARD upon execution of this Agreement. HAYWARD must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to HAYWARD.

3.3 **Use of Funds.**

(a) **General Requirements.** HAYWARD shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. HAYWARD shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. HAYWARD shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, HAYWARD may submit a written request to modify the Grant Plan. HAYWARD shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, HAYWARD shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** HAYWARD shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. HAYWARD must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 Grant Assurances; Other Requirements; Cooperation with Monitoring.

(a) HAYWARD shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. HAYWARD shall require all subgrantees, contractors and other entities receiving Grant Funds through or from HAYWARD to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, HAYWARD shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. HAYWARD shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from HAYWARD comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) HAYWARD shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. HAYWARD shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, HAYWARD shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 Administrative, Programmatic and Financial Management Requirements. HAYWARD shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that HAYWARD comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 Technology Requirements.

- (a) National Information Exchange Model ("NIEM"). HAYWARD shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.
- (b) Geospatial Guidance. HAYWARD is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.
- (c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.
- (d) HAYWARD is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 Procurement Requirements.

- (a) General Requirements. HAYWARD shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.
- (b) Specific Purchases. If HAYWARD is using Grant Funds to purchase interoperable communication equipment, HAYWARD shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If HAYWARD is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, HAYWARD shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- (c) Bond requirement. HAYWARD shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 Subgrantee and Contractor Requirements.

- (a) HAYWARD shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from HAYWARD is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. HAYWARD shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. HAYWARD shall maintain documentary proof of this verification in its files. HAYWARD shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to

excluded parties. HAYWARD shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) HAYWARD shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from HAYWARD complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) HAYWARD shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from HAYWARD complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 Monitoring Grant Performance.

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of HAYWARD's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) HAYWARD is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from HAYWARD. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by HAYWARD, the City shall place a hold on all Reimbursement Requests from HAYWARD until the findings are resolved.

3.10 Disbursement Procedures. San Francisco shall disburse Grant Funds to HAYWARD as follows:

(a) HAYWARD shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for HAYWARD regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to HAYWARD any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until HAYWARD submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If HAYWARD is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until HAYWARD has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** HAYWARD agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, HAYWARD shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to HAYWARD hereunder or under any other Agreement with HAYWARD. Any such offset with respect to a portion of the disallowed amount shall not release HAYWARD from HAYWARD's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, HAYWARD acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. HAYWARD acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. HAYWARD shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. HAYWARD shall notify the UASI Management Team of any project that may require an EHP review. HAYWARD agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. HAYWARD shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, HAYWARD may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, HAYWARD shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, HAYWARD shall immediately

cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If HAYWARD is using Grant Funds for a communication tower project, HAYWARD shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that HAYWARD initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of HAYWARD to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** HAYWARD shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** HAYWARD understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that HAYWARD purchases or acquires using Grant Funds. HAYWARD shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** HAYWARD shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** HAYWARD shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** HAYWARD shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause HAYWARD to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** HAYWARD shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, HAYWARD shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. HAYWARD shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** HAYWARD shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by HAYWARD under Section 4.3, and allow access and the right to examine those items. HAYWARD shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as HAYWARD has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. HAYWARD shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, HAYWARD shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HAYWARD shall submit its audit report to the UASI Management Team no later than six months after the end of HAYWARD's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

HAYWARD represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by HAYWARD to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, HAYWARD certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) HAYWARD is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) HAYWARD complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) HAYWARD complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) HAYWARD is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

HAYWARD acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, HAYWARD must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, HAYWARD certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. HAYWARD shall provide documentation of its NIMS compliance to the UASI Management Team. HAYWARD acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** HAYWARD shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by HAYWARD's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement HAYWARD; (b) a material breach of any representation or warranty of HAYWARD contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of HAYWARD or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of HAYWARD or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by HAYWARD, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to HAYWARD by an Indemnified Party; (f) any tax, fee, assessment or other charge for which HAYWARD is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by HAYWARD or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** HAYWARD acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to HAYWARD by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give HAYWARD prompt notice of any Loss under Section 6.1 and HAYWARD shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of HAYWARD if representation of such Indemnified Party by the counsel retained by HAYWARD would be inappropriate due to conflicts of interest between such Indemnified

Party and HAYWARD. An Indemnified Party's failure to notify HAYWARD promptly of any Loss shall not relieve HAYWARD of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs HAYWARD's ability to defend such Loss. HAYWARD shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if HAYWARD contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from HAYWARD's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** HAYWARD fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by HAYWARD as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** HAYWARD fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** HAYWARD (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of HAYWARD or of any substantial part of HAYWARD's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by HAYWARD, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to HAYWARD or with respect to any substantial part of HAYWARD's property, (ii) constituting an order for relief or approving a petition for

relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of HAYWARD.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to HAYWARD and, on the date specified in such notice, this Agreement shall terminate and all rights of HAYWARD hereunder shall be extinguished. In the event of such termination, City will pay HAYWARD for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether HAYWARD has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to HAYWARD after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by HAYWARD in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving HAYWARD written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, HAYWARD shall commence and perform, with diligence, all actions necessary on the part of HAYWARD to effect the termination of this Agreement on the date specified by City and to minimize the liability of HAYWARD and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, HAYWARD shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse HAYWARD if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by HAYWARD or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by HAYWARD.** HAYWARD shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of HAYWARD hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of HAYWARD involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of HAYWARD or a sale or transfer of substantially all of the assets of HAYWARD shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **HAYWARD Retains Responsibility.** HAYWARD shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Anne.Kronenberg@sfgov.org

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Catherine Spaulding, Assistant General Manager
Catherine.Spaulding@sfgov.org

If to HAYWARD:

Hayward Police Department
300 W. Winton Avenue
Hayward, CA 94545
Mark Koller, Chief of Police
mark.koller@hayward-ca.gov

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **HAYWARD to Pay All Taxes.** HAYWARD shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, HAYWARD shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of HAYWARD.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of HAYWARD and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, HAYWARD agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, HAYWARD must provide the following information on HAYWARD letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;

- e) Award title (descriptive of the purpose of the funding action);
- f) Location of the entity and primary location of performance including city, state, and Congressional district;
- g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
- h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, HAYWARD agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, HAYWARD agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting HAYWARD's liability pursuant to Article 6 of this Agreement, HAYWARD shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 Additional Requirements Regarding Workers' Compensation. Regarding Workers' Compensation, HAYWARD hereby agrees to waive subrogation which any insurer of HAYWARD may acquire from HAYWARD by virtue of the payment of any loss. HAYWARD agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the HAYWARD, its employees, agents and subcontractors.

11.4 Additional Requirements for All Policies. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 Required Post-Expiration Coverage. Should any of the required insurance be provided under a claims-made form, HAYWARD shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 Lapse in Insurance. Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 Evidence of Insurance. Before commencing any operations or expending any Grant Funds under this Agreement, HAYWARD shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 Effect of Approval. Approval of the insurance by City shall not relieve or decrease the liability of HAYWARD hereunder.

11.10 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor or subgrantee will be used to complete any portion of this Agreement, HAYWARD shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the HAYWARD as additional insureds.

11.11 Authority to Self-Insure. Nothing in this Agreement shall preclude HAYWARD from self-insuring all or part of the insurance requirement in this Article. However, HAYWARD shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, HAYWARD agrees not to discriminate against any employee, San Francisco employee working with HAYWARD or any subgrantee of HAYWARD, applicant for employment with HAYWARD or subgrantee of HAYWARD, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, HAYWARD acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. HAYWARD agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** HAYWARD acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. HAYWARD shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, HAYWARD may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. HAYWARD agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit HAYWARD from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider HAYWARD's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

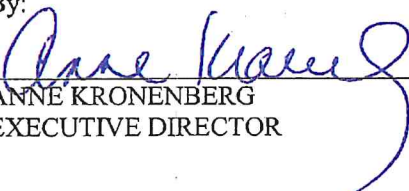
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

CITY OF HAYWARD:

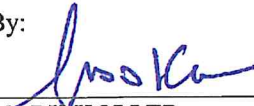
SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:



ANNE KRONENBERG
EXECUTIVE DIRECTOR

By:



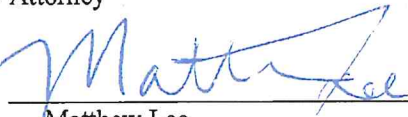
MARK KOLLER
CHIEF OF POLICE

Federal Tax ID #: 94-6000346

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Matthew Lee
Deputy City Attorney

Appendix A — Authorized Expenditures and Timelines

ENTITY: HAYWARD

Total allocation to be spent on the following solution areas:

<u>IJ Number and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>Project Title: Communication/Computer Equipment for Mobile Command Center</i>					
IJ-4: Strengthen Communications Capabilities	Funds to purchase communications equipment for a Mobile Command Center which would serve the Police and Fire Departments.	Sole Source Approval: 2/20/18 Issuance of PO: 3/30/18 Receive Equipment: 8/15/18 Test Equipment: 8/31/18	Project Completion date: 12/31/18 Final deadline for Claim Submittal: 1/31/19	<u>Equipment:</u> AEL#s 04AP-01-CADS 04MD-03-DISP 04SW-04-NETW 04SW-01-HHCD 06CC-04-EQSD 06CP-02-BRDG 06CP-01-MOBL 10PE-01-PCHG 10PE-00-UPS	PROJECT NOT TO EXCEED \$85,138
		TOTAL ALLOCATION			TOTAL NOT TO EXCEED: \$85,138

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.

- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, HAYWARD must transmit the request to the UASI for request to the State.
 - Prior to reimbursement, HAYWARD must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
 - HAYWARD must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.
-
- All requests for reimbursements must be submitted by January 31, 2019, unless an earlier deadline is set in this Appendix. HAYWARD should submit reimbursement requests on a quarterly basis, as applicable.
 - Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:
 - FY 2017 Homeland Security Grant Program Notice of Funding Opportunity: https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf
 - California Supplement to the Federal Funding Opportunity Announcement, dated September 2017, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202017%20HSGP%20State%20Guidances.pdf#search=Fiscal%20Year%202017%20Homeland%20Security%20Grant%20Program%20California%20Supplement%20to%20the%20Federal%20Notice%20of%20Funding%20Opportunity%20September%20as%20FY%2017%20Homeland%20Security%20Program%20California%20Supplement%20to%20the%20Federal%20Notice%20of%20Funding%20Opportunity>.
 - Authorized Equipment List: <http://www.fema.gov/authorized-equipment-list>
 - Cal OES Rules and Regulations, including the Recipient Handbook: <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2017%20Subrecipient%20Handbook.pdf>
 - Any equipment purchased under this Agreement must match the UASI 2017 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.
 - No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.
 - Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, 13.12.

- All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.

Appendix B-- Grant Assurances

Name of Jurisdiction: HAYWARD POLICE DEPARTMENT

Name of Authorized Agent: MARK KOLLER, Chief of Police

Address: 300 W. Winton Avenue

City: Hayward State: CA Zip Code: 94545

Telephone Number: (510) 293-5055

Fax Number: (925) 335-1508

E-Mail Address: mark.koller@hayward-ca.gov

As the duly authorized representative of HAYWARD, I hereby certify that HAYWARD has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that HAYWARD is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. HAYWARD hereby agrees to comply with the following:

1. Proof of Authority

HAYWARD will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that HAYWARD and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of HAYWARD and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

HAYWARD will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, HAYWARD certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

HAYWARD will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, HAYWARD agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, HAYWARD will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. HAYWARD certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where HAYWARD is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

HAYWARD will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

(all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), HAYWARD will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), HAYWARD certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

HAYWARD will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

HAYWARD shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, HAYWARD will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, HAYWARD will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

HAYWARD will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

HAYWARD will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment HAYWARD will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

HAYWARD agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

HAYWARD also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

HAYWARD will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

HAYWARD will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

HAYWARD must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, HAYWARD will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, HAYWARD will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

HAYWARD acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. HAYWARD should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

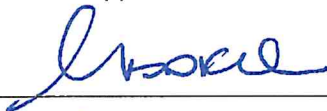
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. HAYWARD recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on HAYWARD, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by HAYWARD and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized by HAYWARD to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____



Printed Name of Authorized Agent: _____

MARK KOLLER

Title: _____

CHIEF OF POLICE

Date: _____

11/2/17



Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2018

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 17 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the City of HAYWARD for the Distribution of FY 2017 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2017, between the City of HAYWARD ("HAYWARD") and the City and County of San Francisco, HAYWARD hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

HAYWARD certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse HAYWARD for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and HAYWARD is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, HAYWARD certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. HAYWARD is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject HAYWARD to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of HAYWARD authorized to execute this Reimbursement Request on behalf of HAYWARD.

Signature of Authorized Agent: 

Printed Name of Authorized Agent: MARK KOLLER

Title: Captain of Police Date: 11/2/17

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Organization:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Equipment:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Purchase Order
- ☐ Packing Slip
- ☐ EHP Approval
- ☐ EOC Approval
- ☐ Watercraft or Aviation
- ☐ Sole Source
- ☐ Performance Bond
- ☐ Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Training Feedback Number
- ☐ EHP Approval
- ☐ Certificates/Proof of Participation
- ☐ Sign In Sheet
- ☐ Agenda

Exercise:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ After Action Report
- ☐ EHP Approval
- ☐ Overtime Authorization

For inquiries/questions, please contact:

MARK KOLLER
Print Name

Phone #: 510-293-7070

Email: MARK.KOLLER@HAYWARD-CA.GOV



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: CONS 18-196

DATE: March 27, 2018

TO: Mayor and City Council

FROM: Interim Director of Public Works

SUBJECT

Amendment No. 1 to Professional Services Agreement with St. Francis Electric, Inc., for On-Call Streetlight and Traffic Signal Maintenance Support Services - Approval to Increase and Appropriate Funds

RECOMMENDATION

That Council adopts the attached resolutions: 1) authorizing the City Manager to execute an amendment to the professional services agreement with St. Francis Electric, Inc., (SFI) for On-Call Streetlight and Traffic Signal Maintenance services for FY2018 and FY2019; and (2) authorizes a corresponding appropriation of \$115,000 from Fund 210 - Gas Tax.

SUMMARY

The current three-year professional services agreement with SFI is capped at \$175,000 annually. An amendment to the agreement for a \$115,000 increase is requested to account for unforeseen price increases of materials, and multiple street light knock downs caused by speeding vehicles. A similar one-time appropriation of \$115,000 is needed for FY2018. Of this amount, \$100,000 will be allocated to increase the contract with SFI and \$15,000 will be allocated for City staff time. Because these expenses are anticipated to continue, staff will request amending the FY2019 annual amount by \$115,000 through FY 2019 CIP budget process.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution
Attachment III	Resolution



DATE: March 27, 2018

TO: Mayor and City Council

FROM: Interim Director of Public Works

SUBJECT: Amendment No. 1 to Professional Services Agreement with St. Francis Electric, Inc., for On-Call Streetlight and Traffic Signal Maintenance Support Services – Approval to Increase and Appropriate Funds

RECOMMENDATION

That Council adopts the attached resolutions: 1) authorizing the City Manager to execute an amendment to the professional services agreement with St. Francis Electric, Inc., (SFI) for On-Call Streetlight and Traffic Signal Maintenance services for FY2018 and FY2019; and (2) authorizes a corresponding appropriation of \$115,000 from Fund 210 - Gas Tax.

SUMMARY

The current three-year professional services agreement with SFI is capped at \$175,000 annually. An amendment to the agreement for a \$115,000 increase is requested to account for unforeseen price increases of materials, and multiple street light knock downs caused by speeding vehicles. A similar one-time appropriation of \$115,000 is needed for FY2018. Of this amount, \$100,000 will be allocated to increase the contract with SFI and \$15,000 will be allocated for City staff time. Because these expenses are anticipated to continue, staff will request amending the FY2019 annual amount by \$115,000 through FY 2019 CIP budget process.

BACKGROUND

The City's Public Works Department is responsible for maintenance of 134 traffic signals and approximately 8,000 streetlights. The Route 238 Corridor Improvement project and recent relinquishments of Mission Boulevard and Jackson Street to the City by Caltrans will add 12 traffic signals, and approximately 280 streetlights to the existing inventory.

Prior to 2013, the City relied exclusively on outside contractors to maintain and repair streetlights and traffic signal equipment. In February 2013, the City hired its first in-house traffic signal technician. The position performs day-to-day services such as replacing signal detection, street light fixture repair, and overall inspection. In July 2016, Council authorized the City Manager to execute a three-year agreement with SFI for On-Call Streetlight and Traffic Signal

Maintenance services. The services provided by SFI support complex problem solving and labor-intensive projects, and after-hours and weekend emergency services. The services include, but are not limited to, installation of streetlights and traffic signal foundations, video detection and signal cabinet, signal communication and fiber optics, and accident damage repairs. Unfortunately, the City cannot recover the cost from all the traffic signal and street light accidents because of the hit-and-run nature of the incidents and the prevalence of uninsured motorists.

DISCUSSION

Within the past year, costs for maintenance of signals and streetlights have increased. While signal modifications and upgrades throughout the City were planned and budgeted for, the numerous knockdowns and price increases were not. For example, upwards of 15 streetlights were knocked down so far in FY2018 at a cost of ranging between approximately \$5,000 and \$15,000 per light. These and other large labor-intensive projects require staffing and equipment above and beyond what is available in-house.

ECONOMIC IMPACT

The funding for the proposed amendment to the professional services agreement is available in the City's existing Capital Improvement Program (CIP), Fund 210 – Gas Tax.

FISCAL IMPACT

The adopted FY18 CIP includes \$332,000 for Traffic Signal and Streetlight Maintenance in Fund 210. This covers the City staff time, supplies, and the SFI agreement. An additional FY2018 appropriation of \$100,000 for the SFI agreement and \$15,000 for additional staff time is requested from Fund 210. There is adequate fund balance in Fund 210 for the appropriation.

The cost for traffic signal and street light services by SFI was approximately \$230,000 in FY2017. This year is estimated to be \$275,000. Therefore, staff will request that the FY2019 annual agreement amount be increased to \$275,000 plus \$15,000 to cover staff costs. The funding for this increase will be requested through the CIP process.

STRATEGIC INITIATIVES

This agenda item supports the Complete Streets Strategic Initiative. The purpose of the Complete Streets Initiative is to build streets that are safe, comfortable, and convenient for travel for everyone, regardless of age or ability, including motorists, pedestrians, bicyclists, and public transportation riders. This item supports the following goals and objectives:

Goal 1: Prioritize safety for all modes of travel.

Objective 3: Ensure that roadway construction and retrofit programs and projects include complete streets elements.

Goal 2: Provide Complete Streets that balance the diverse needs of users of the public right-of-way.

Objective 1: Increase walking, biking, transit usage, carpooling and other sustainable modes of transportation by designing and retrofitting streets to accommodate all modes.

This agenda item also supports the Complete Communities Strategic Initiative. The purpose of the Complete Communities initiative is to create and support structures, services, and amenities to provide inclusive and equitable access with the goal of becoming a thriving and promising place to live, work and play for all. This item supports the following goals and objectives:

Goal 1: Improve quality of life for residents, business owners, and community members in all Hayward neighborhoods.

Objective 4: Create resilient and sustainable neighborhoods.

SUSTAINABILITY FEATURES

Maintaining reliable and robust infrastructure will over time minimize the City's environmental footprint. The upkeep of the City's street light inventory is an important part of a sustainable community, in that it allows the City to meet environmental goals by replacing high energy lights with more energy efficient lights.

PUBLIC CONTACT

No public contact has been made related to this amendment.

NEXT STEPS

If Council authorizes the contract services, the City Manager will finalize negotiations and amend the contract with SFI.

Prepared by: Fred Kelley, Transportation Manager
Lucky Narain, Senior Management Analyst

Recommended by: Alex Ameri, Interim Director of Public Works

Approved by:



Kelly McAdoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH ST. FRANCIS ELECTRIC, INC., FOR ON-CALL STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE TO INCREASE CONTRACT AMOUNT BY \$100,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$275,000.

WHEREAS, the City entered into an Agreement with St. Francis Electric, Inc. ("St. Francis") on July 5, 2016 for St. Francis to provide on-call streetlight and signal maintenance services; and

WHEREAS, the City requires additional support services related to on-call streetlight and traffic signal maintenance, and the City does not have the resources to perform this work; and

WHEREAS, St. Francis has demonstrated technical expertise and applicable experience, and reasonable labor hours and hourly rates; and

WHEREAS, St. Francis is willing to provide such additional support services; and

WHEREAS, the Capital Improvement Program's Fund 210 – Gas Tax, includes sufficient funding for St. Francis to perform additional support services required by the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is hereby authorized to amend the professional services agreement with St. Francis to increase the contract amount for on-call streetlight and traffic signal maintenance by \$100,000 to a total not-to-exceed \$275,000.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AMENDING RESOLUTION 17-088, THE BUDGET RESOLUTION FOR
CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2018, RELATING TO AN
APPROPRIATION OF FUNDS FROM FUND 210 – GAS TAX

BE IT RESOLVED by the City Council of the City of Hayward that Resolution 17-088,
the Budget Resolution for Capital Improvement Projects for Fiscal Year 2018, is hereby
amended by an additional appropriation of \$115,000 from Fund 210 – Gas Tax to Project
05187– Traffic Signal Maintenance.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: CONS 18-207

DATE: March 27, 2018

TO: Mayor and City Council

FROM: Library and Community Services Director

SUBJECT

Authorization for the City Manager to Execute a Facility Operator Agreement with La Familia Counseling Services and Eden Youth and Family Center for Operations and Administration of the Planned South Hayward Youth and Family Center Community Multiservice Facility

RECOMMENDATION

That Council approves the attached resolution (Attachment II) authorizing the City Manager to execute a Facility Operator Agreement with La Familia Counseling Services and Eden Youth and Family Center for operations and administration of the planned South Hayward Youth and Family Center community multiservice facility.

SUMMARY

The South Hayward Youth and Family Center Project's development has progressed to the point where a Facility Operator and Administrator is needed to support and participate in the Project during the upcoming project phases. The project's steering committee, known as the Phase I Governance Group, with the prior consent of Council, conducted a Request for Qualifications process to identify a Facility Operator and Administrator, and unanimously identified La Familia Counseling Services and Eden Youth and Family Center as the most qualified operator for the Project.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution
Attachment III	Draft operator agreement



DATE: March 27, 2018

TO: Mayor and Council

FROM: Library and Community Services Director

SUBJECT: Authorization for the City Manager to Execute a Facility Operator Agreement with La Familia Counseling Services and Eden Youth and Family Center for Operations and Administration of the Planned South Hayward Youth and Family Center Community Multiservice Facility

RECOMMENDATION

That Council approves the attached resolution (Attachment II) authorizing the City Manager to execute a Facility Operator Agreement with La Familia Counseling Services and Eden Youth and Family Center (Attachment III) for operations and administration of the planned South Hayward Youth and Family Center community multiservice facility.

SUMMARY

The South Hayward Youth and Family Center Project's development has progressed to the point where a Facility Operator and Administrator is needed to support and participate in the Project development going forward. The project's steering committee, known as the SHYFC Governance Group, with the prior consent of Council conducted a Request for Qualifications process to identify a Facility Operator and Administrator, and unanimously identified La Familia Counseling Services and Eden Youth and Family Center as the most qualified Operators for the Project.

BACKGROUND

Council has long recognized and worked to respond to the South Hayward community's need for a new youth and family community multiservice center. The City of Hayward, the County of Alameda, and Hayward Area Recreation and Parks District since 2013 have jointly worked together to plan, finance, construct, and operate a new brick-and-mortar center to be called the "South Hayward Youth and Family Center" (SHYFC).

The City, the County, and HARD in 2015 formed the SHYFC Governance Group, comprised of authorized representatives from each agency, to guide the SHYFC project and obtain the resources needed to complete and sustain it; and to ensure that the project successfully serves the South Hayward community in conjunction with the existing Matt Jimenez Community Center, Tennyson Park, and Hayward Fire Station and Community Health Clinic.

Council has convened to review the project's progress and provide direction on multiple occasions, most recently in a [joint work session with the HARD Board of Directors on January 30, 2018](#)¹.

DISCUSSION

The SHYFC Governance Group, with prior consent from Council, issued a Request for Qualifications (RFQ) for Facility Operator and Administrator Services in September 2016. Three responses were received from Eden Area YMCA, La Familia Counseling Services, and Eden Youth and Family Center, respectively. A careful review ensued, which included the commissioning and implementation of a supplemental Market Feasibility Study and Community Survey, followed by the issuance of additional RFQ Clarifying Questions to the three RFQ respondents.

During this review period, Eden Area YMCA withdrew from consideration due to organizational changes and consolidations taking place in YMCA of the East Bay, their parent organization. At that time, Eden Youth and Family Center and La Familia Counseling Services partnered and resubmitted a joint response to the RFQ.

On August 7, 2017, the Governance Group identified La Familia Counseling Services and Eden Youth and Family Center, jointly, as the recommended facility operators, at which time, the City entered negotiations with the identified joint operators. A draft operator agreement was presented to the SHYFC Governance Group for review on February 5, 2018, and the SHYFC Governance Group unanimously recommended approval of the agreement to the participating agencies' governing bodies.

STRATEGIC INITIATIVES

This agenda item supports Council's Tennyson Corridor Strategic Initiative. The overarching purpose of the Tennyson Corridor Strategic Initiative is to develop an attractive, cohesive, thriving Tennyson Corridor through thoughtful engagement of residents, businesses, and community partnerships. This agenda item supports the following goal and objective:

Goal 1: Create a community vision plan for the Tennyson Corridor and catalyst sites to serve as a foundation for long-term planning and policies.

Objective 3: Lead the development and construction of a new South Hayward Family Center in coordination with community stakeholders.

FISCAL IMPACT

The agreement has no direct impact to the General Fund. There is no compensation associated with the agreement until the new SHYFC facility construction is complete, the date of which is

¹ Source URL: <https://hayward.legistar.com/LegislationDetail.aspx?ID=3320945&GUID=7C5F9E6A-2150-4930-98F2-D11A2BFDF294&Options=&Search=>

unknown at this time. Under the terms of the agreement, the Operators will, on the day when the new SHYFC facility is eventually completed and the Operators take occupancy, commence paying rent to the City of Hayward at a rate of \$1 per square foot per year, not to exceed a total of \$36,000 per year. The Operators will bear all responsibility for costs related to the facility's day-to-day operations, including maintenance, utilities, landscaping, janitorial, staffing, insurance, and related costs. Under the terms of the Agreement, all rent paid to the City will be deposited into a segregated and protected Long Term Maintenance Fund administered by City, with all interest accrued by deposited monies to be immediately folded back into said Fund; and withdrawals from said Fund shall be limited only to expenses pertaining to the Center's long-term capital maintenance needs as identified and approved by the City.

NEXT STEPS

Should Council approve the resolution in Attachment II, the City Manager will work with La Familia Counseling Services and Eden Youth and Family Center to finalize and execute the SHYFC Facility Operator Agreement shown in Attachment III.

Prepared and recommended by: Sean Reinhart, Library and Community Services Director

Approved by:



Kelly McAdoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FACILITY OPERATOR AGREEMENT WITH LA FAMILIA COUNSELING SERVICES AND EDEN YOUTH AND FAMILY CENTER FOR OPERATIONS AND ADMINISTRATION OF THE PLANNED SOUTH HAYWARD YOUTH AND FAMILY CENTER COMMUNITY MULTISERVICE FACILITY

WHEREAS, Council recognizes the South Hayward community's need for a new youth and family center; and

WHEREAS, the City of Hayward, the County of Alameda, and Hayward Area Recreation and Parks District have jointly worked together to plan, finance, construct, and operate a new youth and family center to be called the "South Hayward Youth and Family Center" (the Project); and

WHEREAS, the City, the County, and HARD in 2015 formed a Phase I Governance Group, comprised of authorized representatives from each agency, to guide the Project and obtain the resources needed to complete and sustain it; and to ensure that the Project successfully serves the Hayward community in conjunction with the existing Matt Jimenez Community Center, Tennyson Park, and Hayward Fire Station and Community Health Clinic; and

WHEREAS, Council and the Phase I Governance Group recognize the Project's development has progressed to the point where a Facility Operator and Administrator is needed to support and participate in the Project during the upcoming project phases; and

WHEREAS, the Phase I Governance Group, with the prior consent of Council, conducted a Request for Qualifications process to identify a Facility Operator and Administrator, and unanimously identified La Familia Counseling Services and Eden Youth and Family Center as the most qualified operator for the Project;

NOW, THEREFORE BE IT RESOLVED that the Hayward City Council authorizes the City Manager to negotiate and execute a facility operator agreement with La Familia Counseling Services and Eden Youth and Family Center for Operations and Administration of the Planned South Hayward Youth and Family Center Community Multiservice Facility.

IN COUNCIL, HAYWARD, CALIFORNIA, MARCH 27, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

OPERATIONS AGREEMENT BETWEEN

CITY OF HAYWARD

AND

SOUTHERN ALAMEDA COUNTY COMITE FOR RAZA MENTAL HEALTH, DOING
BUSINESS AS LA FAMILIA COUNSELING SERVICES

AND

EDEN YOUTH AND FAMILY CENTER

THIS AGREEMENT, dated this ___st day of _____ 2018, is by and between Southern Alameda County Comite for Raza Mental Health, a California nonprofit corporation, doing business as La Familia Counseling Service ("La Familia"), Eden Youth and Family Center ("EYFC", and jointly with La Familia, "Operator"), and City of Hayward, a municipal Charter City within the State of California ("City" and, together with Operator each, a "Party" and together, the "Parties").

RECITALS

WHEREAS, City of Hayward ("City") and County of Alameda ("County") intend to plan, develop and construct the South Hayward Youth and Family Center (the "Center") to be located at 680 West Tennyson Road, South Hayward, California (the "Property");

WHEREAS, the construction project for the Center will be financed by the City and County and other private sources, the Center will be owned by the City, and the Center will be exclusively managed and operated by the Operator pursuant to this Agreement;

WHEREAS, the Parties desire for Operator to manage, administer and provide operational oversight of the Center after the completion of construction of the Center;

WHEREAS, City, as landlord, and Operator, as tenant, will also subsequent to this Agreement enter into a Master Lease Agreement concerning the Property (the "Lease") upon completion of the Property construction and issuance of Certificate of Occupancy at a future date to be determined, wherein Operator will be the master tenant of the Property;

WHEREAS, Operator also intends to occupy a portion of the Center, when it is completed, for its own purposes consisting of approximately 4,000 square feet for its programs and approximately 1,000 square feet for its administrative offices (collectively the "Tenant's Premises") wherein Operator will relocate and/or establish its programs related to mental health, substance abuse, disorder treatment and youth and adult programming services;

WHEREAS, pursuant to the terms of the Lease, Operator shall be entitled to sublease a portion of the Center, when it is completed, to certain subtenants (the "Subtenants") in accordance with written sublease agreements between Operator and the Subtenants (the "Subleases").

WHEREAS, Operator is qualified, experienced, and competent to perform the services which will be required by this Agreement; and

WHEREAS, Operator is willing to render such services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Operator and City agree as follows:

AGREEMENT

(1) Purpose. This Agreement governs Operator's provision of facility administration and operational oversight of the South Hayward Family Center ("the Center") after completion of construction. It is the Parties' intention to give Operator substantial discretion in its operation of the Center while jointly setting performance standards to ensure the City's substantial financial investments in constructing the Center is maintained, and that the Center is operated for benefit of the Hayward community. The City and the County shall plan, develop and construct the Center to be

located at the Property. The construction project for the Center shall be financed by the City and County and other private sources, and the construction project shall be overseen, supervised and managed by the City and County. Operator shall not be responsible to develop, build or construct the Center to be located at the Property. However, Operator shall have a formal and meaningful role in the design development process and shall be consulted and included in every phase of the facility's architectural development.

(2) Rights, Obligations and Liabilities. The provisions of this Agreement neither expand nor reduce the Parties' rights, obligations or liabilities contained within other Agreements, Governance MOUs, or Facility Leases entered into by the Parties that may also pertain to the South Hayward Family Center facility, its operations, and/or its construction. Where there is conflict between the provisions of this Agreement and of any other relevant Agreement, the Governance MOU or the Facility Lease shall control, as applicable.

(3) Compensation. Within thirty (30) days after the completion of the new Center construction, Operator hereby agrees to take occupancy of the Center and commence paying rent to City at a rate of \$1 per square foot per year, not to exceed a total of \$36,000 per year. The \$1 per square foot rate shall include the entire square footage of all indoor spaces and facilities that comprise the completed Center, as defined in the final construction documents. Payments shall be made on the first day of each month, commencing thirty (30) days after completion of the new Center construction and issuance of a Certificate of Occupancy. All rent payments made by Operator to City under the terms of this Agreement shall be deposited by City into a segregated and protected Maintenance Fund administered by City, with any and all interest accrued by deposited monies to be immediately folded back into said Maintenance Fund, and withdrawals from said Maintenance Fund shall be limited only to expenses pertaining to the Center's long-term capital maintenance needs as described in Exhibit D.

(4) Effective Date and Term. The effective date of this Agreement is ___, 2018, and it shall terminate thirty-six (36) months after construction of the new Center is completed, or December 31, 2021, whichever comes first, unless the Agreement is renewed by the Parties prior to termination.

(5) Independent Nonprofit Status. It is expressly understood and agreed by the Parties that while engaged in carrying out and complying with any of the terms and conditions of this Agreement, Operator remains an independent nonprofit organization operating under contract, and not an employee nor representative of the City. Operator expressly warrants not representing, at any time or in any manner, that Operator is an employee or representative of the City.

(6) Advice and Status Reporting. Operator shall provide the City with written quarterly reports of all significant developments arising during performance of its services hereunder, including any specific information or details which the City may request. Reports shall be prepared and submitted in a format of City's choosing.

(7) Assignment and Subcontracting. The Parties hereto recognize that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Operator. Neither this Agreement nor any interest therein may be assigned by Operator without the prior written approval of the duly authorized representatives of City. Operator shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the duly authorized representatives of City.

(8) Maintenance, Repairs and Replacement. Except for design and construction errors and defects, Operator is responsible for regular maintenance, repair, and upkeep of all equipment, fixtures and furnishings, and associated permitting following expiration of the contractor's warranty, with equipment and materials of equivalent or better quality, as described in subsections (a) through (m), below. Where replacements cannot be made with the same equipment or materials identified, such changes shall be documented in writing and disclosed to City during the annual maintenance reports called for herein. On a semi-annual basis for the first three years of operation, and then annually thereafter, City shall jointly conduct facility inspections to evaluate conditions and determine immediate and long-term maintenance and repair needs. Except for design and construction errors and defects, Operator is further responsible for site maintenance and landscaping including capital replacement, major repairs to driveways, parking areas and fencing, graffiti removal and plant replacement. Operator is to document maintenance, repair and replacement work and report annually to City on work performing, and anticipated needs for the next year. Operator's maintenance, repair and replacement work shall at minimum conform to the following requirements:

- a. Generally maintaining the Center in good, vermin free, operating condition and appearance.
- b. Furnishing prompt, good quality repair of the Center equipment, and appurtenances.
- c. Furnishing inspections as required by law and preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, fire life-safety systems and fixtures.

- d. Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballasts, starters, LED drivers and boards, and filters for the heating, ventilating and air conditioning equipment as required.
- e. Painting as necessary to maintain the Center in a neat, clean and orderly condition.
- f. Annual testing and maintenance of all fire extinguishers in or adjacent to the Center.
- g. Repairing and replacing as necessary intra- and inter-building network telephone cable and devices.
- h. Maintenance of onsite solar panels to ensure vendor-specified expected performance, and repair or replacement of any solar panels that are damaged by neglect or abuse. Any replacements shall be made with equal or better-performing solar panels.
- i. Cleaning and repairing floor coverings per manufacturer's specifications and recommended schedule, and as necessary to maintain floor coverings in clean and safe condition.
- j. Maintaining, repairing and/or replacing landscaping and its associated infrastructure with landscaping of an equal or higher quality as landscaping that is installed at the time of construction completion.
- k. Keeping all walkways, parking lots, entrances and auxiliary areas reasonably free of excessive standing water, oil spills, debris or other material which may impact their use.
- l. Replacing all plate and other glass in and about the Center which may become damaged or broken.
- m. Maintaining, repairing, preserving and replacing as necessary fixtures and equipment, including, all computer, telephone and data cabling and equipment, door locks, closing devices, security devices, windows, window sashes, casements and frames, floors and floor coverings, shelving, kitchen, restroom facilities and/or appliances of any kind located within the Center, so as to keep all of the foregoing elements of the Center in good condition and repair.

Such maintenance and repairs shall be performed promptly and with due diligence, and in a first-class and workmanlike manner, by licensed contractor(s) that are selected by Operator. If Operator refuses or neglects to repair or to commence to repair and maintain the Center properly as required hereunder to the reasonable satisfaction of City, then at any time following thirty (30) days from the date on which City makes a written demand on Operator to effect such repair and maintenance, City may enter upon the Center and make such repairs and/or maintenance, and upon completion thereof, Operator agrees to pay to City the reasonable costs for making such repairs within ten (10) days after receipt from City of a written itemized bill therefor, including documentation of all costs.

(9) Operations. Operator to operate facility for benefit of the community in accordance with the broad principles outlined in Governance MOU and Facility Lease, but otherwise has discretion as to programs to be offered and setting appropriate use fees.

- a. Hours. The initial hours of operation of the Center during which the Center shall be open to the general public shall be no fewer than six (6) days and forty-eight (48) hours per week, with no fewer than six (6) hours of public operation on any given open day. Operator shall have discretion to open the Center at other times, but shall provide City with notice of off-hours operations. Any changes to the initial hours of operation, and any subsequent changes, shall be made in writing.
- b. Fees. The Parties acknowledge that funding ongoing operations at the Center will depend significantly on user fees and sub-lease rental revenue generated from use of the Center, and that Operator, therefore, may set user fees at its discretion.
- c. Programs. Operator shall meet at least annually with City regarding programming for the next 12-month period. Operator shall consider City's comments on programming, but final decisions on programming shall be solely made by Operator.
- d. Access. Operator shall make the Center open and available on an equal basis to all persons regardless of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, or political affiliation. Access shall not be limited to residents of the South Hayward community; however, Operator may set fees or provide access or prioritize access to facilities or programs based on whether individuals reside within City of Hayward and/or County of Alameda boundaries to the extent such differentiation is in accordance with applicable law and furthers the purposes for which the Center was constructed.
- e. Operational Changes. Any changes to the operational provisions herein that do not require modification of this Agreement may be made in writing or orally, as appropriate, by officials so designated by Parties acting within the scope of each official's delegation. Any changes that materially alter the operational provisions herein shall be documented as an amendment to this Agreement.

(10) Utilities. Operator to be responsible for the payment of all utilities' costs, except as otherwise provided. Invoices from utilities' providers shall be sent directly to Operator.

(11) City Right of Use. City shall be able to use the shared community room or classroom spaces at no cost for an agreed upon number of days during the year. The number of days of use shall depend on Operator's scheduled use of the facilities and on whether such use will have a significant financial impact on Operator or its ability to operate the Center. During the first year of operation and

except as otherwise provided herein, City shall have use of the shared community rooms or classrooms no less than two times per month for meetings lasting less than a day. City shall, at the beginning of each year of operation, provide Operator with a list of dates it desires to use the multipurpose room or classrooms. Operator shall approve the City's requested dates of use unless such dates interfere with uses previously scheduled by Operator, in which case the Parties will seek an alternative date for the City's use, or the use has a significant financial impact on Operator or its ability to operate the Center. For uses other than as set forth above, City shall pay Operator standard user fee rates for use of the community room, classrooms and/or other facilities at the Center. City's right of use will not relieve City from adhering to Operator's regulations for use of the facilities or insurance requirements.

(12) "Net Zero" and Solar Equipment. The Center will be a "Net Zero Energy" facility. Operator will operate all Center facility systems in accordance with Net Zero Energy procedure manuals, as provided and updated by City, to achieve Net Zero Energy goals. Solar panels and related equipment will be installed per the plans and specifications and will be owned by City, but operated, repaired and maintained by Operator. Operator shall report annually to City on achieving Net Zero energy goals. Operator may be relieved of operating Center facility systems in accordance with Net Zero requirements upon a showing of significant financial hardship not related to lack of technical expertise or inappropriate or incorrect operation of the Net Zero equipment. Operator shall resume Net Zero operations immediately upon the end of any period of financial hardship. Operator shall present City with evidence of a significant financial hardship, and upon such presentation City shall determine in their reasonable discretion whether to relieve Operator of meeting Net Zero operation requirements, which approval shall not be unreasonably withheld.

(13) Parking Operations. Operator may reserve twelve parking spots at the Center for staff or loading, the location of which shall be determined by Operator, but otherwise shall make all parking spots at Center available to Center visitors. At no time shall Operator reduce the number of designated parking spots necessary to serve disabled patrons below the minimum number of spots required under the Americans with Disabilities Act or other legal or regulatory requirements.

(14) Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Operator, at its own cost and expense, shall carry and maintain for the duration of the agreement, such insurance as is acceptable to the City Attorney and under forms of insurance satisfactory in all respects to City as set forth in Exhibit A. Operator shall provide proof thereof. Operator shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Operator has also been obtained for the subcontractor.

- a. Notice of Reduction in Coverage. In the event that any coverage required under this agreement is reduced, limited, or materially affected in any other manner, Operator shall provide written notice to City at Operator's earliest possible opportunity and in no case later than five days after Operator is notified of the change in coverage.
- b. In addition to any other remedies City may have if Operator fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
 - ii. Order Operator to stop work under this agreement or withhold any payment which becomes due to Operator hereunder, or both stop work and withhold any payment, until Operator demonstrates compliance with the requirements hereof;
 - iii. Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Operator's failure to maintain insurance or secure appropriate endorsements.

(15) Indemnification – Operator's Responsibility. It is understood and agreed that Operator has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement, which the City relies upon the professional skills of Operator to do and perform Operator's work in a skillful and professional manner, and Operator thus agrees to so perform the work.

Acceptance by City of the work performed under this Agreement does not operate as a release of said Operator from such professional responsibility for the work performed. It is further understood and agreed that Operator is apprised of the scope of the work to be performed under this agreement and Operator agrees that said work can and shall be performed in a fully competent manner.

Operator shall indemnify, defend, and hold City, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action

arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Operator, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Operator to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Operator from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(16) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Operator, its employees, agents, or subcontractors by federal or state law, Operator warrants that such license has been obtained, is valid and in good standing, and Operator shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(17) Termination. If, through any cause, the Operator shall fail to fulfill in a timely and proper manner its obligations under this agreement, City shall thereupon have the right to terminate this agreement by giving written notice to the Operator of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. Without prejudice to the foregoing, the Operator agrees that if, prior to the termination or expiration of this agreement upon any final or interim audit by City, or otherwise, it shall be disclosed to, or determined by the City, that the Operator shall have failed in any way to comply with any requirements of this agreement, the Operator shall forthwith bring itself into compliance and shall pay to the City forthwith whatever sums are so disclosed to be due to the City (or shall, at City's election, permit City to deduct such sums from whatever amounts remain undisbursed by City to the Operator pursuant to this agreement); if this agreement shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the Operator shall pay to the City forthwith whatever sums are so disclosed to, or determined by City, to be due to City. Anything in this agreement to the contrary notwithstanding, City shall have the right to terminate this agreement with or without cause at any time upon giving the Operator at least thirty (30) days written notice prior to the effective date of such termination.

(18) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Operator:	[OPERATOR] [ADDRESS] [CITY, STATE, ZIP]
To City:	City Manager 777 B Street Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(19) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Operator pursuant to this agreement, shall be the property of City at the moment of their completed preparation.

(20) Amendments. This Agreement may be modified or amended only by a written document executed by all Parties and approved as to form by the City Attorney. Such document shall expressly state that the Parties intend to amend the terms and conditions of this Agreement.

(21) Abandonment by Operator. In the event the Operator ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Operator shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incur as a result of such cessation or abandonment.

(22) Waiver. The waiver by any of the Parties of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(23) No Third-Party Rights. The Parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(24) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of any of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(25) Compliance with Laws. In the performance of this Agreement, Operator shall abide by and conform to any and all applicable laws of the United States and the State of California, and the Hayward City Charter and all ordinances of City. Operator warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(26) Controlling Law. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

(27) Conflict of Interest. Operator warrants and covenants that Operator presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Operator shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this agreement. Operator further warrants its compliance with the Political Reform Act (Gov. Code sections 81000 et seq.) respecting this agreement.

(28) Nondiscrimination. Operator shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the agreement are incorporated by this reference.

(29) Nondiscriminatory Employment Practices Provision. Operator shall comply with the "City of Hayward Nondiscriminatory Employment Practices Provision" and "Special Affirmative Action Provision for Supply and Service Contracts," copies of which are attached hereto and incorporated herein by reference as Exhibit B and, where applicable, cause its subcontractors in excess of \$10,000 to do the same.

(30) Nuclear Free Hayward. Operator agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapon is attached hereto as Exhibit C and made a part of, hereof.

(31) Copyright. Upon City's request, Operator shall execute appropriate documents to assign to City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Operator or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves the license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty (50) years from the date of execution of this Agreement unless extended by operation of law or otherwise.

(32) Intellectual Property. The Parties each possess valuable intellectual property. Except as expressly set forth herein, nothing in this Agreement is intended to assign or license the Parties' copyrights, patents, trademarks, or trade secrets (collectively "Intellectual Property") to another Party, and nothing in this Agreement shall create a "work for hire" relationship concerning Intellectual Property. Notwithstanding the foregoing, Operator agrees to grant a worldwide, royalty free license to City to any Intellectual Property specifically created by Operator in connection with this Agreement and for the Center (the "Project Intellectual Property") for a period of fifty (50) years from the date of execution of this Agreement, unless extended by operation of law or otherwise (the "License"). The License will apply even if Operator obtains copyright, patent or trademark registration concerning the Project Intellectual Property. Notwithstanding anything to the contrary in this Section 312, all of the Parties hereto agree to comply with HIPAA and other privacy and data protection laws.

(33) Time is of the Essence. Operator agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

(34) Whole Agreement. This Agreement has ___ pages excluding the exhibits described on its signature page. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(35) Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the Agreement on file in the office of City's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Operator has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

SOUTHERN ALAMEDA COUNTY COMITE FOR RAZA MENTAL HEALTH, a California nonprofit corporation, doing business as LA FAMILIA COUNSELING SERVICES

Dated: _____ By _____
Aaron Ortiz, Chief Executive Officer

EDEN YOUTH AND FAMILY CENTER, a California nonprofit corporation

Dated: _____ By _____
Karen Halfon, Executive Director

CITY OF HAYWARD

Dated: _____ By _____
Kelly McAdoo, City Manager

Approved as to form and procedure: _____ Attest: _____
City Clerk

City Attorney _____
City Clerk

Attachments:

- Exhibit A Insurance, consisting of 1 page
- Exhibit B Nondiscriminatory Employment Practices Provision, consisting of 3 pages
- Exhibit C Non-Involvement in the Development of Nuclear Weapons, consisting of 1 page
- Exhibit D Maintenance Fund Affidavit, consisting of 1 page



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: CONS 18-201

DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT

Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with HdL Companies for Commercial Cannabis Program Application Review Services

RECOMMENDATION

That the City Council approves the attached resolution (Attachment II) authorizing the City Manager to negotiate and execute a professional services agreement for Commercial Cannabis Program application review services in an amount not to exceed \$180,750.

SUMMARY

Due to the total number of Commercial Cannabis Permit applications the City received, staff had to complete a Request for Proposals to select firms to complete the work. Following the RFP process and an internal review by staff, the City recommends selecting HdL Companies to provide Commercial Cannabis Program application review services.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution
Attachment III	Scope of Services



DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT: Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreements with HdL Companies for Commercial Cannabis Program Application Review Services

RECOMMENDATION

That the City Council approves the attached resolution (Attachment II) authorizing the City Manager to negotiate and execute a professional services agreement for Commercial Cannabis Program application review services in an amount not to exceed \$180,750.

SUMMARY

Due to the total number of Commercial Cannabis Permit applications the City received, staff had to complete a Request for Proposals to select firms to complete the work. Following the RFP process and an internal review by staff, the City recommends selecting HdL Companies to provide Commercial Cannabis Program application review services.

BACKGROUND

In the fall of 2017, the City Council adopted various ordinances establishing the City's regulatory structure for legal recreational and medicinal marijuana businesses following the passage of Proposition 64 in 2016. As a component of this, the City Council, at their December 5, 2017 meeting, adopted a Commercial Cannabis Permit request for proposal selection process for all parties interested in operating a commercial cannabis business within the City.

The first application period began on December 8, 2017 and concluded on January 12, 2018. The total number of proposals the City received by permit type is detailed in the table below:

PERMIT TYPES	APPLICATIONS
Cultivation	16
Delivery	9
Distribution	10
Manufacturing	9
Microbusiness (Type 12)	11
Retail	21
Testing Laboratory	1
Total	77

The proposal selection process includes utilizing a neutral third-party evaluation team to score each proposal. To help develop the review of cannabis businesses, the City engaged ICF, a firm with experience developing cannabis license applications, guidelines, and criteria for municipalities locally and in other states that have legalized medical and adult use cannabis. Their staff consists of individuals with expertise in regulation, cannabis, public health, finance, safety, security, environment, and community outreach. The original agreement was below the City Manager's signing authority of \$75,000 and included the review of up to 16 applications.

The total number of applications the City received surpasses the current agreement's application threshold as well as required completing a request for proposal process to select a firm. The City posted the RFP for these services on February 7, 2018 and received three proposals in total from: HdL Companies; ICF; and Michael Baker International. Following an internal review and score ranking exercise, staff determined that HdL Companies and ICF were the best fit for this project. Additionally, by enlisting two firms, the City could help cut the estimated time of application review in half.

DISCUSSION

The HdL Companies represent a conglomerate of governmental consulting services ranging from Sales Tax and Property Tax consulting to Cannabis consulting services. For the past three years, HdL has partnered with over 100 California agencies on cannabis-related cannabis consulting projects. Their experience includes ordinance review, merit-based application development/support, permitting processes, and regulatory/financial compliance reviews.

HdL brings unique experience in government cannabis regulatory and taxation policy at the state, county, and municipal level. The team who will be completing this work have extensive training and backgrounds in law enforcement, cannabis horticulture practices, manufacturing, dispensary management, land use issues, and regulatory compliance. A detailed scope of services can be found in Attachment III.

STRATEGIC INITIATIVES

This agenda item is a routine operational item and does not relate to one of the Council's Strategic Initiatives.

FISCAL IMPACT

The total cost of this contact will not exceed \$180,750 and will be funded entirely from the \$5,000 refundable deposit application fees paid by applicants.

NEXT STEPS

Following approval from City Council, staff will continue to work with HdL to facilitate the evaluation of Commercial Cannabis Applications. The review of the single testing laboratory proposal is already underway, per Council direction.

Prepared and Recommended by: John Stefanski, Management Analyst II

Approved by:

A handwritten signature in black ink, appearing to read 'K. McAdoo', is positioned above a horizontal line.

Kelly McAdoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR COMMERCIAL CANNABIS PROGRAM APPLICATION REVIEW SERVICES IN AN AMOUNT NOT TO EXCEED \$180,750, IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, in 2015 the state enacted a comprehensive regulatory framework (AB 243, AB 266, SB 643) for the licensing and enforcement of cultivation, manufacturing, retail sale, transportation, storage, delivery and testing of medicinal cannabis in California. The legislation was collectively known as the Medical Cannabis Regulation and Safety Act (MCRSA); and,

WHEREAS, On November 8, 2016, the voters of the state adopted Proposition 64, the Adult Use of Marijuana Act (AUMA), which legalized adult cannabis use, possession and cultivation for non-medicinal purposes and created a regulatory framework for non-medicinal cannabis businesses; and,

WHEREAS, the intent of MCRSA and AUMA was to establish a comprehensive regulatory system for cultivation, production and sale of cannabis and cannabis products, thereby weakening the illicit market for cannabis; and,

WHEREAS, On June 15, 2017 the state legislature enacted Senate Bill 94, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) which consolidated provisions of MCRSA into the regulatory framework of the AUMA, thereby creating a unified regulatory scheme for medicinal and adult use cannabis; and,

WHEREAS, Per MAUCRSA, on January 1, 2018 the state began issuing licenses for businesses to engage in cultivation, manufacturing, testing, distribution and retail sale of cannabis and cannabis products; and,

WHEREAS, MAUCRSA specifically authorizes local jurisdictions to adopt and enforce local ordinances to regulate cannabis businesses licensed pursuant to state law, including local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to second hand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed pursuant to MAUCRSA; and,

WHEREAS, the City Council of the City of Hayward adopted Ordinance 17-13 at their October 30th, 2017 meeting; and,

WHEREAS, said ordinance added Article 14 to Chapter 6 of the Hayward Municipal Code which details the regulatory framework for issuance of commercial cannabis business permits and imposes specific minimum performance standards on those businesses.

WHEREAS, the City Council directed the City Manager to call for applications from any parties interested in obtaining a commercial cannabis permit at their December 5th, 2017 meeting; and,

WHEREAS, the first application period began on December 8th, 2017 and concluded on January 12th, 2018 with the City receiving 77 applications in total; and,

WHEREAS, SEC. 6-14.12(a) of the Hayward Municipal Code charges the City Manager with establishing procedures for accepting and evaluating applications submitted pursuant to said article and that such evaluation process shall include a method for scoring and ranking each application; and,

WHEREAS, the City issued an Request for Proposal for Commercial Cannabis Permit application evaluation services in which HdL Companies was selected by staff to be one of two firms completing this project; and,

WHEREAS, HdL Companies are specially trained, experienced, and competent to perform the special services which will be required for this project;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds and determines as follows:

NOW, THEREFORE, BE IT RESOLVED, the City Council authorizes the City Manager to negotiate and execute an agreement with HdL Companies for Commercial Cannabis Program application review services in an amount not to exceed \$180,750, in a form approved by the City Attorney.

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IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
 MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
 City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

D. DESCRIPTION OF SERVICES

The regulation, compliance and taxation of Cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA), the Adult Use Marijuana Act, Proposition 64 and SB 94, Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. HdL's staff combined has over 34 years of experience developing, designing and reviewing cannabis-related regulatory programs for state and local agencies.

Consulting Services for Cannabis Program

HdL staff will work collaboratively with City staff to conduct reviews of the cannabis applications in accordance with the requirements established by the city ordinance. The firm will provide the services listed below:

1. Simultaneous Review and Evaluation of Permit Application Proposals

In the past three years, HdL has evaluated and scored over 1,000 cannabis business permit applications demonstrating the ability to provide unbiased, meritorious evaluations. During this time HdL has evaluated both medical and adult use retail, retail non-store front (delivery), microbusinesses, distribution, cultivation, manufacturing, and testing. In doing so it has examined business and operating plans, safety and security protocols, community benefit proposals, product testing and safety, environmental plans, labor and employment practices.

2. Compliance Check of Applications

HdL staff will develop a check list matrix and overlay of the ordinance and permit application requirements to ensure the applicants submitted the correct information. In addition, due to the consultant's experience of reviewing applications it will also determine if the documentation is sufficient and/or accurate.

3. Development of Scoring Rubric

All applications will be individually scored based on the City's existing commercial cannabis permit application and the scores will be consolidated into a single results spreadsheet to allow for easy evaluation of outcomes. HdL has developed a proprietary scoring process which takes the City of Hayward's requirements and the state regulations into consideration. HdL recommends that all applicants that pass this phase with a score of 80% or higher move onto the next phase of the application process.

All applicants from each category will be reviewed and rated based on the City's nine-point criteria. An applicant's score will be based on their ability to meet or exceed minimum requirements in the nine categories. Applicants must provide information on how they plan to meet these point categories. Such action could become a mandatory condition of their permit. Failure to meet or comply with this requirement will subject applicants to penalties and/or revocation proceedings.

These categories include the following:

- | | |
|--------------------------------|-----------------------------------|
| 1. Proposed Business Type | 6. Community Benefits Proposal |
| 2. Business Location | 7. Product Testing and Safety |
| 3. Business Plan and Operation | 8. Environmental Plan |
| 4. Management Experience | 9. Labor and Employment Practices |
| 5. Safety and Security Plan | |

4. Development of Scoring Template

Prior to conducting the evaluations HdL will conduct a kick-off meeting with City staff to determine modifications to its existing proprietary scoring process to determine the most critical elements to the least priority elements being evaluated. After that has been determined HdL will provide a single results spreadsheet for all applications that will be provided to the City with consistent tracking of all scores based on the nine categories listed above. It will also be critical that those that are reviewing this material be subject matter experts in cannabis policy and regulations. As such, HdL staff possesses this unique expertise since the staff is made up of former state, county and local agency regulators in Colorado, Nevada and California.

5. Production of Final Scoring Reports

Following the objective ranking of the application materials HdL will provide an individual summary of each applicants on all the scoring criteria. Then it will create a report to the City that ranks all applicants based on permit types. For those applicants that score 80% or higher it is recommended they be considered for an interview. After the interviews the scoring conduct by the Consultant and the interview panel will be consolidated to create a final report. In doing so, City staff will be able to bring forward for the City Council's consideration recommendations for issuing permits to the appropriate number of applicants or make a policy determination to have this done administratively. In addition, during this process HdL will be available to assist City staff with responses to questions or to provide other assistance at City Council meetings.

6. Development of Applicant Interview Protocols

HdL staff has experience preparing panel questions and scoring templates to be used by the City during interviews for the final ranking of applicants. In the past three years, the Consultant has processed over 1,000 applications and assisted in interviews. As such, it possesses critical expertise and understanding in providing guidance to the interview panel when applicants falsify information, misrepresent industry standards or inaccurately interpret state regulatory requirements to the panelists. Furthermore, HdL staff's unique experience of conducting over 11,000 compliance inspections as former state, county or local agency regulators is a valuable resource which can be utilized by the City of Hayward in determining the best operators to bring into the community. This expertise will be critical should an applicant appeal the results of the application process. HdL recognizes the importance of the interview process and acknowledges that the preparation for this is critical, not only in the summation of the questions but in the responses by the applicants.

HdL will provide recommendations as to who should participate on the interview panel. It will also develop the questions to be used. HdL will conduct an orientation for the panel prior to the interviews, advising of the proper protocols to adhere to in order to maintain objectivity.

As an additional service, HdL can attend and moderate the interviews for the interview panel. It has developed an iPad-based interview scoring system that electronically records each interviewer's scores to enhance and simplify the process. HdL can then download the data to efficiently compile scores, rank applicants and provide results to the City.

7. Provision of Invoices

HdL will provide a breakdown of the billable hours used to review each application.



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: CONS 18-202

DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT

Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with ICF Incorporated for Commercial Cannabis Program Application Review Services

RECOMMENDATION

That the City Council approves the attached resolution (Attachment II) authorizing the City Manager to negotiate and execute a professional services agreement for Commercial Cannabis Program application review services in an amount not to exceed \$180,838.

SUMMARY

Due to the total number of Commercial Cannabis Permit applications the City received, staff had to complete a Request for Proposals to select firms to complete the work. Following the RFP process and an internal review by staff, the City recommends selecting ICF Incorporated to provide Commercial Cannabis Program application review services.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution
Attachment III	Scope of Services



DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT: Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with ICF Incorporated for Commercial Cannabis Program Application Review Services

RECOMMENDATION

That the City Council approves the attached resolution (Attachment II) authorizing the City Manager to negotiate and execute a professional services agreement for Commercial Cannabis Program application review services in an amount not to exceed \$180,838.

SUMMARY

Due to the total number of Commercial Cannabis Permit applications the City received, staff had to complete a Request for Proposals to select firms to complete the work. Following the RFP process and an internal review by staff, the City recommends selecting ICF Incorporated to provide Commercial Cannabis Program application review services.

BACKGROUND

In the fall of 2017, the City Council adopted various ordinances establishing the City's regulatory structure for legal recreational and medicinal marijuana businesses following the passage of Proposition 64 in 2016. As a component of this, the City Council, at their December 5, 2017 meeting, adopted a Commercial Cannabis Permit request for proposal selection process for all parties interested in operating a commercial cannabis business within the City.

The first application period began on December 8, 2017 and concluded on January 12, 2018. The total number of proposals the City received by permit type is detailed in the table below:

PERMIT TYPES	APPLICATIONS
Cultivation	16
Delivery	9
Distribution	10
Manufacturing	9
Microbusiness (Type 12)	11
Retail	21
Testing Laboratory	1

The proposal selection process includes utilizing a neutral third-party evaluation team to score each proposal. To help develop the review of cannabis businesses, the City engaged ICF, a firm with experience developing cannabis license applications, guidelines, and criteria for municipalities locally and in other states that have legalized medical and adult use cannabis. Their staff consists of individuals with expertise in regulation, cannabis, public health, finance, safety, security, environment, and community outreach. The original agreement was below the City Manager's signing authority of \$75,000 and included the review of up to 16 applications.

The total number of applications the City received surpasses the current agreement's application threshold as well as required completing a request for proposal process to select a firm. The City posted the RFP for these services on February 7, 2018 and received three proposals in total from: HdL Companies; ICF; and Michael Baker International. Following an internal review and score ranking exercise, staff determined that HdL Companies and ICF were the best fit for this project. Additionally, by enlisting two firms, the City could help cut the estimated time of application review in half.

DISCUSSION

ICF provides local, state, and federal governments with comprehensive regulatory support services across many diverse programs, including cannabis regulation, agriculture, food and drugs, health and human services, environment, labor, safety, and law enforcement. As one of the nation's premier regulatory support consultancies, ICF offers highly experienced personnel skilled in refined processes to engage stakeholders, facilitate successful meetings, and draft clear and concise regulatory and application documents.

ICF brings unique experience in application development and adjudication, helping states and local agencies develop, implement, manage, and evaluate cannabis programs. Their most recent work has included assistance to the City of San Leandro, California. Their local experience combined with their support of medical cannabis programs in Massachusetts, Maryland, and Washington State gives ICF a unique comparative perspective regarding how other programs have succeeded and failed as well as how to develop an effective cannabis program that is practical, efficient, and appropriately designed relative to local policymaker and stakeholder concerns.

In addition to these qualifications, ICF has helped the City design the Commercial Cannabis Permit request for proposals process over the past five months.

A detailed scope of services can be found in Attachment III.

STRATEGIC INITIATIVES

This agenda item is a routine operational item and does not relate to one of the Council's Strategic Initiatives.

FISCAL IMPACT

The total cost of this contract will not exceed \$180,838 and will be funded entirely from the \$5,000 refundable deposit application fees paid by applicants.

NEXT STEPS

Following approval from City Council, staff will continue to work with ICF to facilitate the evaluation of Commercial Cannabis Applications. The review of the single testing laboratory proposal is already underway, per Council direction.

Prepared and Recommended by: John Stefanski, Management Analyst II

Approved by:

A handwritten signature in black ink, appearing to read 'K. McAdoo', is written above a horizontal line.

Kelly McAdoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ICF INCORPORATED FOR COMMERCIAL CANNABIS PROGRAM APPLICATION REVIEW SERVICES IN AN AMOUNT NOT TO EXCEED \$180,838, IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, In 2015 the state enacted a comprehensive regulatory framework (AB 243, AB 266, SB 643) for the licensing and enforcement of cultivation, manufacturing, retail sale, transportation, storage, delivery and testing of medicinal cannabis in California. The legislation was collectively known as the Medical Cannabis Regulation and Safety Act (MCRSA); and,

WHEREAS, On November 8, 2016, the voters of the state adopted Proposition 64, the Adult Use of Marijuana Act (AUMA), which legalized adult cannabis use, possession and cultivation for non-medicinal purposes and created a regulatory framework for non-medicinal cannabis businesses; and,

WHEREAS, The intent of MCRSA and AUMA was to establish a comprehensive regulatory system for cultivation, production and sale of cannabis and cannabis products, thereby weakening the illicit market for cannabis; and,

WHEREAS, On June 15, 2017 the state legislature enacted Senate Bill 94, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) which consolidated provisions of MCRSA into the regulatory framework of the AUMA, thereby creating a unified regulatory scheme for medicinal and adult use cannabis; and,

WHEREAS, Per MAUCRSA, on January 1, 2018 the state began issuing licenses for businesses to engage in cultivation, manufacturing, testing, distribution and retail sale of cannabis and cannabis products; and,

WHEREAS, MAUCRSA specifically authorizes local jurisdictions to adopt and enforce local ordinances to regulate cannabis businesses licensed pursuant to state law, including local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to second hand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed pursuant to MAUCRSA; and,

WHEREAS, the City Council of the City of Hayward adopted Ordinance 17-13 at their October 30th, 2017 meeting; and,

WHEREAS, said ordinance added Article 14 to Chapter 6 of the Hayward Municipal Code which details the regulatory framework for issuance of commercial cannabis business permits and imposes specific minimum performance standards on those businesses.

WHEREAS, the City Council directed the City Manager to call for applications from any parties interested in obtaining a commercial cannabis permit at their December 5th, 2017 meeting; and,

WHEREAS, the first application period began on December 8th, 2017 and concluded on January 12th, 2018 with the City receiving 77 applications in total; and,

WHEREAS, SEC. 6-14.12(a) of the Hayward Municipal Code charges the City Manager with establishing procedures for accepting and evaluating applications submitted pursuant to said article and that such evaluation process shall include a method for scoring and ranking each application; and,

WHEREAS, the City engaged with ICF to develop the application process and to conduct the evaluation, scoring and ranking of applications;

WHEREAS, the City issued an Request for Proposal for Commercial Cannabis Permit application evaluation services in which ICF was selected by staff to be one of two firms completing this project; and,

WHEREAS, ICF is specially trained, experienced, and competent to perform the special services which will be required for this project;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds and determines as follows:

NOW, THEREFORE, BE IT RESOLVED, the City Council authorizes the City Manager to negotiate and execute an agreement with ICF for Commercial Cannabis Program application review services in an amount not to exceed \$180,838, in a form approved by the City Attorney.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
 MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
 City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

4. Description of Services

The tasks discussed below include all activities associated with the preparation, review, scoring, and documenting the results of the cannabis business RFP application evaluation as well as ICF's recommendation for selection. ICF will employ an unbiased and thorough quantitative scoring process to evaluate each application. The application evaluation will be conducted by experienced subject matter experts to ensure a rigorous review of each content area as well as an overall efficient process.

Note that the task structure outlined below presents the logical flow of how the work will be conducted. For clarity, we've provided the RFP Scope of Services task number in parentheses.

Under our current contract, ICF has already completed scoring of the applications received by the City of Hayward for testing lab permits. This process included the development of a rigorous scoring rubric and scoring template, and thus ICF has already developed these materials to be flexible enough to accommodate the differences in the application for the other permit types. Before beginning the application review and scoring process for the other commercial business applications, ICF will meet with the City to confirm that the City is comfortable with the established scoring rubric and template and/or make any necessary modifications. Having these tasks completed will allow ICF to launch into the application review process immediately and efficiently, ensuring we are able to meet the City's aggressive evaluation timeline.

- **Scoring Rubric (Task 3 in RFP Scope of Services):** ICF has already prepared a scoring rubric for each business type that specifies the overall point values associated with each high-level question in the Permit Application, as well as more granular point values for each of the sub-components of those questions. This rubric will ensure consistent and rigorous scoring across all applications received.
- **Scoring Template (Task 4 in RFP Scope of Services):** ICF has already prepared an excel-based scoring template that allows for consistent and clear tracking of the detailed scoring for each of the individual applications. The scoring template will be used by the reviewers to track the review of each question, including a numeric score for each question and each major sub-component of the application. The scoring template will also include a narrative of qualitative comments to explain and justify the score given.

Once the City has signed-off on the scoring rubric and template, ICF will employ the following tasks to complete the application review, evaluation, and recommendation processes.

Task 1: Conducting Compliance Check of Applications (Task 2 in RFP Scope of Services)

Upon receipt of the submitted applications from the City, ICF will conduct a compliance check to verify that all information required by the application is included. This review will serve to ensure that the application is complete and that the required page limits are met. ICF will identify questions that are unanswered and/or any missing content, as that may impact the time needed to score the application. ICF will work with the City to determine if applicants will be given the opportunity to provide any missing information.



Task 2: Simultaneous Application Review and Evaluation (Task 1 in RFP Scope of Services)

ICF subject matter experts will review each of the applications that have passed the criminal background check. Reviewers will independently evaluate and score each question against the pre-determined evaluation criteria and scoring rubric agreed with the City. To increase the efficiency of the evaluation, multiple SME reviewers will review the applications simultaneously (e.g., one SME will focus on reviewing the Safety and Security Plan section of all applications, while another SME will concurrently review the Community Benefits Proposal section of those applications). To ensure a consistent review, subject matter experts will review each application in their subject area across all applications and business types. Reviewer scores will be documented in a spreadsheet (i.e., the Scoring Template described above) that tracks the score to each question for each application. The scoring spreadsheet will allow comments to be entered by each reviewer. Following their independent evaluation, the reviewers will convene to discuss the merits of each application and reconcile any inconsistencies or outstanding issues.

Task 3: Prepare Final Scoring Reports and Recommendations (Task 5 in RFP Scope of Services)

For each cannabis business type, ICF will prepare a scoring report consisting of the Excel-based scoring template, which includes the scores for the individual questions across all applications, a final point score and ranking of the applications, and a summary narrative of the key strengths and weaknesses of each application. ICF will meet with the City to discuss the final score reports. The final results spreadsheets will be provided to the City, as well as recommendations regarding which of the applicants are the most highly qualified in each business category and what teams should be contacted to participate in an interview.

Task 4: Interview Protocol for Most Qualified Applicants (Task 6 in RFP Scope of Services)

ICF will work with the City to design an interview protocol that will be used to guide interviews of the most qualified applicants in each permit category. The protocol will consist of standard questions to be asked during each interview, as well as follow-up questions, as needed, for specific applicants. Once the interview process is complete, ICF and the City will discuss the merits of each team and prepare a final ranking spreadsheet which identifies the most qualified applicants to be recommended to the City Council.

Task 5: Provision of Invoices (Task 7 in RFP Scope of Services)

Throughout the review process, ICF will track the time spent reviewing each application. Each subject matter expert will log the time spent reviewing their section of each application in a notation on the scoring tracker. To facilitate cost recovery billing of applicants by the City, ICF's monthly invoices will include a report that calculates the time spent on each application and the total cost incurred, as well as a brief descriptions of the activities.



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: CONS 18-180

DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT

Approval of a Resolution in Support of Proposition 68, Park and Water Bond of 2018

RECOMMENDATION

That the City Council approves the attached resolution in support of Proposition 68, Park and Water Bond of 2018.

SUMMARY

In 2017, Governor Brown signed SB 5 (De Leon): California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. SB 5 authorized submitting a \$4 billion bond package to California voters during the June primary election. The bond will provide funding for parks, water, and climate and environmental programs. This is the first bond for parks, resources, and environmental improvements since 2002.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution
Attachment III	SB 5 Description of Funding



DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT: Approval of a Resolution in Support of Proposition 68, Park and Water Bond of 2018

RECOMMENDATION

That the City Council approves the attached resolution in support of Proposition 68, Park and Water Bond of 2018.

SUMMARY

In 2017, Governor Brown signed SB 5 (De Leon): California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. SB 5 authorized submitting a \$4 billion bond package to California voters during the June primary election. The bond will provide funding for parks, water, and climate and environmental programs. This is the first bond for parks, resources, and environmental improvements since 2002.

BACKGROUND AND DISCUSSION

Proposition 68 identifies several funding priorities to be fulfilled by the bond's proceeds. These include the following areas¹:

- Ensuring clean drinking water
- Protecting local communities from floods
- Protecting California's rivers, lakes, and streams
- Protecting coast, beaches, bays, and oceans
- Safe parks for every child
- Improving resilience to climate change
- Conserving and protecting natural areas
- Promoting recreation and tourism
- Supporting construction jobs.

¹ Information retrieved from www.yes68ca.com

The bond earmarks \$1.3 billion for parks funding, \$1.2 billion for water funding, and \$1.5 billion for climate and environmental programs. A detailed breakdown of the funding can be found in Attachment III.

The proposition provides \$120 million for allocations to cities and park districts. HARD will receive a minimum of \$200,000 from this allocation for park improvements and rehabilitation. There will be an additional \$725 million of competitive grants for safe neighborhood parks. Furthermore, there will be additional funding opportunities for the City through competitive grants for various water and climate adaptation and resiliency programs.

Proposition 68 achieves several of the Council's Legislative Program Policy Positions, specifically:

1.3A—Support legislation and initiatives that boost funding for the creation of sustainable and stable water supply infrastructure.

1.3B—Support legislation and initiatives that encourage the conservation of water resources as well as the development of water recycling capabilities.

1.6C—Support legislation and initiatives that sustain or increase funding for the development and maintenance of public parks and open spaces.

FISCAL IMPACT

Proposition 68 will not have an immediate fiscal impact on the City. However, through various grant programs, the City will have the opportunity to compete for funding relating to various water and climate adaptation and resiliency programs.

STRATEGIC INITIATIVES

Proposition 68 will support the Complete Communities Strategic initiative through various program funding opportunities. The purpose of the Complete Communities strategic initiative is to create and support structures, services, and amenities to provide inclusive and equitable access with the goal of becoming a thriving and promising place to live, work and play for all. This item supports the following goal and objective:

Goal 1: Improve quality of life for residents, business owners, and community members in all Hayward neighborhoods.

Objective 4: Create resilient and sustainable neighborhoods

NEXT STEPS

If Council approves the attached resolution, staff will distribute the signed resolution to the appropriate bodies, as well as post a copy of the resolution on the Legislative Program website.

Prepared and Recommended by: John Stefanski, Management Analyst II

Approved by:

A handwritten signature in black ink, appearing to read 'K. McAdoo', written in a cursive style.

Kelly McAdoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18-_____

Introduced by Council Member _____

RESOLUTION IN SUPPORT OF PROPOSITION 68, PARK AND WATER BOND
OF 2018.

WHEREAS, the Legislature adopted and governor signed SB 5, a \$4 Billion General Obligation Bond to be placed on the June 2018 ballot entitled the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and,

WHEREAS, SB 5 represents the first legislatively authorized debt instrument for parks, resources and environmental improvements since 2002; and,

WHEREAS, investments in California's urban, suburban and rural park and resources-related landscapes promote the notion of community and provide health, environmental and aesthetic benefits; and,

WHEREAS, cities are eligible for at least \$1.69 billion in funding for parks, water, and climate and environmental programs; and,

WHEREAS, SB 5 contains \$200 million in per capita funding to assist all of California's communities in underwriting priority park-related improvements; and,

WHEREAS, SB 5 includes an additional \$15 million for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population; and,

WHEREAS, SB 5 contains an additional \$40 million shall be available in block grant awards for communities that self-tax for park related improvements; and,

WHEREAS, SB 5 invests \$725 million in grants for the creation and expansion of safe neighborhood parks in park-poor neighborhoods under the Statewide Park Development and Community Revitalization Act of 2008's; and,

WHEREAS, SB 5 invests no less than \$1 billion in California's most economically challenged communities, eradicating blight and promoting greater access to the outdoors and health-related pursuits; and,

WHEREAS, SB 5 expends \$200 million on California's State Park system, addressing a greater than \$1 billion backlog in deferred maintenance which will translate into greater tourism opportunities in adjacent communities; and,

WHEREAS, SB 5 invests \$30 million in trail network improvements promoting non-motorized recreational and commuter opportunities throughout the state; and

WHEREAS, SB 5 expends hundreds of millions on other important investments in resource-related infrastructure including California's rivers, coast, and other waterways; and,

WHEREAS, SB 5 invests hundreds of millions toward combatting global warming through investments in urban greening projects, promoting healthy forests and carbon farming applications; and,

WHEREAS, SB 5 underwrites \$250 million in investments in improving local water systems, and providing safe and reliable drinking water to all Californians; and,

WHEREAS, SB 5 spends \$80 million in competitive grants for treatment and remediation to promote access to safe drinking water in some of California's most economically challenged communities; and,

WHEREAS, SB 5 underwrites improvements in the state flood management systems, armoring against calamities that beset the state including Oroville and elsewhere.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hayward does hereby support SB 5, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and any subsequent iteration titled otherwise by the Secretary of State that is scheduled to appear on the June 2018 statewide ballot.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

**SB 5 (de Leon) California Drought, Water, Parks, Climate, Coastal Protection, and
Outdoor Access For All Act of 2018
Chapter 852, Statutes of 2017 (Urgency)**

SB 5 (De Leon) places a \$4 billion bond on the June 2018 statewide ballot for parks, water, and climate and environmental programs. If the voters approve SB 5, local governments will receive funding for local park improvements and will be eligible for numerous grants to fund water, local parks, coastal and climate resiliency projects. The following is breakdown of funding in bond:

Parks Funding (Total \$1.283 billion)

- \$725 million for competitive grants for safe neighborhood parks
- \$200 million for per capita grants to cities, counties, and parks districts for local park improvement and rehabilitation
- \$15 million for competitive grants to urbanized counties
- \$30 million for competitive grants for state park facilities in regional parks districts
- \$40 million for per capita grants to local agencies that obtained voter approval for revenue measures between November 1, 2012 and November 30, 2016
- \$218 million for restoration of existing state park facilities, including \$5 million for urgent needs of local agencies that operate a unit of the state park system
- \$30 million for competitive grants for non-motorized infrastructure development
- \$25 million for competitive grants through the Roberti-Z'berg-Harris (RZH) Urban Open Space and Recreation Program

Water Funding (Total \$1.19 billion)

- \$250 million for competitive grants for clean drinking water programs
- \$550 million for flood protection and repair, including \$100 million for stormwater, mudslide and flash-flood-related protections and \$100 million for multibenefit flood management projects and storm water capture in urbanized areas
- \$290 million for competitive grants and loans for drought and groundwater regional sustainability
- \$100 million for grants or loans for water recycling programs

Climate and Environmental Programs Funding (Total \$1.547 billion)

- \$443 million for competitive grants for climate adaptation and resiliency programs
- \$162 million for the California River Parkways Program for grants to enhance urban creeks
- \$567 million for state conservancies and the Wildlife Conservation Board
- \$200 million for Salton Sea restoration activities and habitat
- \$175 million for coastal and ocean protection resources, including \$30 million for grants for lower cost coastal accommodations



File #: WS 18-011

DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT

Follow-up Discussion of Rental Housing Affordability Strategies and Community Proposed Tenant Protections

RECOMMENDATION

That the City Council: (1) reviews this report; (2) confirms four action items to be pursued by staff; (3) provides direction regarding policy components; and (4) provides direction regarding the community proposed emergency tenant protections.

SUMMARY

The staff report provides follow-up information to the rental housing affordability strategies discussed and supported by Council at the February 6, 2018 work session. These strategies include:

- Improving the City's role in providing information;
- Requiring mandatory mediation;
- Imposing longer noticing periods on large rent increases; and
- Reducing barriers to affordable housing development.

Additionally, the report provides information on the community-proposed emergency tenant protections including:

- Removing vacancy decontrol language from the Residential Rent Stabilization Ordinance;
- Enacting an emergency moratorium on rent increases; and
- Adopting an emergency moratorium on no cause evictions or amendment of eviction for cause language in the Residential Rent Stabilization Ordinance to cover more units.

The purpose of this report is to: (1) seek Council direction regarding components of the mandatory mediation program; (2) seek Council direction regarding longer noticing periods; (3) seek Council direction regarding the community-proposed emergency tenant protections; and (4) provide preliminary stakeholder feedback regarding improving the City's role in providing information and reducing barriers

to affordable housing development.

ATTACHMENTS

Attachment I:	Staff Report
Attachment II:	Summary of Feedback from Stakeholder's Meeting
Attachment III:	Comparison of Mediation Programs
Attachment IV:	Estimate of Improvement Value Based on Annual Adjustments



DATE: March 27, 2018

TO: Mayor and City Council

FROM: City Manager

SUBJECT: Follow-up Discussion of Rental Housing Affordability Strategies and Community Proposed Tenant Protections

RECOMMENDATION

That the City Council: (1) reviews this report; (2) confirms four action items to be pursued by staff; (3) provides direction regarding policy components; and (4) provides direction regarding the community proposed emergency tenant protections.

SUMMARY

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- Improving the City's role in providing information;
- Requiring mandatory mediation;
- Imposing longer noticing periods on large rent increases; and
- Reducing barriers to affordable housing development.

Additionally, the report provides information on the community-proposed emergency tenant protections including:

- Removing vacancy decontrol language from the Residential Rent Stabilization Ordinance;
- Enacting an emergency moratorium on rent increases; and
- Adopting an emergency moratorium on no cause evictions or amendment of eviction for cause language in the Residential Rent Stabilization Ordinance to cover more units.

The purpose of this report is to: (1) seek Council direction regarding components of the mandatory mediation program; (2) seek Council direction regarding longer noticing periods; (3) seek Council direction regarding the community-proposed emergency tenant protections; and (4) provide preliminary stakeholder feedback regarding improving the City's role in providing information and reducing barriers to affordable housing development.

BACKGROUND

The increase in Hayward's population, absent a corresponding increase in housing units, has caused rents and prices to rise as supply has failed to meet demand. As a result, approximately 57% of Hayward renters experience a cost burden - they spend over 30% of their household income on rent. Of the 46,672 housing units in Hayward, 49% are rental units. Approximately 1,000 units continue to be rent controlled under the City's Rent Stabilization Ordinance. While low income renters are the most impacted by rising rents and lack of available rental housing, all Hayward renters are experiencing the effects of a tight rental market.

On January 31, 2017, the City Council convened a [work session](#) to review housing affordability strategies and resources in Hayward and Alameda County. Council explored four major areas in depth and directed staff to pursue five specific strategies for further Council review and potential implementation. One of the strategies included the study of the Residential Rent Stabilization Ordinance and review of housing affordability strategies.

On February 6, 2018, City Council convened another [work session](#) to review this topic and provide direction regarding rental housing affordability policy options. After public input and Council discussion, Council consensus centered around the following four policy options:

1. Improving the City's role in providing information;
2. Requiring mandatory mediation;
3. Imposing longer noticing periods on large rent increases; and
4. Reducing barriers to affordable/efficient entitlement of new development.

Additionally, during the February 6, 2018 work session, community members proposed three emergency tenant protections measures. These measures include the following:

1. Removing vacancy decontrol language from the Residential Rent Stabilization Ordinance;
2. Enacting an emergency moratorium on rent increases; and
3. Adopting an emergency moratorium on no cause evictions or amendment of eviction for cause language in the Residential Rent Stabilization Ordinance to cover more units.

On February 26, 2018, a stakeholders' meeting was held to complete additional empathy work regarding the four policy options supported by City Council. Attachment II provides a summary of comments received from community members including tenants, landlords and other stakeholders.

Parallel to this discussion, on June 12, 2017, the City Council adopted the strategic initiatives two-year action plans, including a section on housing within the Complete Communities plan. Actions to execute the Complete Communities housing goal include the formation of interdisciplinary lean innovation teams to explore the viability and efficacy of City programs through empathy work and experimentation. One lean accelerator team is currently running

experiments to determine whether the City's website and City staff respond to live and online housing inquiries effectively.

DISCUSSION

The following discussion will review policy initiatives identified at the February 6, 2018 work session. Discussion of these items will incorporate feedback from the February 26, 2018 stakeholders meeting and, where applicable, policy components from other jurisdictions. In some instances, stakeholder feedback provided clarity and direction and in other instances, it informed additional policy questions to which staff seeks direction. This discussion will also review tenant protection policies proposed by community members at the February 6, 2018 work session.

Council Supported Affordable Rental Housing Strategies

1. Mandatory Mediation

Mandatory mediation is the most complex of all the policy initiatives. Mandatory mediation and rent review provides a forum for tenants and landlords to discuss issues, such as rent increases, to create a better understanding of each party's perspective and come to a decision based on the needs of both parties.

During the February 26 listening session, several questions were revealed that require further Council input in order for staff to develop a mandatory mediation program for Council approval. A discussion of these questions follows. These questions include:

- Could mediation be provided for other tenant/landlord disputes (besides rent increases) or to negotiate changes in lease terms? What should the scope of mediation be?
- What is the difference between mediation and arbitration?
- Who would mediate?
- Would the decisions be binding?
- What does it mean to be mandatory?
- How would tenants fearing retaliation be protected?

Programs provided by neighboring jurisdictions provide examples of how some of the questions have been addressed. Neighboring jurisdictions such as Fremont, San Leandro and Union City provide either a rent review or mandatory mediation program. Attachment III provides a comparison of the rent review/mediation programs offered by these three cities. In both the City of Fremont and the City of San Leandro, the ultimate recourse involves arbitration held by a rent review board. The rent boards only review cases that involve units that are subject to the ordinance and exceed the established threshold for rent increases. In both cities, the rent review board consists of tenants, landlords and neutral residents. Decisions by the Rent Review Boards are only recommendations. In Fremont, if an agreement is reached between the tenant and landlord, the agreement is binding. If no agreement is reached, the proposed rent increase remains in effect. In San Leandro, if recommendations proposed by the rent review board are not accepted, the petition is referred to the City

Manager for review. Union City provides a mandatory mediation program administered by a service provider. Decisions issued by the mediator are not binding.

Comparison of rent review/mediation programs from other jurisdictions has identified program components that will require Council direction. The following components are discussed below, considering program components from neighboring jurisdictions and tenant feedback.

Scope of Mediation Program

The scope of the mediation program identifies who will be served and under what situation. Two neighboring jurisdictions' programs cover most residential units with some exclusions such as hotels, hospitals, and rent restricted properties. The most restrictive city requires that there be two or more tenant-occupied housing units on a parcel for the units to be covered by the ordinance. Additionally, neighboring jurisdictions only provide rent review/mediation for disputed rent increases above an established threshold. Rent increase thresholds range from five percent to seven percent in the neighboring jurisdictions. One jurisdiction will allow tenants to request review if the tenant has received more than one rent increase notice in a 12-month period. In addition to mediating rent increases, stakeholders identified other issues that could potentially be addressed through this new mediation program. Other areas where mediation may be beneficial include negotiating changes in terms of a lease agreement or decrease in services provided. The City will have to identify the scope of mediation services provided including the types of units covered by the program, the rent increase thresholds, and if other tenant/landlord disputes will be covered.

Council questions:

- 1) Type of units covered by the program?
- 2) Rent increase thresholds to be subject to the mediation program?
- 3) Should other tenant/landlord disputes be covered? Items to consider include:
 - a. Disputed change in lease terms;
 - b. Disputes regarding maintenance and repairs;
 - c. Decreases in services; and
 - d. Disputed lease term violations

Process: Mediation vs. Arbitration

Mediation and arbitration are both alternatives to litigation. In the context of contested rent increases, litigation is not an option unless the proposed rent increase violates the lease agreement or state law. By providing mandatory mediation or arbitration, the City provides a forum for both sides to be heard. The question remains as to which mechanism is more appropriate or fair to both parties. A brief description of both processes is provided below:

Mediation. A typical mediation process involves active participation of a neutral third party to find points of agreement by talking in turn to each party and arranging a solution that would be acceptable by both parties. Agreements are typically non-binding because each party would have the ability to litigate if mediation fails or the solution is unacceptable. However, in the context of rent increase disputes, litigation is not likely to be an option.

Arbitration. A typical arbitration process involves a neutral third party that reviews evidence and testimony provided by each party and provides a decision on the matter. There can be a single arbitrator or a panel. The parties agree ahead of time to abide by the decision and the decision is typically binding. Both the City of Fremont and the City of San Leandro have instituted non-binding arbitration.

While Council indicated support of a mandatory mediation program, one recommendation by a stakeholder was to have the rent disputes heard by a panel of community members including tenants and landlords. Such a panel would require appointment of board members by the City Council or Mayor, staffing the board, and meeting coordination. The program would require arbitration instead of mediation. Two of the three neighboring jurisdictions have similar programs. The City will have to determine if the program will utilize mediation or arbitration. Additionally, the City will have to decide if cases should be heard by a neutral service provider or by a Council-appointed board that consists of members of the community.

Council questions:

- 1) Should the City pursue mediation or arbitration?
- 2) Should cases be heard by a neutral service provider or by a Council-appointed board?

Enforceability of Decisions: Binding vs. Non-binding

Stakeholders stated a preference for both binding and non-binding decisions. Decisions made in two of the neighboring jurisdictions are non-binding. If agreements are not reached, the proposed rent increase will be effective. The third city, on the other hand, states that agreement reached will be binding. However, if no agreement is reached, the proposed rent increase will become effective. The City will have to determine if decisions and/or agreements will be binding or non-binding.

Council question:

- 1) Should decisions and/or agreements reached be binding or non-binding?

Mandatory

Stakeholders highlighted the need to define what it means to be mandatory in the context of the mediation program. For all three neighboring jurisdictions, landlords' failure to participate in the mediation/arbitration process voids proposed rent increases. If a tenant fails to participate, the case is dismissed, and, in some cases, the tenants are barred from subsequently challenging such increase. Based on neighboring jurisdictions, mandatory participation can include appearance by parties or representatives for scheduled and noticed

hearings, provision of relevant information, and/or willingness to engage in a discussion. However, acceptance of decisions is not mandatory. The City will have to define what aspects of the program would be mandatory.

Council question:

- 1) What aspects of the mediation are mandatory?
 - a. Appearance by parties or representatives for noticed meetings;
 - b. Provision of relevant information;
 - c. Engagement in discussion;
- 2) Should a landlord's failure to participate void rent increase?
- 3) Should a tenant's failure to participate bar tenants from subsequent challenges or just bar them from challenging rent increases for the next 12 months?

Retaliation Protection

Stakeholders raised concerns that if a tenant submitted a request for mediation, the landlords may retaliate. Two of the neighboring jurisdictions identified, as retaliatory, eviction proceedings against a tenant for exercising his or her rights under their rent review/mediation program and reference state law protecting tenants against retaliatory evictions. The third city explicitly protects tenants from adverse retaliation for actions suffered within 180 days of the tenant exercising their rights under the ordinance. Additionally, it assesses monetary penalties up to \$2,000 as permitted by state law, voids retaliatory rent increases, and provides for a defense against unlawful detainers or eviction action. Under Civil Code Section 1942.5, retaliatory conduct can include, in addition to evictions or recovery of property, rent increases, decrease in services, reporting tenants to immigration authorities, or threatening tenants with any of the above actions. In addition to punitive damages of up to \$2,000, tenants can recover actual damages, and, if prevailing, reasonable attorneys' fee. The City will have to determine if state law provides sufficient retaliation protection to tenants that exercise their rights under this program or if additional measures should be provided.

Council question:

- 1) Are State retaliation provisions sufficient or does the Council wish to include additional measures? This might include voiding retaliatory rent increases and explicitly stating that retaliatory conduct will provide for a defense against an unlawful detainer.

Suspension of Proposed Rent Increase

Comparison of the rent review/mediation programs offered by other neighboring jurisdictions identified another program component that will have to be determined by the City. The City will need to determine if rent increases should be suspended during mediation. Two neighboring jurisdictions do not suspend rent increases during rent review/mediation. The third jurisdiction requires tenants to deposit half of the proposed rent increase with the landlord until an agreement has been made.

Council question:

- 1) Should rent increases be suspended during mediation?

Summary of Program Components to be Determined

A mandatory mediation program has many components to consider. The following list summarizes the topics discussed above:

- Scope of mediation program (units covered, rent increase threshold, issues heard)
- Process (mediated by service provider or arbitrated by rent review board)
- Enforceability of decision (binding or non-binding)
- Mandatory (What does participation look like? What are the consequences?)
- Retaliation Protection (Is state law sufficient?)
- Suspension of Rent Increases (Yes, No, or half)

2. Longer Noticing Periods

Extended noticing periods would lengthen the period between noticing tenants of a rent increase and the date the increase would take effect, allowing tenants more time to plan for or adjust to the increase. Under California Civil Code Section 827(b), a landlord must provide a tenant with 30 days' notice prior to a rent increase of 10 percent or less and 60 days' notice prior to a rent increase greater than 10 percent. Noticing periods in neighboring jurisdictions are consistent with state law. One city encourages providing 90 days' notice.

The listening session provided a wide variety of suggestions. Stakeholders proposed extending noticing periods from 15 days over state law to over a year for rent increases above 10%. Additionally, they requested longer noticing periods between 60 days and six months for termination of tenancy. Other suggestions included providing extra time for households on a fixed income, for hardships, and for families with children. It was also suggested that landlords be considerate of the school year for families with children. On the other hand, landlords that provide housing at below market rents felt unduly penalized.

Longer Noticing Periods for Rent Increases

Considering the stakeholder feedback and in consideration of challenges households face in finding new housing if the proposed rent increase is unaffordable, the City could consider extending noticing prescribed by state law by an additional 30 days. Additionally, for households at risk of homelessness or target populations identified in the City's housing element, an additional 30 days could be provided, if a tenant self-identifies and requests a special consideration from the landlord. These households could include low-income households and households with special needs, including seniors, persons with disabilities, single-parents, and families with school age children.

Council question:

- 1) Should the Council extend notice requirements prescribed by state law by an additional 30 days for rent increases over 10% and an additional 60 days for households at risk of homelessness or target populations identified in the City's housing element?

Longer Noticing Periods for No Cause Evictions

A landlord can terminate a month-to-month tenancy by giving the tenant 30 or 60 days' advance written notice. Additionally, a landlord can terminate the tenancy by giving the tenant only three days' advance written notice based on specific reasons including:

- Failure to pay the rent;
- Violations of any provision of the lease or rental agreement;
- Material damages to the rental property;
- Substantial interference with other tenants;
- Acts of domestic violence or sexual assault against, or stalking another tenant or subtenant on the premises;
- Use of the rental property for an unlawful purpose;
- Engagement in drug dealing, unlawfully used, cultivated, imported, or manufactured illegal drugs;
- Use of the building or property to conduct dogfighting or cockfighting; and
- Unlawful conduct involving weapons or ammunition.

The City will need to determine if extended noticing periods will apply to both rent increases and termination. The justifications for a three-day notice of termination of tenancy protect the well-being of the residents and the property. However, terminating tenancy utilizing a 30 or 60 days' notice require no justification under state law and the City could consider extending the noticing period to 90 days considering the difficulty residents are having finding affordable housing or consider strengthening eviction for cause language which will be discussed further under the community proposed tenant protections.

Council questions:

- 1) Should the City extend noticing periods for no cause evictions to 90 days or should the City consider strengthening eviction for cause provisions under the Residential Rent Stabilization Ordinance?

3. Barriers to Development and Opportunities to Incentivize New Housing Development

The City should consider opportunities to reduce barriers to affordable and efficient entitlement of new development, particularly affordable housing development, which may include the following:

- Expedited Permit Processing. Develop an on-call planning services consultant list and allow an applicant to pay for outside consulting services to get expedited Planning permit processing.
- Local Density Bonus. Amend Hayward Municipal Code Chapter 10, Article 19, Density Bonus Ordinance, to provide for a local density bonus that is greater than 35% per Government Code Section 65915(b)(3) for affordable housing developments constructed by non-profit housing developers and/or the City and that are deed restricted for affordability.
- City-Owned Land. Identify and sell City-owned land to affordable housing developers for a significantly reduced rate. Prioritize land that is in in-fill areas and close to high frequency transit which would locate affordable housing units near services, and reduce the combined costs of housing and transportation.
- Shift from Level of Service (LOS) to Vehicle Miles Traveled (VMT) Related to CEQA Traffic Impact Analysis. Amend the General Plan to eliminate LOS Standards as a measure of impact related to traffic generation attributed to a project, as supported by State Law (AB 743). A shift from LOS to VMT analysis would allow infill projects located near services and high frequency transit to avoid preparation of costly and time-consuming traffic studies that are often targeted in CEQA challenges.
- Parkland Fee Exemption for Ownership Affordable Units. Currently, rental housing owned by a private non-profit corporation with deed restricted affordable housing units are exempt from paying Parkland Dedication Fees. Expand the park fee exemption to require deed restrictions for a minimum of 55 years and to also include ownership housing that is deed restricted for low income households.
- Flexible Fee. Allow flexibility in payment of utility and other permitting fees from issuance of building permit to Certificate of Occupancy, or later, if secured by a lien or other mechanism on the property.
- Adopt Small Lot Single Family Standard. Development of infill sites to the density permitted under the General Plan may require reductions in lot sizes, yards and parking, which is typically accomplished through the Planned Development (PD) District Rezoning process. The PD District application process is time consuming, expensive and requires full environmental analysis because there is no applicable CEQA exemption for projects involving rezoning of property. Development and adoption of small lot single family development standards would allow projects that are consistent with the General Plan and applicable standards to move forward more quickly and, if applicable, be exempt from CEQA analysis.
- Flexible Standards to Increase Density on Underdeveloped Sites. Identify underdeveloped parcels, or parcels not built to the allowable General Plan density, and provide flexibility for development standards (parking, minimum open space requirements) or incentives (rehabilitation funds) if the owner agrees to build deed restricted units up to the maximum permitted under the General Plan.
- Downtown Redevelopment Incentive. Downtown Hayward is significantly underdeveloped in that it consists primarily of one and two story, older commercial buildings. Providing incentives, such as reduced development standards, rehabilitation grants, demolition grants, or reduced or waived City fees, for property owners willing to rehabilitate and develop residential units above existing commercial tenant spaces

may contribute to encourage development, as will, providing additional incentives for developers willing to deed restrict the units for affordability.

Stakeholders identified the need to streamline processes, improve appeal processes, reduce costs to develop, build more affordable housing or mixed income housing, rehabilitate existing buildings and restrict these as affordable housing, collaborate with other organizations, and leverage outside funds such as county funds or regional funding. If the Council has any preliminary feedback on any of these options, staff would welcome that at this work session. However, staff will bring this topic back for further discussion and direction in September 2018.

4. Improve Access to information

Staff has formed a lean accelerator team that is focused on improving access to housing information. The team is currently running an experiment to determine whether the City's website and City staff respond to live and online housing inquiries effectively. Based on initial findings, staff has already increased housing information available online and is working on improving access via the phone tree and in-person inquiries at City Hall. Additionally, staff is developing a guide to distribute to front line staff to help them better direct residents to the right department, when it comes to housing related issues.

Additionally, the stakeholder meeting identified some common concerns regarding access to information. These items included: crafting clear and precise messages; distributing information through other community spaces such as schools, libraries, recreation centers, and social services; providing materials that address diverse communication needs such as language, education level, and mode of distribution (electronic or paper); hosting focus groups; and providing more information on tenant/landlord rights. The stakeholder comments call attention to the need to summarize the content of the Residential Rent Stabilization Ordinance and potential Council legislation regarding mandatory mediation. Stakeholders would like a better understanding of who is protected under the Ordinance and the process. While frequently asked questions are currently available, staff can create materials such as flow charts and/or program descriptions in plain language that will help communicate which units are covered, and what the process looks like if a petition is submitted. While improvements will be ongoing, staff anticipates implementing such improvements by the end of May 2018.

Community-proposed emergency tenant protection measures

1) Removing Vacancy Decontrol Language from the Residential Rent Stabilization Ordinance

While there has been a recent spike in the number of units decontrolled, as illustrated by Figure 1, most of the units covered by the residential rent increase limits were decontrolled in the 1980s, as illustrated by Figure 2.

Figure 1

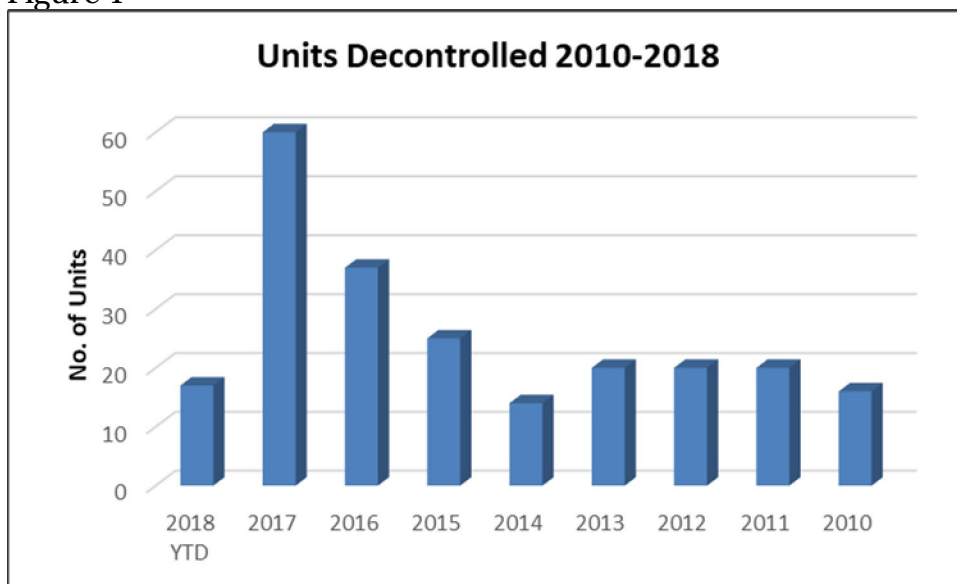
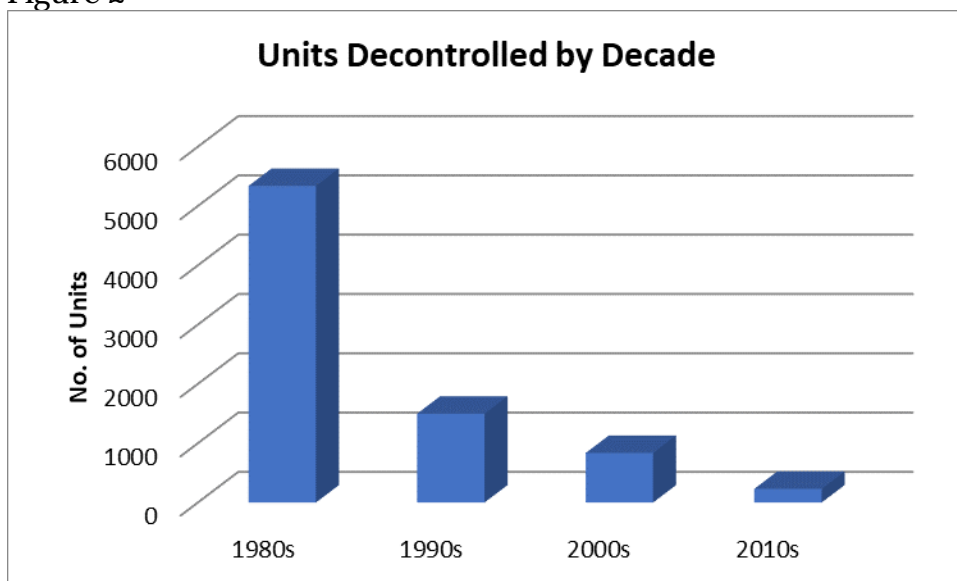


Figure 2



Removal of vacancy decontrol language from the Residential Rent Stabilization Ordinance would subject a small percentage of landlords to perpetual rent increase limits and eliminate the decontrol option afforded to other landlords. Of the 22,874 rental units, only about 1,000 units continue to be covered by residential rent increase limits.

Under the vacancy decontrol section of the Residential Rent Stabilization Ordinance, landlords may decontrol a unit if they obtain written certification from the City Building official indicating that the unit complies with the City's Housing codes, they have made improvements greater than thresholds established by the Ordinance, and they submit required decontrol documentation to the City following renting the

apartment. It was intended that the improvement value threshold be adjusted annually by the consumer price index (CPI) for rent for the San Francisco-Oakland-San Jose Metropolitan Statistical Area. However, the improvement value for vacancy decontrol control has not been adjusted annually since inception of the program. Adjustment based on the CPI did not start until 2005. Currently, the improvement values threshold for decontrolling units are:

- \$1,566.43 for a 1-bedroom unit
- \$2,349.65 for a 2-bedroom unit
- \$3,132.86 for a 3-bedroom unit

If improvement value thresholds had been adjusted annually, current improvement value thresholds would be:

- \$4,097.83 for a 1-bedroom unit
- \$6,146.74 for a 2-bedroom unit
- \$8,195.65 for a 3-bedroom unit

Attachment IV provides the historical CPI data used to estimate the improvement value threshold. The Council could consider increasing the improvement value threshold to include adjustments for the years that the threshold was not applied to protect the remaining units covered by the residential rent increase limits or establish a higher limit.

2) Enacting an Emergency Moratorium on Rent Increases

A moratorium is a suspension of activity or an authorized period of delay or waiting. Government bodies may declare a moratorium for a broad range of reasons, including the suspension of rent increases to prevent the displacement of residents. However, moratoria may be challenged, taking into consideration the impacts on the parties involved. Additionally, a moratorium would require at least five affirmative Council votes to be approved per the City Charter.

Other jurisdictions such as Oakland and Santa Cruz have enacted moratoria in response to concerns about escalating rents. However, in both cases, there was pending legislation or amendments to legislation that could incentivize landlords to raise rents or terminate tenancy without cause before the new legislation was enacted. Specifically, in January 2018, the City of Santa Cruz established a temporary moratorium on certain residential rent increases that exceed two percent in response to announcement of plans to place a just cause for eviction and rent stabilization measure on the ballot to go before the voters in November of 2018. In the Santa Cruz case, there is a clearly identified end to the moratorium and a potential future change that might incentivize landlord actions that could cause displacement. Absent of changes to existing legislation in Hayward, a moratorium will only delay scheduled rent increases.

Staff does not recommend that the Council pursue a moratorium at this time given the prior policy direction provided by the Council on recommended changes to housing affordability programs.

3) Adopting an Emergency Moratorium on No Cause Evictions or Amendment of Eviction For Cause Language in the Residential Rent Stabilization Ordinance.

As stated above, a moratorium on no cause evictions may only delay such terminations of tenancy. Council could consider either clarifying existing language in the Residential Rent Stabilization Ordinance to ensure that it covers all the intended units or extend eviction for cause protections to all residential rental units not exempted by state law.

Just cause laws enacted by local jurisdictions limit reasons a landlord can terminate tenancy. Under state law, landlords can terminate tenancy utilizing 30 or 60 days' notice without any justification. Hayward's Residential Rent Stabilization Ordinance, establishes 15 reasons that justify the termination of tenancy. Some of these reasons include:

- Failure to pay rent;
- Tenant's use of rental unit for illegal purposes related to controlled substances;
- Tenant violation of rules and regulations;
- Substantial violation of terms of the lease agreement; or
- Tenant willfully caused or allowed substantial damage to the premises.

Council could consider the following options regarding eviction for cause protections:

1. Maintain existing eviction for cause language. However, current language could be interpreted to limit eviction for cause protection to units covered by residential rent increase limits, which only covers approximately 1000 units in the City.
2. Modify existing language to clarify that eviction for cause protections cover both controlled and decontrolled units covered under the ordinance.
3. Modify existing language to extend eviction for cause protections to all residential units in the City not exempted under state law.

FISCAL IMPACT

There is no fiscal impact associated with the discussion of this item. However, the fiscal impacts of each policy option will vary and be determined by the direction provided by Council. Staff will return with the fiscal analysis of any policy options Council directs staff to further research.

STRATEGIC INITIATIVES

This agenda item supports the Complete Communities Strategic Initiative. The purpose of the Complete Communities Strategic Initiative is to create and support structures, services, and amenities to provide inclusive and equitable access with the goal of becoming a thriving and

promising place to live, work, and play for all. This item supports the following goal and objectives:

Goal 2: Provide a mix of housing stock for all Hayward residents and community members, including the expansion of affordable housing opportunities and resources.

Objective 1: Centralize and expand housing services.

Objective 2: Facilitate the development of diverse housing types that serve the needs of all populations.

Objective 3: Conserve and improve the existing housing stock.

Objective 4: Increase supply of affordable, safe, and resilient housing Hayward

PUBLIC CONTACT

In January 2018, staff hosted meetings with tenants, landlords, representatives of community-based organizations, and advocates to listen to stakeholder perspectives on housing issues. Additionally, staff conducted an online survey to provide an alternate mechanism for participation in the housing discussion. On February 26, 2018, staff hosted a subsequent listening session to hear the stakeholder feedback on Council-supported affordable rental housing strategies.

NEXT STEPS

City staff will take the direction provided by Council and return according to the timelines outlined below with program options.

- | | |
|---|----------------------|
| • Mandatory Mediation | June 2018 |
| • Longer Noticing Periods | June 2018 |
| • Reducing Barriers to Development | September 2018 |
| • Improved access to information – No Council action required. Many improvements will be implemented in May 2018 but improved access to information will require ongoing attention as new programs are developed. | May 2018 (initially) |
| • Community-supported tenant protections: If directed by Council, modification of existing ordinance related to any of the three proposals will be completed | June 2018 |

Moving forward, to provide Council ample time for discussion and action, staff will bring each policy item back to Council separately for action rather than bringing the entire set of rental affordability strategies at once as is done in this report.

Prepared by: Christina Morales, Housing Division Manager

Recommended by: María A. Hurtado, Assistant City Manager

Approved by:

A handwritten signature in black ink, appearing to read 'K. McAdoo', is positioned above a horizontal line.

Kelly McAdoo, City Manager

Stakeholder's Meeting on
Proposed Rental Affordability Strategy Options
February 26, 2018

Attendance	Number	Percent
Tenant	20	47.6%
Landlord	4	9.5%
Other	10	23.8%
Undisclosed	7	16.7%
Total	42	

Summary of Small Group Discussion

Improve Access to Information	Group1	Group2	Group3	Group4
Provide a way that all citizens can obtain this information (forms, etc.)		X		
Craft clear and precise message (Accuracy) (set papers)		X	X	X
Communicate rules				X
Share information with community spaces (Schools, Library, rec centers, DMV, Chabot college, social services)	X	X	X	X
CBO presentations		X		
Provide materials that address diverse communication needs (language, education levels, electronic vs paper, accessible, other demographics that require a different approach).		X	X	
Resolve fear of speaking out		X		
Host focus groups (target different community groups) (biannual community forum)			X	X
Provide information on tenant/landlord rights	X			X
Emails should clearly identify housing in subject				X
DST to distribute info				X
Email subscription option on bills				X
Follow-up with individuals that have been referred to resources				X
Use ECHO as a resource				X
Quicker response from City	X			
Provide rental listing referral	X			
Surveys online	X			
Rent Stabilization Ordinance in Spanish	X			

Attachment II

Mandatory Mediation	Group1	Group2	Group3	Group4
Mandatory mediation on disputes	X			
Legal advice on both sides	X			
Supportive Mediation with good instructions about the process (understandable)		X		X
Start with are there any additional issues-Need time to be able to respond				X
Would like to see a rent control office to review the rent increases or lease changes-technical process				X
Review mediation agenda in advance by both parties				X
Prefer binding mediation (decisions in print)		X		X
One sided request triggers mandatory mediation				X
Track performance of landlords				X
Define terms				X
3 rd party facilitator between tenant landlord			X	
Depends on issue (rent, maintenance) What is include in mediation?			X	
Fair for both sides			X	
How mandatory is mandatory?			X	
Non-binding			X	
Would not work if City did it (communication issue)			X	
Have a group of civilians be part of mediation process (Have City Guide Process)			X	
Need for documents (when rent goes up, etc.)		X		
Bilingual		X		
Contract Review		X		
Confidentiality Protection		X		

Longer Noticing Periods on large rent increases	Group1	Group2	Group3	Group4
60-day eviction notices		X		
90-120 Rent Increase notices		X		
Linked with school year to let children finish school		X		
< 1 year for 30-day notices			X	
>= 1 year for 60-day notices			X	
Give longer noticing period based on rent increases			X	
BMR penalized			X	
Supportive of longer notices to plan			X	
Make sense for hayward			X	
Eviction notices at least 3 months	X			
Rent Increase 6-month notice	X			
Termination letters over 6 months	X			
Add 15-30 days				X
Extra time for fixed income				X
Hardship triggers longer time				X

Attachment II

Barriers to Development	Group1	Group2	Group3	Group4
Appeals Process		X		
Train Local Labor Resources (require)		X		
Permitting process (fees, time, etc.)			X	
MTC Programs (regional funding			X	
Affordable units should be built-in			X	
Streamline Process			X	
Use County Funds			X	
What Happens to people who don't qualify for low-income housing?			X	
Mixed Income Housing especially near transportation			X	
How to incentivize job retention & resources close by and integrated.			X	
Bring more people to the table of various industries			X	
Tiny Homes	X			
Low-income Housing	X			
City should rehab empty building and build low-income housing	X			
City needs to become development/partner				X
Enforce strong requirements for housing				X
Cost to develop				X
City could revenue share with developers taking a % that flows down to tenants (owner partnership annuity)				X

Other Comments

- Provide laws to prevent rent increases
- Prioritize Hayward residents for rentals
- Landlord intimidation
- High rent increases from new landlords
- New Housing should be bought by residents-Priority for residents
- City regulate deposit money
- Just cause evictions
- Stop decontrolling units under the rent stabilization ordinance
- Homebuyer Assistance
- Government needs to help residents earn more money

Public Speakers

- Need to raise incomes
- Promote Homeownership
- Developers from out of area don't have a sense of community
- Partner with local developers
- Need more workforce housing.
- Keep Hayward affordable for Hayward Residents

Comparison of Rent Review/Mediation Programs

	Fremont	San Leandro	Union City
Covered Units	All residential rental units with exceptions	Parcels that contain two or more tenant-occupied housing units & mobile homes	All residential units with exceptions
Rent increase threshold subject to review/mediation	Above 5%	Above 7% or receipt of more than one increase in a 12-month period	Above 7% or 2 or more within 12-months total more than 7%
Conciliation	Initial dispute intervention which could lead to mediation	None	Initial dispute intervention
Mediation	Provided based on discretion of program service provider	None	Rent review officer hears evidence, evaluates, and issues a recommended resolution
Arbitration	Provided by Rent Board if issue not resolved by conciliation or mediation	Provided by rent board	
Rent Review Board	2 Local Landlords 2 local Tenants 1 neutral resident (plus alternate)	2 Local Landlords 2 local Tenants 1 neutral resident	None
Service Provider	<ul style="list-style-type: none"> • Administers program • Provides Conciliation • Refers to mediation 	Administers program	<ul style="list-style-type: none"> • Administers program • Provides Conciliation • Refers to mediation
Mandatory <ul style="list-style-type: none"> • Unresponsive landlord • Unresponsive tenant 	YES <ul style="list-style-type: none"> • Rent increases voided • Rent review unavailable until subsequent rent increase 	YES <ul style="list-style-type: none"> • Rent increases voided • Case dismissed • Tenant barred from subsequently challenging such 	YES <ul style="list-style-type: none"> • Rent increases voided • Case dismissed • Tenant barred from subsequently challenging

	Fremont	San Leandro	Union City
		increase before the board	such increase
Suspension of rent increase during rent review/mediation	<ul style="list-style-type: none"> • 50% of proposed rent increase is suspended • 50% of the proposed rent increased deposited to be held until agreement is reached. 	NO	NO
Binding	<ul style="list-style-type: none"> • Yes, if mutual agreement is formalized • Decisions by the rent board are recommendations and not binding 	NO	NO
Retaliation Protection	<ul style="list-style-type: none"> • Protection from adverse retaliatory actions suffered with 180 days of tenant exercising rights under ordinance. • Assesses penalty up to \$2000 • Retaliatory rent increase will be voided • Retaliatory conduct provides a defense to unlawful detainer or eviction action. 	Reference to retaliatory eviction protection under state law	Reference to retaliatory eviction protection under state law
Other		Disputes unresolved by the Rent Review Board are referred to the City Manager for Review.	

Estimate of Improvement Value Threshold if Adjusted Annually						
Series Title	Rent of primary residence in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted					
Series ID	CUURS49BSEHA					
Seasonality	Not Seasonally Adjusted					
Survey Name	CPI-All Urban Consumers (Current Series)					
Measure Data Type	Rent of primary residence					
Area	San Francisco-Oakland-Hayward, CA					
Item	Rent of primary residence					
Initial Threshold				1000.00	1500.00	2000.00
Year	Period	Label	12-Month % Change	1 bedroom	2 bedroom	3 bedroom
1984	M12	1984 Dec	8.2	1082.00	1623.00	2164.00
1985	M12	1985 Dec	9.1	1180.46	1770.69	2360.92
1986	M12	1986 Dec	5.4	1244.21	1866.31	2488.41
1987	M12	1987 Dec	4.2	1296.46	1944.70	2592.93
1988	M12	1988 Dec	4.1	1349.62	2024.43	2699.24
1989	M12	1989 Dec	5.2	1419.80	2129.70	2839.60
1990	M12	1990 Dec	3.9	1475.17	2212.76	2950.34
1991	M12	1991 Dec	2.7	1515.00	2272.50	3030.00
1992	M12	1992 Dec	2.5	1552.88	2329.31	3105.75
1993	M12	1993 Dec	2.3	1588.59	2382.89	3177.18
1994	M12	1994 Dec	1.3	1609.24	2413.87	3218.49
1995	M12	1995 Dec	2	1641.43	2462.14	3282.86
1996	M12	1996 Dec	4	1707.09	2560.63	3414.17
1997	M12	1997 Dec	8	1843.65	2765.48	3687.30
1998	M12	1998 Dec	7	1972.71	2959.06	3945.42
1999	M12	1999 Dec	6.9	2108.82	3163.24	4217.65
2000	M12	2000 Dec	8.7	2292.29	3438.44	4584.59
2001	M12	2001 Dec	9.4	2507.77	3761.65	5015.54
2002	M12	2002 Dec	0.7	2525.32	3787.98	5050.64
2003	M12	2003 Dec	-0.3	2517.75	3776.62	5035.49
2004	M12	2004 Dec	0	2517.75	3776.62	5035.49
2005	M12	2005 Dec	0.2	2522.78	3784.17	5045.56
2006	M12	2006 Dec	2.8	2593.42	3890.13	5186.84
2007	M12	2007 Dec	4.5	2710.12	4065.19	5420.25
2008	M12	2008 Dec	4.1	2821.24	4231.86	5642.48
2009	M12	2009 Dec	1.1	2852.27	4278.41	5704.54
2010	M12	2010 Dec	0.6	2869.39	4304.08	5738.77
2011	M12	2011 Dec	3.6	2972.68	4459.03	5945.37
2012	M12	2012 Dec	4.4	3103.48	4655.22	6206.96
2013	M12	2013 Dec	4.5	3243.14	4864.71	6486.28
2014	M12	2014 Dec	6	3437.73	5156.59	6875.45
2015	M12	2015 Dec	6.8	3671.49	5507.24	7342.99
2016	M12	2016 Dec	6.5	3910.14	5865.21	7820.28
2017	M12	2017 Dec	4.8	4097.83	6146.74	8195.65



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: PH 18-025

DATE: March 27, 2018

TO: Mayor and City Council

FROM: Director of Finance

SUBJECT

FY 2019 Master Fee Schedule/Fine and Bail Schedule

RECOMMENDATION

That Council approves the attached resolution amending the City's Master Fee Schedule to include changes and updates as appropriate; and accepts the Fine and Bail Schedule without modification.

SUMMARY

Annually, City staff completes a review of the City's Master Fee Schedule to identify and determine necessary adjustments to fees charged for services. Approved fee changes will become effective July 1, 2018, the beginning of the 2019 fiscal year. While staff is presenting Council with necessary updates and changes to the Master Fee Schedule, the Fine and Bail Schedule has no changes and staff is requesting that Council accepts the current schedule for FY 2019.

A complete and detailed listing of fees is reflected in the proposed FY2019 Master Fee Schedule and can be found at: http://www.hayward-ca.gov/sites/default/files/documents/FY2019_Master_Fee.pdf <https://haywardca.sharepoint.com/sites/group-fin-admin/Shared%20Documents/Master%20Fee/Master%20Fee%20FY%202019/Agenda%20Report/%20http://www.hayward-ca.gov/sites/default/files/documents/FY2019_Master_Fee.pdf> along with the FY 019 Fine and Bail Schedule: www.hayward-ca.gov/sites/default/files/FY_19_Fine_and_Bail_Schedule.pdf <<http://www.hayward-ca.gov/sites/default/files/FY%2019%20Fine%20and%20Bail%20Schedule.pdf>>, and can also be reviewed at the Office of the City Clerk, and on the City's website at www.hayward-ca.gov <<http://www.hayward-ca.gov>>.

ATTACHMENTS

Attachment I	Staff Report
Attachment II	Resolution
Attachment III	Ordinance 17-16
Attachment IV	Resolution 17-162

Attachment V	Ordinance 17-20
Attachment VI	Resolution 17-167
Attachment VII	Affordable Housing Impact Fees
Attachment VIII	Cannabis Licensing Program
Attachment IX	Library Meeting Rooms Fees
Attachment X	Library Rooms Fees-Library Commission
Attachment XI	Fine and Bail Schedule
Attachment XII	Master Fee Schedule



DATE: March 27, 2018

TO: Mayor and City Council

FROM: Director of Finance

SUBJECT: FY 2019 Master Fee Schedule/Fine and Bail Schedule

RECOMMENDATION

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A complete and detailed listing of fees is reflected in the proposed FY 2019 Master Fee Schedule and can be found at: http://www.hayward-ca.gov/sites/default/files/documents/FY2019_Master_Fee.pdf along with the FY 2019 Fine and Bail Schedule: www.hayward-ca.gov/sites/default/files/FY_19_Fine_and_Bail_Schedule.pdf, and can also be reviewed at the Office of the City Clerk, and on the City's website at www.hayward-ca.gov.

BACKGROUND

The City's Master Fee Schedule identifies the fees for various City services. The fees in the Master Fee Schedule are based on recovery for the cost of delivering services (e.g., various building and fire inspections) and must comply with provisions of current legislation.

As part of a general cost recovery strategy, local governments have adopted user fees to fund programs and services that provide direct benefit to a specified user or have limited or no direct benefit to the community. To the extent that the City uses general tax monies to provide services that it could recover full cost for, but does not, a subsidy is provided and this reduces funds that may be available to provide other community-wide benefits. Unlike most revenue sources, the City has more control over the level of user fees they charge to recover costs. As

the City works to balance levels of service and the variability of demand, Council has become increasingly aware of subsidies provided by the General Fund for fees that do not recapture full costs.

A comprehensive user fee study conducted by Willdan Financial Services was adopted on October 25, 2016 by City Council. The study reviewed all costs associated with internal effort and third-party expenses to develop full cost recovery fees. The City completed smaller adjustments and modifications to the fee schedule (mostly cost of living adjustments and modifications to support Council policies) as part of the FY 2018 annual budget process.

Legislative Requirements

Proposition 26 Review and Compliance

In November 2010, California voters approved Proposition 26, which amended Articles XIII A and XIII C of the State constitution regarding the adoption of fees and taxes. Proposition 26 seeks to assure that taxes are not disguised as fees: taxes must be approved by voters whereas legislative bodies, such as a City Council, can approve fees.

Proposition 218 Review and Compliance

In November 1996, California voters passed Proposition 218, the “Right to Vote on Taxes Act.” This constitutional amendment protects taxpayers by limiting the methods by which local governments can create or increase taxes, fees, and charges without taxpayer consent. Proposition 218 requires voter approval prior to imposition or increase of general taxes, assessments, and certain user fees.

The proposed Master Fee Schedule has been reviewed for compliance with Propositions 26 and 218 and, in the City Attorney's opinion, is compliant.

DISCUSSION

Summary of Changes in Fees by Program Area

City Clerk

1. Increase in the Passport Execution Fee: This fee is being increased from \$25.00 to \$35.00 per Passport Execution as set by U.S. Department of State which becomes effective April 2, 2018.
2. Change in Express Mail Fees for Passport Services Express Mail from City of Hayward to the U.S. Department of State is being changed from \$23.75 to \$24.70, due to a fee increase by the USPS. The Express Mail from the State Department to the customer has been increased from \$15.45 to \$15.89; this is a rate which is set by the U.S. Department of State.

City Manager's Office

1. Rent Stabilization Administrative Fees. Increases the annual fee per Residential Unit from \$2.77 to \$3.59 and the annual fee per Mobile Home Space from \$1.32 to \$1.62. The Residential Rent Stabilization Ordinance's annual program fee ("rental unit fee") is imposed annually on each residential rental unit that is subject to the Residential Rent Stabilization Ordinance. The Mobile Home Space Rent Stabilization Ordinance's annual program fee ("mobile home space fee") is imposed on mobile home spaces that are subject to the Mobile Home Space Rent Stabilization Ordinance. Both residential and mobile home fees are based on rent stabilization program administration costs incurred during previous calendar year. They are service fees that are not subject to the voter or property owner approval procedures contained in Proposition 218. Costs that can be attributed exclusively to one ordinance or the other are so attributed. Costs common to the administration of both ordinances are divided proportionately based on the number of residential units or mobile home spaces in the City, which are subject to the ordinances. At this time, only some of the rent program costs are recovered through the imposition of these fees.

Development Services

Following are the recommended changes to fees for the Development Services Department for Fiscal Year 2019.

I. Building

- a) Overtime Rate for plan check or Inspection Services: Clarification of fee for overtime services to \$220.50 (1.5 x hourly rate of \$147.00).
- b) Building Division Plot Plan Review and Processing: This is a new fee of \$294.00 per plot added to cover costs associated with the time required by Permit Technicians to coordinate and process production homes (includes customer correspondence, stamping, routing and review). This is based on an average of 2 hours of staff time per plot plan totaling \$294.00 (\$147 x 2hrs).
- c) Electrical Permits – Residential – Service Upgrade: The cost for a residential service change was reduced from \$147.00 to \$73.50. This is based on the estimation that the inspections will take ½ hour to complete.
- d) Electrical Permits – Commercial + Multi-Family – Service Upgrade: Fee of \$147.00 is added to clarify that it is a 1-hour inspection and that a General Electrical permit should not be used for this scope of work.

- e) Electrical Permits – Commercial + Multi-Family – Meter Reset: New fee of \$73.50 is added to include commercial meter reset as a ½ hour inspection to match the same scope of work for residential.
- f) Alternate Materials and Methods Requests: Requires a 4-hour minimum commitment of staff time and a new fee of \$588 is being added to recover costs.
- g) Violation Fees – Investigation Fee for Work Done Without Permits: Updated to reflect a 5% increase in the investigation fee for work done without permits. This fee is in addition to permit fees and is also reflected in the Code Enforcement Division's fee schedule and is based on actual staff time.
- h) Violation Fees – Stop Work Order/Red Tag: A \$147 per hour fee was added as a 1-hour inspection fee for applying a stop work order (aka – a “red tag”).

II. Planning

- a) Pre-Application Meeting: Changed from “No Charge” to “No Charge for 1st meeting; subsequent meetings will be billed at \$328 per meeting; and clarification of “Subsequent Meetings.”
 - Planning, coordinating, and routing of pre-application meetings to City staff and formulating responses to applicant, which typically consists of a minimum of one to two labor hours, in addition to the one-hour meeting. Pre-application meetings are a valuable service to potential developers; therefore, the first pre-application meeting will remain a no-cost service. However, due to the cost and time commitment by the City, subsequent requests for pre-application meetings related to the same project and/or project site by a developer will be billed at flat rate of \$328 per meeting (equivalent to two hours of staff time \$164 x 2) as part of the City's cost recovery effort.
- b) Review of Business License: Restore fee and increase to \$82.00, half of the current Planning hourly flat rate of \$164. This fee was included in the adopted FY 2013 Master Fee Schedule, but was inadvertently left out of the final document. On average, it takes approximately thirty minutes of staff time to review a business license application.
- c) Tier Three: Accessory Dwelling Unit with a fee of \$328 Per Unit: This Accessory Dwelling Unit fee is being added to reflect recent City Council adopted Ordinance No. 17-16 (Attachment III) and Resolution No. 17-162 (Attachment IV). These fees were effective November 7, 2017.

- d) New Fee for Landscape Lighting Assessment District Benefit Zone Annexation & Formation: a \$15,000 Initial Deposit for Staff Time & Materials and Consultant Fees. The proposed initial deposit of \$15,000 covers the average costs of staff time, consultant time, and materials required to process Landscape Lighting Assessment District Benefit Zone Annexation & Formation applications.

The last LLD Annexation performed was in 2016 for Cadence Park in South Hayward (LLD Zone 15). The consultant contract for the associated work included a not-to-exceed amount of \$13,250. Staff time spent on the annexation was 24 hrs (project management & two Council meetings) which is about \$4,000.

- e) New Tree Permit fee: Investigation and Violation Fee for work done without Permits. Cost of 200% of Tree Permit Fee (in addition to the regular permit fees). This penalty fee will recover costs associated with staff time related to the investigation of, and potential actions taken towards, tree pruning or tree removal permits not yet obtained, or for illegal projects. Note: In FY 2017, Code Enforcement received over 425 tree-related complaints. These violation types have increased by approximately 10% each year for the past three years. This fee is also consistent with the City's illegal "construction without permit" fee.
- f) Affordable Housing Impact Fees: The Affordable Housing Impact Fees are updated to reflect Ordinance No. 17-20 (Attachment V) and Resolution No. 17-167 (Attachment VI) adopted by City Council on November 7, 2017. Resolution No. 17-167 rescinded the existing Resolution No. 16-189 and established Affordable Housing In-Lieu Fees reflected in Attachment VII.

III. Code Enforcement – Community Preservation Program

- a) Tobacco Licensing Program License Renewal, Inspection, Penalties Fees. These fees are being included within the Code Enforcement Community Preservation section. The fees themselves remain unchanged except for the re-inspection fee, which has increased from \$117.00 per visit to \$164.00 per visit, to reflect the planning and building hourly rates.
- b) Cannabis Licensing Program, License Renewal, Inspection, Penalties Fees were adopted by City Council on March 6, 2018 via Ordinance No.18-03 and are reflected in Attachment VIII.

Finance

I. Operating Permits

- a) Increase to Preferential Parking Permits: to recover costs associated with administering the program. This increase brings fees comparable to where they were prior to FY 2017. A fee study was done for the FY 2017 Master Fee Update, and very conservative projections were made in the amount of staff time spent processing the applications and permits; however, tracking staff time spent over the past two years, reexamining the employee costs associated with processing parking permits, and then factoring in increased supply costs (parking permits, hanging tags, renewal forms and mailings) has made it necessary to realign fees with past fiscal year's fees.

PREFERENTIAL PARKING PERMIT FEE	FY 2016	FY 2017 CURRENT FEE	PROPOSED FEE
Initial Fee and Biennial Renewal Fee (for up to two residential or visitor permits)	\$50.00	\$18.00	\$47.00
Each additional residential permit	\$25.00	\$ 6.00	\$23.00
Each additional visitor permit	\$25.00	\$ 6.00	\$23.00
Permit Replacement fee	\$10.00	\$11.00	\$23.00

Also, as part of the "Hayward Downtown and Bart Station Area Parking Management Plan," a survey was completed comparing some Bay Areas agencies and their residential parking permit cost. As shown below, even with the proposed increase, Hayward would still be amongst the lowest of surveyed jurisdictions. These fees may further change depending on the final approval of the Downtown Parking Management Plan.

RESIDENTIAL PARKING PROGRAM	HAYWARD	OAKLAND	SAN FRANCISCO	BERKELEY	EMERYVILLE	SAN JOSE	PALO ALTO	SACRAMENTO
Fee Per Permit	\$47 first two; \$23 additional	\$82	\$111	\$55	\$20	\$35	\$50	Free

Police

I. Administration

- a) Decrease to False Alarm – First False Alarm: Removing \$185.00 fee to reflect policy already in effect regarding no charge for first false alarm.
- b) Decrease for Clearance Letters - Records: Costs for staff time is \$43.00; therefore, fee is being decreased from \$143.00.

c) New Fees for Cannabis Business Employee Applicants:

- i. New Applications or renewals with Live Scan cost: \$26 fingerprints + \$32 Live Scan + \$241 badge = \$299. Applications for employment must be renewed every year.
- ii. Renewals without Live Scan are \$160 only. Renewals without a Live Scan are done every other year.

NEW FEES FOR CANNABIS BUSINESS EMPLOYEE PERMIT	
Initial permit / Renewal with Live scan	\$299.00
Annual renewal (without Live scan)	\$160.00
Lost permit replacement	\$80.00

Public Works - Engineering & Transportation

I. Engineering Services

- a) Encroachment Permit Application - Minor Work: to include existing application fee of \$327 and verbiage added to advise that any required encroachment permit fees will be applied in addition to the application fee to accommodate necessary inspections.
- b) Temporary Lane Closure Only (No Construction) First Week Only: This new fee is intended to easily differentiate the fees between temporary obstruction of the public right-of-way and temporary street lane closures. To remove confusion, as well as add a specific mechanism for charging of temporary lane closures. This fee is distinguished from the obstruction fee by clearly identifying it is for “temporary lane closure.”
- c) Temporary Lane Closure Only (Construction): New fee of \$115.00 for each additional week or fraction thereof. This fee clearly identifies, similar to temporary obstruction of right-of way, that additional fees will be applied for each week, or fraction thereof, to which temporary lane closure needs to be extended beyond the first week.
- d) Permit Amendment Fee: New fee of \$147.00 to charge for extension of expired permit, and for additional permits not originally obtained, etc. Requests are frequently received to extend expired permits, or add additional permits not originally obtained during the initial application process. These requests result in uncompensated staff time to perform reassessments, as well as for administrative processing. This fee is being added as part of the City’s cost recovery effort.

- e) Geologic Investigation and Report Peer Review: A Time and Material Deposit of \$4,000. This fee will require Public Works staff to review and hire a consultant to peer review a privately initiated Geologic Investigation and Report by an Engineering Geologist, which is required for proposed developments within the Alquist-Priolo Special Study Area.

Maintenance Services

I. Facilities Division

- a) Rotunda Rental Fee: The proposed increase from \$675 to \$880 in Rotunda Rental Fee reflects the increased cost in utility rates (both water and PG&E) and internal maintenance rates. PG&E's typical rate increase is 3% and the City's utility rate was increased by 9% last year; both directly affect the cost to operate the facility. The cost for the cleaning and polishing of the marble floor has increased 10% over the last three years. As presented below, a study was done in surrounding areas of rental fees for comparable venues:

LOCATION	RATE PER HOUR	AVERAGE RENTAL	TOTAL
Hayward (current)	\$84.38	8 Hrs.	\$675
Dublin Civic Center	\$120	8 Hrs.	\$960
San Jose Park & Recreation	\$155	8 Hrs.	\$1240
San Jose Rotunda	\$375	8 Hrs.	\$3000
Hayward (proposed)	\$110	8 Hrs.	\$880

II. Library – Room Rental Fees

In preparation for the 21st Century Library opening in 2018, the Library Commission conducted reviews of Library policies with the intention of updating or revising policies as needed for the new facility. As part of this process, the Library Commission initiated a review of the Library Meeting Room Policy. In multiple meetings during 2016 and 2017, the Library Commission reviewed the meeting room policies and fee schedules of other nearby libraries. At the October 16, 2017 meeting, the Library Commission provided staff direction and recommendations for changes to the Meeting Room Policy, with the goal of finalizing recommendations for Policy changes that were adopted at the November Commission meeting. The proposed new fees for the 21st Century Library can be found on Attachment IX. A summary comparison of library meeting room policies and fees is provided (Attachment X). These fees are listed under Maintenance Services because they pertain to cost recovery for City facility rentals, i.e. the new Library meeting rooms. Revenues from these fees will be deposited to the existing Facility Maintenance fund used for revenues from City Hall Rotunda and other facility rentals.

FINE AND BAIL SCHEDULE

The Hayward Police Department is not recommending modifications to the Fine and Bail Schedule (Attachment XI).

STRATEGIC INITIATIVES

This agenda item is a routine operational item and does not relate to one of the Council's Strategic Initiatives.

ECONOMIC IMPACT

Approval of the attached resolution will have a minor economic impact on our community in that only certain fees will be increased while some fees are being decreased. This action simply incorporates the fees associated with the prior policy direction into the Master Fee Schedule (Attachment XII).

FISCAL IMPACT

Adopting these fee changes will minimally impact overall City revenues and will offset the staff time spent performing the various activities supported by the fees.

PUBLIC CONTACT

A public notice was published in The Daily Review on March 9, 2018 and March 16, 2018. The public notice contained the meeting date announcing the time, location, and subject matter of this public hearing. Staff also notified interested parties by letter and email pursuant to Government Code Section 66016, and information was made available on the City's website ten days prior to the hearing. Additionally, an email update will go out to the interested parties on Friday, March 23, 2018.

NEXT STEPS

Upon approval of the attached resolution, the Schedules will be updated and the fees will be effective as of July 1, 2018, to allow for the required sixty-day notice period.

Prepared and Recommended by: Dustin Claussen, Director of Finance

Approved by:



Kelly McAadoo, City Manager

HAYWARD CITY COUNCIL

RESOLUTION NO. 18- _____

Introduced by Council Member _____

RESOLUTION ADOPTING THE FY 2018 MASTER FEE SCHEDULE THAT REFLECTS UPDATED FEES AND CHARGES FOR DEPARTMENTS IN THE CITY OF HAYWARD AND THE FINE AND BAIL SCHEDULE WITHOUT MODIFICATION AND RESCINDING RESOLUTION NO. 17-053 AND ALL AMENDMENTS THERETO

WHEREAS, Section 15273 of the California Environmental Quality Act (CEQA) Guidelines states that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purposes of:

1. Meeting operating expenses, including employee wage rates and fringe benefits;
2. Purchasing or leasing supplies, equipment, or materials;
3. Meeting financial reserve needs and requirements;
4. Obtaining funds necessary for capital projects necessary to maintain service within existing service areas; or
5. Obtaining funds necessary to maintain intra-city transfers as are authorized by City Charter; and

WHEREAS, the City Council finds and determines that this action is exempt from CEQA based on the foregoing provisions.

WHEREAS, in November 2010, California voters approved Proposition 26, which amended Article XIII C of the State constitution regarding the adoption of fees and taxes. Proposition 26 seeks to assure that taxes, which must be approved by the voters, are not disguised as fees, which can be approved by legislative bodies, such as a city council. The proposed Master Fee Schedule (MFS), including the proposed Fine and Bail Schedule, is compliant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hayward hereby adopts the Fine and Bail Schedule without modification and certain changes in the Master Fee Schedule relating to fees and charges for all departments of the City of Hayward incorporated herein by reference; either on its face or as applied, the invalidity of one provision shall not affect the other provisions of this Master Fee Schedule and the Fine and Bail Schedule, and the applications thereof; and to that end the provisions of this Master Fee Schedule and the Fine and Bail Schedule shall be deemed severable.

BE IT FURTHER RESOLVED that Resolution No. 17-053, and all amendments thereto are hereby rescinded.

BE IT FURTHER RESOLVED that this resolution shall become effective as of July 1, 2018.

IN COUNCIL, HAYWARD, CALIFORNIA March 27, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

ORDINANCE NO. 17-16

AN ORDINANCE ADDING SECTION 10-1.2740 TO CHAPTER 10 (PLANNING, ZONING, AND SUBDIVISIONS) OF THE HAYWARD MUNICIPAL CODE TO REVISE AND UPDATE REGULATIONS RELATED TO THE DEVELOPMENT OF ACCESSORY DWELLING UNITS

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS FOLLOWS:

Section 1. Provisions. The City Council incorporates by reference the findings contained in Resolution No. 17-161 approving the text changes to the Hayward Municipal Code requested in Zoning Text Amendment Application No. 201701087.

Section 2. Chapter 10, Planning, Zoning, and Subdivisions of the Hayward Municipal Code, which establishes development standards and regulations for all zoning districts within City boundaries, is hereby amended to add certain text (as indicated by underline) and delete certain provisions (as indicated by strikethrough) in the attached Exhibit "A", related to the development of Accessory Dwelling Units (commonly referred to as in-law units, secondary dwellings, or granny flats), introduced herewith and as specifically shown in this Ordinance.

Section 3. Severance. Should any part of this Ordinance be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of the City, such decision shall not affect the validity of the remainder of this Ordinance, which shall continue in full force and effect, provided that the remainder of the Ordinance, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the City Council.

Section 4. Effective Date. In accordance with the provisions of Section 620 of the City Charter, the Ordinance shall become effective immediately upon adoption.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 30th day of October, 2017, by Council Member Mendall.

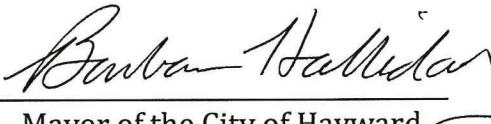
ADOPTED at a regular meeting of the City Council of the City of Hayward, held the 7th day of November, 2017, by the following votes of members of said City Council.

AYES: COUNCIL MEMBERS: Zermeño, Mendall, Peixoto, Lamnin, Salinas
MAYOR: Halliday

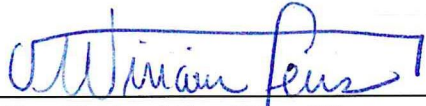
NOES: COUNCIL MEMBERS: Márquez

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

APPROVED: 
Mayor of the City of Hayward

DATE: November 14, 2017

ATTEST: 
City Clerk of the City of Hayward

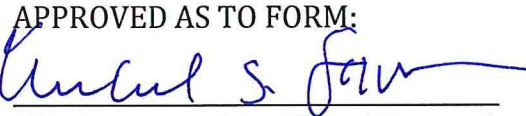
APPROVED AS TO FORM:

City Attorney of the City of Hayward

EXHIBIT A

CHAPTER 10 – PLANNING, ZONING, AND SUBDIVISIONS***ARTICLE 1 – ZONING ORDINANCE*****SECTION 10-1.200 – SINGLE FAMILY RESIDENTIAL DISTRICT (RS)****SEC. 10-1.215 - USES PERMITTED.**

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the RS District:

(1) Residential Uses.

- (a) ~~Attached second dwelling unit. (Also referred to as a "Granny or in-law unit." See Section 10-1.245n., for criteria)~~ Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.
- (b) Second single-family dwelling. (Where one single-family dwelling already exists on a lot, one additional single-family dwelling may be constructed provided the minimum development standards (lot size, setbacks, height, etc., can be met for each dwelling).

SEC. 10-1.245 - MINIMUM DESIGN AND PERFORMANCE STANDARDS.

~~n. Second Dwelling Unit, Attached ("Granny or in-law unit"). An attached second dwelling unit ("Granny or in-law unit") may be constructed in accordance with the following standards:~~

- ~~(1) An attached second dwelling unit may only be added to an existing detached single family dwelling on a parcel containing no other dwellings, and which has at least two covered parking spaces, with at least one common wall between the attached second dwelling unit and the living or garage area of the existing dwelling.~~
- ~~(2) An attached second dwelling unit shall contain no more than one bedroom, shall be a minimum of 400 square feet in area and shall not exceed 640 square feet in area. No additional covered parking shall be provided.~~
- ~~(3) Any separate entry constructed for an attached second dwelling unit shall be located only in the side, side-street (if approved by the Planning Director) or rear yard.~~
- ~~(4) An attached second dwelling unit shall be counted as part of the primary building coverage requirements and also shall conform to all required lot, yard, and height requirements.~~
- ~~(5) An attached second dwelling unit shall not be sold separately from the primary dwelling, but it may be rented.~~
- ~~(6) An attached second dwelling unit shall only be approved where the owner of the existing dwelling has applied for the building permit and where same owner resides in the primary dwelling at the time of application and occupancy of the attached second dwelling.~~

- ~~(7) Unless exempted, as determined by the Building Official, the primary or existing dwelling and the attached second dwelling unit shall conform to all applicable City code requirements; for example, building, fire, plumbing, electrical. A Certificate of Occupancy shall have been obtained for both units prior to occupancy of the attached second dwelling.~~
- ~~(8) An attached second dwelling unit shall not be located within the garage area or a converted garage area of the existing dwelling unless adequate substitute 2-car garage parking is provided outside required front, side, and side street yards.~~
- ~~(9) The exterior design of the attached second dwelling unit shall appear to constitute an integral part of the primary dwelling and not a separate dwelling unit.~~

SECTION 10-1.300 - RESIDENTIAL NATURAL PRESERVATION DISTRICT (RNP)

SEC. 10-1.315 - USES PERMITTED.

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the RNP District:

(1) Residential Uses.

- (a) ~~Attached second dwelling unit. (Also referred to as a "Granny or in-law unit." See Section 10-1.245n., for criteria)~~ Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.

SECTION 10-1.400 - MEDIUM DENSITY RESIDENTIAL DISTRICT (RM)

SEC. 10-1.415 - USES PERMITTED.

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the uses permitted in the RM District:

(1) Residential Uses.

- (a) ~~Attached second dwelling unit. (Also referred to as a "Granny or in-law unit." See Section 10-1.245n., for criteria)~~ Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.
- (b) Second single-family dwelling. (Where one single-family dwelling already exists on a lot, one additional single-family dwelling may be constructed provided the minimum development standards (lot size, setbacks, height, etc., can be met for each dwelling)

SECTION 10-1.500 - HIGH DENSITY RESIDENTIAL DISTRICT (RH)

SEC. 10-1.515 - USES PERMITTED.

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the uses permitted in the RH District:

(1) Residential Uses.

- (a) ~~Second dwelling unit attached to single family dwelling. (Also referred to as a "Granny Unit." See Section 10-1.545.g for criteria.)~~

SEC. 10-1.600 – RESIDENTIAL-OFFICE DISTRICT (RO)**SEC. 10-1.615 - USES PERMITTED.**

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the uses permitted in the RO District:

(1) Residential Uses.

- (a) ~~Attached second dwelling unit. (Also referred to as a "Granny or in-law unit." See Section 10-1.245.n for criteria.)~~ Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.
- (b) Second single-family dwelling. (Where one single-family dwelling already exists on a lot, one additional single-family dwelling may be constructed provided the minimum development standards (lot size, setbacks, height, etc.) can be met for each dwelling.

SEC. 10-1.1100 – COMMERCIAL OFFICE DISTRICT (CO)**SEC. 10-1.1120 – CONDITIONALLY PERMITTED USES.**

a. Administrative Uses. The following uses, or uses determined to be similar by Planning Director, are permitted in the CO District subject to approval of an administrative use permit:

(4) Residential Uses.

- (c) ~~Attached second dwelling unit. (Also referred to as a "Granny or in-law unit." See Section 10-1.245.n for criteria.)~~
- (d) Second single-family dwelling. (Where one single-family dwelling already exists on a lot, one additional single-family dwelling may be constructed provided the minimum development standards (lot size, setbacks, height, etc.) can be met for each dwelling.

SEC. 10-1.1520 – CENTRAL CITY – COMMERCIAL SUBDISTRICT (CC-C)**SEC. 10-1.1522 - USES PERMITTED.**

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the CC-C District:

- (1) Accessory buildings and uses. (See Section 10.1.1555.)
- (2) Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.
- ~~(2)~~(3) Garage sales. (4 per year per dwelling. See General Regulations Section 10-1.2735.d.)

~~{3}~~ (4) Home occupation. (See definitions)

~~{4}~~ (5) Household pets.

~~{5}~~ (6) Indoor storage. (Clearly subordinate to a primary or conditional use that is open to the public and which conforms to the policies and goals of the Redevelopment Agency and the Central City -Commercial Subdistrict

SEC. 10-1.1530 – CENTRAL CITY – RESIDENTIAL SUBDISTRICT (CC-R)

SEC. 10-1.1532 - USES PERMITTED.

a. Primary Uses. The following uses, or uses determined to be similar by the Planning Director, are permitted in the CC-R District as primary uses.:

(4) Residential Uses.

(a) Artist's loft. (Live above place of business)

(b) Boarding home.

(c) Group home. Within existing single-family dwellings. (6 or fewer residents, excluding staff).

(d) Multiple-family dwellings. (Density per Downtown Hayward Design Plan)

~~{e}~~ Second family dwelling, attached.

(f) Single-family dwelling. (Existing as of May 4, 1993, including their accessory structures and uses)

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the CC-R District:

(1) Accessory buildings and uses. (See Section 10.1.1555.)

(2) Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.

~~{2}~~(3) Garage sales. (4 per year per dwelling. See General Regulations Section 10-1.2735.d.)

~~{3}~~ (4) Home occupation. (See definitions)

~~{4}~~ (5) Household pets.

~~{5}~~ (6) Indoor storage. (Clearly subordinate to a primary or conditional use that is open to the public and which conforms to the policies and goals of the Redevelopment Agency and the Central City -Residential Subdistrict.

SEC. 10-1.1540 – CENTRAL CITY – PLAZA SUBDISTRICT (CC-P)

SEC. 10-1.1542 - USES PERMITTED.

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the CC-P District:

(3) Accessory buildings and uses. (See Section 10.1.1555.)

(4) Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.

~~{2}~~(3) Garage sales. (4 per year per dwelling. See General Regulations Section 10-1.2735.d.)

~~{3}~~ (4) Home occupation. (See definitions)

~~(4)~~ (5) Household pets.

~~(5)~~ (6) Indoor storage. (Clearly subordinate to a primary or conditional use that is open to the public and which conforms to the policies and goals of the Redevelopment Agency and the Central City -Plaza Subdistrict

SEC. 10-1.1900 – AIR TERMINAL (AT-RM)

SEC. 10-1.1972 – AT-RM USES PERMITTED.

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the AT-RM District:

(1) Residential Uses.

~~(a)~~ Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.

SEC. 10-1.2000 – AGRICULTURAL DISTRICT (A)

SEC. 10-1.2015 - USES PERMITTED.

b. Secondary Uses. The following uses are permitted as secondary or subordinate uses to the primary uses permitted in the A District:

(1) Residential Uses.

~~(b) Attached second dwelling unit. (Also referred to as a "Granny or in-law unit." See Section 10-1.245.n for criteria)~~ Accessory dwelling unit. (Also referred to as "Granny flat, in-law unit, second dwelling unit." See Section 10-1.2740 for criteria and standards.

(c) Second single-family dwelling. (Where one single-family dwelling already exists on a lot, one additional single-family dwelling may be constructed provided the minimum development standards (lot size, setbacks, height, etc.) can be met for each dwelling.

SECTION. 10-1.2740 - ACCESSORY DWELLING UNITS

SEC. 10-1.2741 PURPOSE.

The ordinance codified in this section establishes regulations for the construction of accessory dwelling units subordinate to single-family dwellings. Accessory dwellings units provide housing opportunities in a flexible manner to address the unmet demand for affordable housing and achieve the goals, objectives, and policies of the Housing Element and General Plan to provide a diverse mix of housing options for the community.

SEC. 10-1.2742 DEFINITIONS.

- a. "Accessory dwelling unit(s)" shall be defined as an attached, detached, or internal residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be located on the same parcel an existing single-family dwelling is situated or to be situated with the proposed development of single-family dwelling(s).

SEC. 10-1.2743 LOCATION CRITERIA.

- a. Accessory dwelling units as detached, attached, or internal accessory uses shall be permitted in the Single-Family Residential (RS), Residential Nature Preservation (RNP), Medium-Density Residential (RM), Residential Office (RO), Agricultural (A) zoning districts, and in the T-3 Suburban transect zone in the Mission Boulevard Corridor Form-Based Code area, where one legally constructed single-family dwelling exists as the primary structure on the parcel.
- b. Accessory dwelling units limited exclusively to the internal conversion or repurpose of an existing structure shall be permitted in the following zoning districts: Central-City Commercial (CC-C), Central-City Residential (CC-R), Central-City Plaza (CC-P), and Airport-Terminal Medium Density Residential (AT-RM) zoning districts, provided one legally constructed single-family dwelling exists as the primary structure on the parcel.
- c. Planned Development Districts. The new construction of attached and detached accessory dwellings units shall not be permitted in Planned Development (PD) zoning districts, unless otherwise specified within the original development proposal as an amenity. Accessory dwelling units involving the internal conversion of an existing structure shall be permitted provided the proposed unit complies with the criteria set forth in Section 10-1.2743(b) and the remainder of this Article, as applicable.

SEC. 10-1.744 DESIGN AND DEVELOPMENT STANDARDS.

All proposed accessory dwelling units shall comply with the following design and development standards:

- a. Quantity. On any one parcel of land, no more than one accessory dwelling unit shall be allowed regardless of the number of single-family dwellings located on the lot.
- b. Unit Size. All proposed accessory dwelling units shall not exceed 50-percent of the habitable floor area of the existing single-family residence or 1,200 square-feet, whichever is less. Habitable floor area calculation shall not include garages, detached accessory structures, patio covers, porches, covered and uncovered balconies, and decks as determined by the Planning Director.

- c. Maximum Number of Bedrooms. Accessory dwelling units shall not exceed a maximum of two bedrooms as sleeping quarters.
- d. Attached Units. Accessory dwelling units proposed to be attached from the primary residence shall comply with the development standards set forth by the underlying zoning for the primary structure including, but not limited to, setbacks, lot coverage, height, and architectural compatibility.
- e. Detached Units. Accessory dwelling units proposed to be detached from the primary residence shall comply with the minimum design and performance standards set forth by the underlying zoning district for detached, accessory and secondary structures including, but not limited to, setbacks, lot coverage, height, distance between structures, location and architectural compatibility.
- f. Setbacks. Accessory dwelling units proposed to be constructed atop of existing, legal detached garages shall provide a minimum five-foot setback from the interior side and rear property lines, unless a greater setback is required pursuant to Building and Fire standards or the property is a corner lot which shall comply with the minimum street-side setback requirements. Accessory dwelling units proposed to be attached or detached shall conform to the development standards and performance standards set forth in the underlying zoning district.
- g. Height Restrictions. Accessory dwelling units shall comply with the following height restrictions based on the proposed location of the unit:
 - (1) Accessory dwelling units attached to the primary structure shall comply with the height limitations of the underlying zoning district for the principal structure.
 - (2) Accessory dwelling units to be detached from the primary structure shall be limited to the height restrictions set forth in the underlying zoning district for detached, accessory and secondary structures.
 - (3) Accessory dwelling units proposed to be constructed atop of legally constructed detached garages shall be subject to the review and approval of a discretionary Site Plan Review application in accordance with Section 10-1.3000 of the Hayward Municipal Code. In order to deny a Site Plan Review application, the Planning Director shall find that the accessory dwelling unit would be detrimental to the public health and safety or would introduce unreasonable privacy impacts to the immediate neighbors. In any instance, the accessory dwelling unit shall be limited to the maximum height restriction of the primary structure within the underlying zoning district
- h. Independent Exterior Access. Accessory dwelling units shall provide an independent exterior access separate from the primary residence. The separate entry constructed for the accessory dwelling unit shall not face the street or the public right-of-way.

- i. Owner Occupancy. The legal property owner of the lot shall be required to reside in either the primary residence or the accessory dwelling unit located on the parcel. At no time shall the property owner rent the primary dwelling and the accessory dwelling unit separately or allow the main house and the accessory dwelling unit to be sublet individually while the property owner resides elsewhere.
- (1) The accessory dwelling unit shall not be sold separately from the principal residence. The rental and lease period for either unit shall be longer than a minimum of 30-days and shall not be utilized as a short-term rental.
- j. Fire Sprinklers. Accessory dwelling units shall not be required to be equipped with fire sprinklers unless fire sprinkler installation is required for the primary dwelling
- k. Park Dedication In-Lieu Fees. Each accessory dwelling unit whether detached, attached, or internal shall be required to pay the applicable Park-Dedication In-Lieu fee as set forth in Chapter 10, Article 16 of the Hayward Municipal Code (Property Developers – Obligations for Parks and Recreation) prior to the date of final inspection or the date the Certificate of Occupancy is issued for the development, whichever occurs first.
- l. Private Sewage System. If the accessory dwelling unit is proposed to incorporate or utilize a private sewage disposal system (e.g. septic tank or on-site wastewater treatment system), the applicant shall be required to provide documentation and proof by the Alameda County Department of Environmental Health at the time of application. No private sewage disposal shall be permitted where there is an available public sewer within 200-feet, measured along streets, alleys, or public right-of-way upon which a lot abuts pursuant to Chapter 11, Article 3 (Sanitary Sewer System) of the Hayward Municipal Code.

SEC. 10-1.2745 ADDITIONAL PROVISIONS FOR THE CONVERSION OF EXISTING STRUCTURES TO CREATE ACCESSORY DWELLING UNITS.

- a. Setbacks. No side or rear yard setback shall be required for an existing, legally constructed garage or accessory structure that is converted into an accessory dwelling unit provided it is sufficient for fire safety standards as determined by the Hayward Fire Department and Chief Building Official.
- b. Utility Connection Fees. Accessory dwelling units constructed within the building envelope of the existing principal residence, garage, or accessory structure shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.
- c. Parking. No additional parking shall be required if the accessory dwelling unit is located within the existing building envelope of the primary residence or accessory structure, unless it involves the conversion of a garage or reduction of the off-street parking requirement for the parcel.

SEC. 10-1.2746 PARKING.

Accessory dwelling units shall be required to provide parking in accordance with the following requirements:

- a. Parking Requirement for Primary Residence. In any instance, the property shall be required to meet the minimum parking requirement as set forth in Chapter 10, Article 2, Off-Street Parking Regulations for the principal residence prior or concurrent to the application for an accessory dwelling unit.
- b. New Units. Accessory dwelling units shall be required to provide one (1) off-street parking space on the same lot as the unit in a covered, uncovered, or tandem configuration. Parking spaces may be located in the required setbacks provided the proposed location complies with the landscaping requirement in the front yard and minimum standards set forth within the Off-Street Parking Regulations for open parking spaces, unless otherwise approved by the Planning Director.
- c. Garage Conversions. Where garages are converted for the purpose of creating an accessory dwelling unit, replacement off-street parking shall be provided on the same lot as the unit in either a covered, uncovered, or tandem configuration provided the proposed location complies with the landscaping requirement in the front yard and the minimum standards set forth within the Off-Street Parking Regulations for open parking spaces, unless otherwise approved by the Planning Director.
- d. Parking Requirement Exemptions. Off-street parking shall not be required for accessory dwelling units if any of the following circumstances apply:
 - (1) The unit is located within one-half mile of public transit and bus stations.
 - (2) The unit is located within an architecturally and historically significant historic district.
 - (3) Where there is designated car-share vehicle parking within one block of the unit.

SEC. 10-1.2747 PERMIT REQUIRED.

Unless otherwise noted in this Ordinance, the applicant shall be required to obtain the approval of a Zoning Conformance Permit by the Planning Division prior to the submittal of a building permit application to the Building Division. Zoning Conformance Permits shall either be disapproved or approved within 120 days of the submission of a complete application. Application submittal requirements for an Accessory Dwelling Unit shall include the following items, in addition to the required fees for each accessory dwelling unit proposed in accordance with the adopted Master Fee Schedule:

- a. Project Plans. The applicant shall be required to provide a site plan, floor plan, elevations, and cross sections of the proposed accessory dwelling unit drawn to scale.

Plans shall include minimal project information, dimensions, and calculations including, but not limited to the proposed setbacks, lot coverage, height, distance between structures, square-footage, easements, materials, etc. as required by the Planning Director or his/her designee.

- b. Deed Restriction. Prior to the issuance of a building permit for the accessory dwelling unit, the property owner shall file with Alameda County Recorder a deed restriction approved by the City stating compliance with provisions of this Ordinance and Hayward Municipal Code and such deed is binding upon any successor in ownership of the property, and lack of compliance shall be grounds for Code Enforcement action and removal of the accessory dwelling unit.

SECTION 10-1.3500 – DEFINITIONS

SEC. 10-1.3510 - USES AND ACTIVITIES DEFINED.

DWELLING UNIT. One or more rooms with a single kitchen, arranged, designed, used, or intended to be used exclusively for living and sleeping purposes by one family as an independent housekeeping unit. Other definitions include the following:

- a. Accessory dwelling unit: An attached, detached, or internal residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be located on the same parcel an existing single-family dwelling is situated or to be situated with the proposed development of single-family dwelling(s). See Section 10-1.2740 for criteria and standards.
- b. Apartment/multiple family dwelling(s): Any building, group of buildings, or portion thereof which includes two or more dwelling units, and which are intended as ownership units, or in the case of apartments, rental or for lease units. Apartment/multiple family dwelling projects may include private recreational facilities. See Sections 10-1.400 and 10-1.500 for requirements.
- c. Condominium dwelling(s): Any building, group of buildings, or portion thereof which includes two or more dwelling units, and for which there is a final map or parcel map. Condominium dwelling projects are usually governed by a Homeowners Association (HOA) with Covenants, Codes and Restrictions (CC&R's), and may include private recreational facilities. See Sections 10-1.400 and 10-1.500 for requirements. Within a condominium, ownership consists of the airspace within a unit and the building(s) and all land within the development are under common ownership.
- d. Single-family dwelling: A detached building containing only one dwelling unit. See Section 10-1.200 for requirements.

- e. Second Single-family dwelling: A second single-family dwelling permitted on a parcel where there is one existing single-family dwelling already, provided minimum lot size and setbacks can be met for both dwellings separately. See Section 10-1.215.b.(1)(b) for requirements.
- ~~f. Second dwelling unit, Attached: A second dwelling unit attached to an existing owner-occupied single-family dwelling which may be rented and contains no more than 640 square feet and no more than one bedroom. Also referred to as a "granny or in-law unit." See Section 10-1.245.n for requirements.~~
- g. Townhouse dwelling(s): Any building, group of buildings, or portion thereof which includes two or more attached dwelling units, and for which there is a final map or parcel map. Townhouse dwelling projects are usually governed by a Homeowners Association (HOA) with Covenants, Codes and Restrictions (CC&R's), and may include private recreational facilities. See Sections 10-1.400 and 10-1.500 for requirements. Townhouse ownership includes the building, the land beneath the building and typically a patio or small yard adjacent to the structure. The remaining land within the development is under common ownership.

ARTICLE 2 – OFF-STREET PARKING REGULATIONS

SECTION 10-2.310 - RESIDENTIAL USES.

The number of off-street parking spaces required for residential shall be:

USES	PARKING SPACES REQUIRED
SINGLE-FAMILY DWELLINGS:	2.0 covered per dwelling unit
If a lot abuts a public or private street that has no parking lane on either side of the street or is posted for no parking on both sides of the street.	2.0 covered per dwelling unit plus 2.0 open per dwelling unit, which shall not block access to the covered parking
If a dwelling with a single car garage was built prior to March 24, 1959	1.0 covered per dwelling unit
MULTIPLE-FAMILY DWELLING(S):	
Studio	1.0 covered and 0.50 open per dwelling unit
One-bedroom	1.0 covered and 0.70 open per dwelling unit
Two or more bedrooms	1.0 covered and 1.10 open per dwelling unit
* Ten percent of the multiple family parking spaces required shall clearly be marked for visitor's parking, at least 70 percent of which shall accommodate standard size vehicles. Where less than 10 parking spaces are required, a minimum of one standard parking space shall clearly be marked for visitor's parking.	* Included in the rental cost, a minimum of one covered parking space shall be assigned to each studio and one-bedroom unit, and a minimum of one covered and one uncovered parking space shall be assigned to each two or more bedrooms or more units. Assigned unused spaces may not be rented to any other party. Any uncovered space may be covered instead.
MOBILE HOMES	2.0 per mobile home space, plus 1.0 guest parking space per three mobile home spaces within a mobile home park
ATTACHED SECOND-FAMILY UNITS (Granny Units) <u>Accessory Dwelling Unit(s)</u>	No additional parking spaces are required for attached second-family units. <u>See Section 10-1.2740 for parking criteria and standards.</u>

ARTICLE 24 – SOUTH HAYWARD BART FORM BASED CODE**TABLE 9. SPECIFIC FUNCTION AND USE**

	T4	T5	CS
a. Residential			
Multiple Family	P	P	-
Second Dwelling Unit	P -	P -	-
Live-Work	P	P	-
Small Group Transitional Housing	P	P	-
Large Group Transitional Housing	CU	CU	-
Small Group Supportive Housing	P	P	-
Large Group Supportive Housing	CU	CU	-
Emergency Homeless Shelter	P	-	-

(-) = Not Permitted, (P) = By Right, (AU) = Administrative Use Permit, (CU) = Conditional Use Permit

SEC. 10-24.230 BUILDING CONFIGURATION

- a. General to T4 and T5 Zones**
- i. Buildings on corner Lots shall have two Private Frontages as shown in Table 15. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
 - ii. All Facades shall be glazed with clear glass no less than 30% of the first Story.
 - iii. Stories may not exceed 14 feet in height from finished floor to finished floor, except for a first floor Commercial Function, which shall be a minimum of 14 feet with a maximum of 25 feet. A single floor level exceeding 14 feet, or 25 feet at ground level, shall be counted as two (2) stories. Mezzanines extending beyond 33% of the floor area shall be counted as an additional Story.
 - iv. In a Parking Structure or garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.
 - v. Height limits do not apply to masts or belfries, clock towers, chimney flues, elevator bulkheads, church spires, cupolas, domes, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning.
 - vi. Attics shall not exceed 14 feet in height. Raised basements shall not exceed 3 feet in height up to the finished floor of the first story.

- vii. ~~The habitable area of a Second Dwelling Unit within a Principal Building or an Outbuilding shall not exceed 640 square feet, excluding the parking area.~~ an Accessory Dwelling Unit shall conform to the criteria and standards of Section 10-1.2740 of the Hayward Municipal Code.
- viii. Rooftop improvements shall be required to reduce visual impacts on future buildings that could impact views from existing buildings at higher elevations on the east side of Mission Boulevard, as determined by the Planning Director. Architectural features integral to the building design and solar energy systems should not be screened from view.

SEC. 10-24.500 – DEFINITIONS AND RULES OF INTERPRETATION

~~Second Dwelling Unit: a dwelling unit that is accessory, supplementary, and secondary to the principal dwelling, which may be constructed as an addition to the principal structure or as an accessory to the principal structure.~~ Accessory dwelling unit: An attached, detached, or internal residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be located on the same parcel an existing single-family dwelling is situated or to be situated with the proposed development of single-family dwelling(s). See Section 10-1.2740 for criteria and standards.

ARTICLE 25 – MISSION BOULEVARD CORRIDOR FORM BASED CODE**TABLE 9. ALLOWED FUNCTIONS**

	T3	T4-1	T4-2	T5	CS
a. Residential					
Multiple Family	CU	P/CU	P/CU	P/CU	-
Second Dwelling Unit	P	P/CU -	P/CU -	P/CU -	-
Single Family	P	-	-	-	-
Live-Work	-	P/CU	P/CU	-	-
Emergency Homeless Shelter	-	P/CU	P/CU	-	-
Single-Room Occupancy (SRO)	-	-	-	CU	-

(-) = Not Permitted, (P) = By Right, (AU) = Administrative Use Permit, (CU) = Conditional Use Permit

SEC. 10-25.230 BUILDING CONFIGURATION

- a. General to T3, T4-1, T4-2 and T5 Zones
- i. Buildings on corner Lots shall have two Private Frontages as shown in Table 15. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
 - ii. All Facades shall be glazed with clear glass no less than 30% of the first Story.
 - iii. Stories may not exceed 14 feet in height from finished floor to finished floor, except for a first floor Commercial Function, which shall be a minimum of 14 feet with a maximum of 25 feet. A single floor level exceeding 14 feet, or 25 feet at ground level, shall be counted as two (2) stories. Mezzanines extending beyond 33% of the floor area shall be counted as an additional Story.
 - iv. In a Parking Structure or garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.
 - v. Height limits do not apply to masts or belfries, clock towers, chimney flues, elevator bulkheads, church spires, cupolas, domes, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning.
 - vi. Attics shall not exceed 14 feet in height. Raised basements shall not exceed 3 feet in height up to the finished floor of the first story.
 - vii. ~~The habitable area of a Second Dwelling Unit within a Principal Building or an Outbuilding shall not exceed 640 square feet, excluding the parking area.~~ an Accessory Dwelling Unit shall conform to the criteria and standards of Section 10-1.2740 of the Hayward Municipal Code.
 - viii. Rooftop improvements shall be required to reduce visual impacts on future buildings that could impact views from existing buildings at higher elevations on the east side of Mission Boulevard, as determined by the Planning Director. Architectural features integral to the building design and solar energy systems should not be screened from view.

SEC. 10-25.600 – DEFINITIONS AND RULES OF INTERPRETATION

~~Second Dwelling Unit: a dwelling unit that is accessory, supplementary, and secondary to the principal dwelling, which may be constructed as an addition to the principal structure or as an accessory to the principal structure.~~ Accessory dwelling unit: An attached, detached, or internal residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be located on the same parcel an existing single-family dwelling is situated or to be situated with the proposed development of single-family dwelling(s). See Section 10-1.2740 for criteria and standards.

HAYWARD CITY COUNCIL

RESOLUTION NO. 17-162

Introduced by Council Member Zermeño

RESOLUTION AMENDING THE CITY OF HAYWARD 2018 FISCAL YEAR
MASTER FEE SCHEDULE FOR ZONING CONFORMANCE PERMITS
ASSOCIATED WITH A ZONING TEXT AMENDMENT TO CHAPTER 10 OF THE
HAYWARD MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

WHEREAS, Section 15273 of the California Environmental Quality Act (CEQA) Guidelines states that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purposes of:

1. Meeting operating expenses, including employee wage rates and fringe benefits;
2. Purchasing or leasing supplies, equipment, or materials;
3. Meeting financial reserve needs and requirements;
4. Obtaining funds necessary for capital projects necessary to maintain service within existing service areas; or,
5. Obtaining funds necessary to maintain intra-city transfers as are authorized by City Charter; and

WHEREAS, the City Council finds and determines that this action is exempt from CEQA based on the foregoing provisions;

WHEREAS, in November 2010, California voters approved Proposition 26, which amended Article XIII C of the State constitution regarding the adoption of fees and taxes. Proposition 26 seeks to assure that taxes, which must be approved by the voters, are not disguised as fees, which can be approved by legislative bodies, such as a city council. The proposed amendment to the Master Fee Schedule (MFS) to set a new fee to process simple, ministerial Planning permits is considered a Planning Permit fee pursuant to Exception 1 for Fees for Benefits and Privileges, Article XIII C, § 1(e)(1) of Proposition 26.

WHEREAS, the City's goal is to provide a ministerial Planning permit (Zoning Conformance Permit) to provide efficient, over-the-counter service to support applications for minor projects that are permitted as a matter of right, subject to fixed standards or objective measurements set forth in the Hayward Municipal Code, and to achieve cost recovery cost recovery for the staff time in implementing such a permit;

WHEREAS, the Zoning Conformance Permit (ZCP) will be utilized to review Accessory Dwelling Unit projects in a ministerial manner which will ensure cost recovery during the

initial project intake, code compliance review, deed restriction review, issuance of permit and records management post-permit issuance; and

WHEREAS, notice of the hearing was published in the manner required by law and the hearing was duly held by the City Council on October 17, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds and determines as follows:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hayward hereby adopts certain changes in the Fiscal Year 2018 Master Fee Schedule, as reflected in attached Exhibit "A".

BE IT RESOLVED that this resolution shall become effective on the date that the companion Ordinance (Ordinance No. 17-16) becomes effective.

IN COUNCIL, HAYWARD, CALIFORNIA OCTOBER 30, 2017

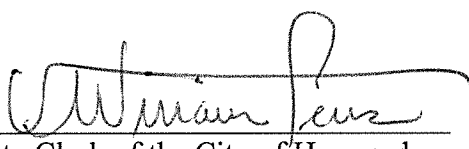
ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: Zermeno, Mendall, Peixoto, Lamnin, Salinas
MAYOR: Halliday

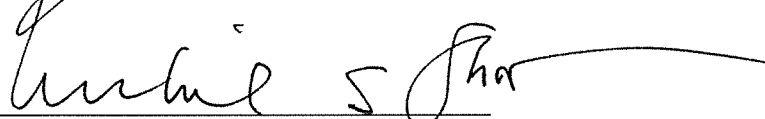
NOES: COUNCIL MEMBERS: Márquez

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ATTEST: 
City Clerk of the City of Hayward

APPROVED AS TO FORM:


City Attorney of the City of Hayward

ORDINANCE NO. 17-20AN ORDINANCE OF THE CITY OF HAYWARD AMENDING CHAPTER 10, ARTICLE 17,
OF THE HAYWARD MUNICIPAL CODE REGARDING AFFORDABLE HOUSING
REQUIREMENTS FOR NEW HOUSING DEVELOPMENTS

THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 10, Article 17 of the Hayward Municipal Code is amended to read in full as follows:

ARTICLE 17**AFFORDABLE HOUSING ORDINANCE**

Section	Subject Matter
10-17.100	GENERAL PROVISIONS
10-17.105	TITLE
10-17.110	PURPOSE
10-17.115	FINDINGS
10-17.120	DEFINITIONS
10-17.200	RESIDENTIAL DEVELOPMENT PROJECTS
10-17.205	UNIT THRESHOLD AND BASIC REQUIREMENTS
10-17.210	ON-SITE UNITS IN OWNERSHIP RESIDENTIAL PROJECTS
10-17.215	ON-SITE UNITS IN RENTAL RESIDENTIAL PROJECTS
10-17.220	DESIGN, DISTRIBUTION AND TIMING OF AFFORDABLE UNITS
10-17.225	OFF-SITE CONSTRUCTION

10-17.230	ADDITIONAL ALTERNATIVES
10-17.300	[RESERVED]
10-17.400	AFFORDABLE HOUSING IN-LIEU FEE
10-17.405	ADOPTION OF AFFORDABLE HOUSING IN-LIEU FEE
10-17.410	PAYMENT OF AFFORDABLE HOUSING IN-LIEU FEE
10-17.415	USE OF AFFORDABLE HOUSING IN-LIEU FEE
10-17.500	IMPLEMENTATION OF AFFORDABLE HOUSING PLAN
10-17.505	GENERAL
10-17.510	AFFORDABLE HOUSING PLAN
10-17.515	AFFORDABLE HOUSING AGREEMENT
10-17.520	TERM OF AGREEMENT
10-17.525	RECORDING OF AGREEMENT
10-17.600	EXEMPTIONS
10-17.700	DEVELOPMENT INCENTIVES
10-17.800	ADMINISTRATION OF AFFORDABLE UNITS
10-17.805	SELECTION CRITERIA
10-17.810	CONFLICT OF INTEREST
10-17.815	OCCUPANCY
10-17.820	RESALE OF FOR-SALE AFFORDABLE UNITS
10-17.825	OPTION TO PURCHASE – FOR-SALE AFFORDABLE UNITS
10-17.830	RENTAL UNITS

10-17.835	MARKETING PLAN
10-17.840	COMPLIANCE REPORTS
10-17.845	SUBSEQUENT RENTAL TO INCOME-ELIGIBLE TENANT
10-17.850	CHANGES IN TENANT INCOME
10-17.900	ADJUSTMENTS AND WAIVERS
10-17.905	APPLICATION FOR ADJUSTMENTS AND WAIVERS
10-17.910	CONSIDERATIONS
10-17.915	ACTION ON ADJUSTMENT OR WAIVER
10-17.1000	AFFORDABLE HOUSING TRUST FUND
10-17.1005	TRUST FUND
10-17.1010	PURPOSE, LIMITATIONS AND ADMINISTRATION
10-17.1100	ENFORCEMENT
10-17.1105	MISDEMEANOR
10-17.1110	CITY ACTIONS

ARTICLE 17 - AFFORDABLE HOUSING ORDINANCE

SEC. 10-17.100 - GENERAL PROVISIONS

SEC. 10-17.105 - TITLE.

This title shall be known and may be cited and referred to as the "Hayward Affordable Housing Ordinance."

SEC. 10-17.110 - PURPOSE.

The purpose of this Article is to:

- a. Enhance the public welfare by ensuring that future Residential Development Projects contribute to the attainment of the affordable housing goals set forth in the 2015-2023 Housing Element of the General Plan of the City of Hayward.
- b. Require that future Residential Development Projects mitigate their impact on the need for affordable housing in Hayward by contributing to the production of residences in Hayward that are affordable to extremely low, very low, low-and moderate-income households.
- c. Increase the production of residences in Hayward that are affordable to extremely low, very low, low, and moderate-income households.
- d. Ensure that residences affordable to extremely low, very low, low- and moderate-income households are distributed throughout the City's various neighborhoods.
- e. Support the housing objectives contained in State law.

SEC. 10-17.115 - FINDINGS.

The City Council finds and determines that lack of access to affordable housing has a direct impact upon the health, safety and welfare of the residents of the City of Hayward. The housing problem affects a broad range of income groups, including many who would not need public assistance or intervention in the housing market if they lived outside of the San Francisco Bay Area.

- a. According to the 2015-2023 Housing Element, 48 percent of Hayward households pay more than 30 percent of their income for housing. Over 68 percent of lower income households overpay, and among very low-income households, 89 percent of renters overpay for housing.
- b. The 2015-2023 Housing Element also shows that most lower income households cannot afford any available housing in Hayward and that moderate-income households can afford to rent but not purchase housing in Hayward.
- c. Because all forms of housing are expensive to build, rent, and buy, a variety of housing programs and resources are required to help meet the need for affordable housing.
- d. The California Legislature has required each local government agency to develop a comprehensive, long-term plan establishing policies for future development. As specified in Government Code Section 65583(c), the plan must (1) encourage the

development of a variety of types of housing for all income levels, including multifamily rental housing; and (2) "[a]ssist in the development of adequate housing to meet the needs of extremely low, very low, low- and moderate-income households." The City is also charged by the Legislature to use the powers vested in it to make adequate provision for the housing needs of all economic segments of the community. (Section 65580(d).)

- e. Because of the high cost of both existing and newly constructed housing, the City will be limited in its ability to contribute to the attainment of State housing goals and to maintain a thriving mixed-income community without additional affordable housing.
- f. Rising land prices have been a key factor in preventing development of new affordable housing. New housing construction in the City that does not include affordable units aggravates the existing shortage of affordable housing by absorbing the supply of available residential land. This reduces the supply of land for affordable housing and increases the price of remaining residential land. At the same time new housing contributes to the demand for goods and services in the City, increasing local service employment at wage levels that do not often permit employees to afford housing in the City. Providing the affordable units or fees required by this ordinance will mitigate the impacts of market-rate development on the need for affordable housing and will help to ensure that part of the City's remaining developable land is used to provide affordable housing.

SEC. 10-17.120 - DEFINITIONS.

As used in this Article, each of the following terms is defined as follows:

- a. "Affordable Unit" is defined as an ownership or rental Dwelling Unit whose price is set at an Affordable Ownership Cost or Affordable Rent as defined in this Article.
- b. "Affordable Ownership Cost" is defined as the maximum purchase price that will be affordable to a Moderate-Income Household at Presumed Occupancy Levels, based on a reasonable down payment and monthly housing payments (including mortgage principal and interest, property taxes, homeowner's insurance, and homeowner/condominium association fees where applicable) that do not exceed one hundred ten percent of Area Median Income multiplied by thirty-five percent and divided by twelve.
- c. "Affordable Rent" is defined as the maximum monthly rent, including all fees for housing services and a utility allowance as determined by the Alameda County Housing Authority, that does not exceed the following, based on Presumed Occupancy Levels:
 - 1. For Extremely Low Income Households: thirty percent of Area Median Income multiplied by thirty percent and divided by twelve.
 - 2. For Very Low Income Households: fifty percent of Area Median Income multiplied by thirty percent and divided by twelve.
 - 3. For Low Income Households: sixty percent of Area Median Income multiplied by thirty percent and divided by twelve.

- d. "Applicant" is defined as any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks discretionary or ministerial permits for a Residential Development Project from the City of Hayward.
- e. "Area Median Income (AMI)" is defined as the median income for Alameda County, adjusted for household size, as published annually in Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by the California Department of Housing and Community Development (HCD).
- f. "Decision-Making Body" is defined as the body with the authority to approve an application for a Residential Development Project.
- g. "Dwelling Unit" is defined as a dwelling designed and intended for residential occupancy by one household.
- h. "Extremely Low, Very Low, Low, and Moderate-Income Households" are defined as households whose incomes do not exceed the extremely low, very low, low, or moderate-income limits, as applicable, established for Alameda County and adjusted for household size that are published annually in Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by HCD.
- i. "Household Income" is defined as the gross annual household income, monetary benefits, and all other sources of household income, before deductions or exemptions, and includes the income of all members of the household 18 years of age or older.
- j. "Ownership Residential Project" is defined as any Residential Development Project that creates new Dwelling Units that may be sold individually, including but not limited to condominiums, townhomes, stock cooperatives, community apartments, and attached or detached single-family homes. An Ownership Residential Project also includes any Residential Development Project with a recorded condominium plan or map and the conversion of residential property to common interest developments as described in Hayward Municipal Code Section 10-3.370.
- k. "Presumed Occupancy Levels" as listed below shall be used to establish Affordable Ownership Cost and Affordable Rents, unless the Residential Development Project is financed with federal tax credits, in which case the applicable federal regulations shall determine the Presumed Occupancy Levels:
 - (1) One person for a studio unit;
 - (2) Two people for a one bedroom unit;
 - (3) Three people for a two bedroom unit; and
 - (4) One additional person for each additional bedroom thereafter.
- l. "Rental Residential Project" is defined as any Residential Development Project that creates new Dwelling Units that cannot be sold individually.
- m. "Residential Development Project" is defined as any development for which a discretionary or ministerial permit is required that includes the creation of two (2) or more net new Dwelling Units or residential lots, or Dwelling Units and residential lots in combination. A conversion of residential property containing two (2) or more

Dwelling Units to a common interest development, as defined in Hayward Municipal Code Section 10-3.370, is also a Residential Development Project. All development within a two-year period of two (2) or more Dwelling Units on a lot, or on contiguous lots for which there is evidence of common ownership or control, even though not covered by the same City discretionary or ministerial permit, shall be considered to be one Residential Development Project. The provisions of this section shall be interpreted broadly to effect the purposes of this chapter and to prevent evasion of its terms.

SEC. 10-17.200 - RESIDENTIAL DEVELOPMENT PROJECTS.

SEC. 10-17.205 - UNIT THRESHOLD AND BASIC REQUIREMENTS.

All Residential Development Projects consisting of two (2) or more Dwelling Units shall be subject to the affordable housing requirements of this Article. This Article shall be applied no more than once to an approved Residential Development Project, regardless of changes in the character or ownership of the development, provided that the total number of Dwelling Units does not change.

At the time an application for a Residential Development Project is submitted, the Applicant shall specify how the requirements of this Section shall be met. An Applicant for a Residential Development Project shall comply with the affordable housing requirements of this article by satisfying one of the following options:

- a. Pay an affordable housing in-lieu fee under Section 10-17.410; or
- b. Include on-site for-sale Affordable Units as specified in Section 10-17.210 or on-site rental Affordable Units as specified in Section 10-17.215. Where the calculation of the required number of Affordable Units results in a fraction of a unit, the Applicant may provide one additional Affordable Unit or pay affordable housing in-lieu fees for the fractional unit. If a project amendment results in a change in the total number of Dwelling Units, the number of Affordable Units required will be recalculated to coincide with the final approved Residential Development Project; or
- c. Construct Affordable Units not physically contiguous to the development (off-site) if approved by the Decision-Making Body under Section 10-17.225; or
- d. Propose additional alternatives not listed in this Article if approved by the Decision-Making Body under Section 10-17.230; or
- e. In an Ownership Residential Project, provide rental Affordable Units consistent with Section 10-17.215.

SEC. 10-17.210 – ON-SITE UNITS IN OWNERSHIP RESIDENTIAL PROJECTS.

If the Applicant elects to provide on-site for-sale Affordable Units in an Ownership Residential Project, they shall be provided as follows:

- a. In high-density condominium projects approved at densities of thirty five (35) units per acre or more, 7.5 percent of the Dwelling Units shall be for-sale Affordable Units. In all other Ownership Residential Projects, 10 percent of the Dwelling Units shall be for-sale Affordable Units.

- b. For-sale Affordable Units shall be made affordable to Moderate- Income Households at Affordable Ownership Cost. The Applicant may elect to provide Affordable Units affordable to Extremely Low, Very Low, or Low Income Households rather than units affordable to Moderate-Income Households.
- c. For-sale Affordable Units must be legally restricted to occupancy by Moderate-Income Households in perpetuity.

SEC. 10-17.215 – ON-SITE UNITS IN RENTAL RESIDENTIAL PROJECTS.

If the Applicant elects to provide on-site rental Affordable Units in a Rental Residential Project, they shall be provided as follows:

- a. Six (6) percent of the Dwelling Units shall be rental Affordable Units.
- b. One-half of rental Affordable Units shall be made affordable to Low-Income Households at Affordable Rent and one-half shall be made affordable to Very Low Income Households at Affordable Rent. The first Affordable Unit required shall be made affordable to Very Low Income Households at Affordable Rent. The Applicant may elect to provide Affordable Units affordable to Extremely Low or Very Low Income Households rather than units affordable to Very Low and Low-Income Households.
- c. Rental Affordable Units must be legally restricted to occupancy by Low-Income or Very Low Income Households, as applicable, at Affordable Rent in perpetuity.

SEC. 10-17.220 - DESIGN, DISTRIBUTION AND TIMING OF AFFORDABLE UNITS.

On-site Affordable Units shall be integrated with the proposed Residential Development Project and shall be comparable in infrastructure (including sewer, water and other utilities), construction quality, exposure to environmental conditions, access to amenities, and exterior design to the on-site market-rate units. Specifically:

- a. The Affordable Units should be integrated with the project as a whole. Affordable Units have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing. The Affordable Units must be at least equal in size and amenities as the on-site market rate units, and any comparative deficiency in size or amenities must be compensated for by additional Affordable Units, larger Affordable Units, or affordability to households with lower incomes.
- b. No building permits will be issued for any market-rate units in the Residential Development Project until permits for all Affordable Units have been obtained, unless Affordable Units are to be constructed in phases pursuant to a plan approved by City Council.
- c. Market-rate units in the Residential Development Project will not be inspected for occupancy until all Affordable Units have been constructed, unless Affordable Units are to be constructed in phases pursuant to a plan approved by City Council.

SEC. 10-17.225 - OFF-SITE CONSTRUCTION.

As an alternative to construction of on-site Affordable Units, an Applicant may instead construct Affordable Units not physically contiguous to the development (off-site) if the Decision-Making Body determines that:

- a. Off-site construction will further affordable housing opportunities in the City to a greater extent than construction of the required Affordable Units as part of the proposed Residential Development Project;
- b. A schedule for completion of the off-site Affordable Units concurrently with completion of the related market-rate units is provided and agreed upon as a condition of approval for the project;
- c. The off-site Affordable Units are at least equal in size and amenities to the Affordable Units that would be provided on-site, or any comparative deficiency in size or amenities is compensated for by additional Affordable Units, larger Affordable Units, or affordability to households with lower incomes.
- d. The off-site location is suitable for the proposed Affordable Units, consistent with the General Plan and the Housing Element, and will not tend to cause residential segregation

Except as approved by the Decision-Making Body, off-site Affordable Units shall conform with all other requirements in this Article that are applicable to on-site Affordable Units.

SEC. 10-17.230 - ADDITIONAL ALTERNATIVES.

An Applicant may also propose additional alternatives not listed in this Article if the Decision-Making Body finds that such an alternative would provide a greater benefit to the City than the other options explicitly described in this Article. An Applicant may also choose to propose any combination of on-site construction, off-site construction, affordable housing in-lieu fee, rental housing, or other alternative that conforms to the provisions of this Article and would at least equal the benefit to the City as the other options explicitly described in this Article. Except as approved by the Decision-Making Body, off-site Affordable Units shall conform with all other requirements in this Article that are applicable to on-site for-sale Affordable Units.

SEC. 10-17.300 – [Reserved]

SEC. 10-17.400 - AFFORDABLE HOUSING IN-LIEU FEE.

SEC. 10-17.405 - ADOPTION OF AFFORDABLE HOUSING IN-LIEU FEE.

Affordable housing in-lieu fees for Residential Development Projects may be established by resolution of the City Council and amended from time to time as appropriate. Any such fees shall be part of the City's Master Fee Schedule. The fees shall not exceed the cost to the City of mitigating the impact of such developments on the need for affordable housing in the City.

SEC. 10-17.410 - PAYMENT OF AFFORDABLE HOUSING IN-LIEU FEE.

Affordable housing in-lieu fees shall be paid either prior to issuance of a building permit for a Dwelling Unit or prior to approval of a final inspection or issuance of an occupancy permit for a Dwelling Unit. Regardless of the option chosen, no final inspection will be approved and no occupancy permit will be issued for any Dwelling Unit unless all required affordable housing in-lieu fees have been paid in full.

SEC. 10-17.415 - USE OF AFFORDABLE HOUSING IN-LIEU FEE.

The affordable housing in-lieu fee shall be placed in the Affordable Housing Trust Fund and used as described in Sections 10-17.1000-1010.

SEC. 10-17.500 - IMPLEMENTATION OF AFFORDABLE HOUSING PLAN.

SEC. 10-17.505 - GENERAL.

The provisions of this Article shall apply to all agents, successors and assignees of an Applicant or property owner proposing a Residential Development Project governed by this Article. No discretionary or ministerial permit shall be issued for any Residential Development Project unless in compliance with the terms of this Article.

SEC. 10-17.510 - AFFORDABLE HOUSING PLAN.

Unless the Applicant proposes to pay affordable housing in-lieu fees consistent with Section 10-17.400-415, an Applicant shall submit an Affordable Housing Plan (AHP) as part of the earliest application for a Residential Development Project. In accordance with the Permit Streamlining Act, the Planning Director shall determine whether the AHP is complete. The elements of a complete AHP are described below. If the AHP is incomplete, the AHP will be returned to the Applicant with a list of the deficiencies or the information required. No application for a discretionary or ministerial permit to which this Article applies shall be deemed complete until the AHP is deemed complete by the Planning Director. At any time during the review process, the Planning Director may require from the Applicant additional information reasonably necessary to clarify and supplement the application or to determine the consistency of the proposed AHP with the requirements of this Article.

A complete AHP shall include, at a minimum:

- a. The location, structure (attached or detached), proposed tenure (for-sale or rental), and size of the proposed market-rate units and Affordable Units and the basis for calculating the number of Affordable Units provided;
- b. A floor or site plan depicting the location of the Affordable Units;
- c. The income levels to which each Affordable Unit will be made affordable;
- d. For phased Residential Development Projects, a phasing plan that provides for the timely development of the number of Affordable Units proportionate to each proposed phase of development as required by this Article;
- e. A description of any incentives that are requested by the Applicant;

- f. If off-site units, rental units, or other alternatives are proposed under Sections 10-17.205, 10-17.225, or 10-17.230, the information necessary to support the findings required for approval of such alternatives;
- g. A marketing plan that describes how the Applicant will inform the public, and those within the appropriate income groups, of the availability of Affordable Units;
- h. A written statement demonstrating compliance with the requirements of Section 10-17.220 for on-site Affordable Units; and
- i. Any other information reasonably requested by the Planning Director to assist with evaluation of the AHP under the standards of this Article.

Affordable Housing Plans that meet all of the requirements of this Article shall be approved by Decision-Making Body. An Affordable Housing Plan that requests a waiver of any of the requirements set forth in this Article shall require approval of the City Council.

SEC. 10-17.515 - AFFORDABLE HOUSING AGREEMENT.

An approved Affordable Housing Plan shall be memorialized by an Affordable Housing Agreement (AHA) between the City and the Applicant. The form of the AHA will vary, depending on the manner in which the provisions of this Article are satisfied for a particular Residential Development Project. An AHA must include, at minimum, the following:

- a. Description of the development, including whether the Affordable Units will be rented or owner-occupied;
- b. The number, size and location of any Extremely Low, Very Low-, Low- or Moderate-Income Units;
- c. Affordability incentives provided by the City (if any), including the nature and amount of any local public funding;
- d. Provisions and/or documents for resale restrictions, deeds of trust, rights of first refusal or rental restrictions;
- e. The marketing plan for sale or rental of the Affordable Units;
- f. Provisions for monitoring the ongoing affordability of the Affordable Units, and the process for qualifying prospective resident households for income eligibility; and
- g. Any additional obligations relevant to the compliance with this Article.

The form of the AHA resale and rental restrictions, deeds of trust, option agreements and other documents authorized by this subsection must be approved by the City Manager or designee prior to being executed with respect to any Residential Development Project.

Approval of an AHA is a condition of any discretionary or ministerial permit for any Residential Development Project for which this Article applies, unless the Applicant has proposed to pay affordable housing mitigation fees consistent with Section 10-17.400-415.

SEC. 10-17.520 - TERM OF AGREEMENT.

All for-sale Affordable Units provided under this Article must be legally restricted to occupancy by Moderate, Low, Very Low, or Extremely Low-Income Households, as applicable, in perpetuity. All rental Affordable Units provided under this Article must be legally restricted to occupancy by Low, Very Low, or Extremely Low-Income Households, as applicable, in perpetuity.

SEC. 10-17.525 - RECORDING OF AGREEMENT.

An approved Affordable Housing Agreement must be recorded against the property included in the Residential Development Project prior to approval of any parcel or final map or issuance of any building permit, whichever occurs first. Additional rental or resale restrictions, deeds of trust, option agreements and/or other documents acceptable to the City Manager or designee may also be recorded. In cases where the requirements of this Article are satisfied through the development of off-site units, the Affordable Housing Agreement must simultaneously be recorded against the Residential Development Project site and the property where the off-site units are to be developed.

SEC. 10-17.600 - EXEMPTIONS.

The requirements of this Article do not apply to the following:

- a. The reconstruction of any structures that have been destroyed by fire, flood, earthquake or other act of nature; provided, however, that this Article shall apply to net new Dwelling Units added to a site if the reconstruction of the site increases the total number of Dwelling Units by two or more.
- b. Development agreements originally adopted and executed by the City Council prior to January 1, 2004 and any extensions or modifications of those development agreements that did not modify the affordable housing requirements; and any development agreements which specify an alternative requirement for affordable housing.

SEC. 10-17.700 - DEVELOPMENT INCENTIVES.

This Article confers economic and land use benefits on Residential Development Projects that provide on-site Affordable Units, as set forth below.

- a. **Density Bonus.** The Applicant may apply for a density bonus and other regulatory incentives provided by state law pursuant to Chapter 10, Article 19 of the Hayward Municipal Code. In calculating the number of Affordable Units required by this Article, any additional Dwelling Units authorized as a density bonus pursuant to state law shall not be counted as part of the Residential Development Project.
- b. **Modified Development Standards to Increase Density.**
 - (1) In a residential project which contains single family detached homes, Affordable Units may be attached Dwelling Units rather than detached homes. In a residential project that includes attached multi-story Dwelling Units, Affordable Units may contain only one story;

- (2) When a Residential Development Project is within one-half mile of a rail station or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, the Applicant may request that the Decision-Making Body reduce the number of parking spaces required for the development based on the assumption that some households will take public transportation to their jobs. This will allow for increased density within the development.
- c. Expedited Processing. Expedited processing of development approvals and permits will be available for Residential Development Projects with on-site Affordable Units.
- d. Technical and Financial Assistance. Upon request, information shall be provided to Applicants regarding design guidelines and financial subsidy programs for Residential Development Projects.

SEC. 10-17.800 - ADMINISTRATION OF AFFORDABLE UNITS.

SEC. 10-17.805 - SELECTION CRITERIA.

No household shall be permitted to occupy an Affordable Unit unless the City Manager or designee has first approved the household's eligibility as a Moderate-, Low-, Very Low, or Extremely Low-Income Household, as applicable. The Applicant, property owner or property manager shall use an equitable selection method established in compliance with the terms of this Article and approved by the City Manager or designee. If qualified, persons shall be selected for occupancy of an Affordable Unit based on the following criteria:

- a. First Priority: Persons who live or work within the City of Hayward.
- b. Second Priority: All other eligible households.

SEC. 10-17.810 - CONFLICT OF INTEREST.

The following individuals are ineligible to purchase or rent an Affordable Unit: City employees and officials (and their immediate family members) who have policy-making authority or influence regarding City housing programs and do not qualify as having a remote interest as provided by California Government Code; the Applicant and its officers and employees (and their immediate family members); and the property owner and its officers and employees (and their immediate family members).

SEC. 10-17.815 - OCCUPANCY.

Any household who occupies an Affordable Unit must occupy that unit as the household's principal residence. Should the household cease to occupy the Affordable Unit as its principal residence, the household will be in default of its resale restriction or lease. The City may, in its sole discretion, grant a temporary waiver of this occupancy requirement for hardship.

SEC. 10-17.820 – RESALE OF FOR-SALE AFFORDABLE UNITS.

The initial and subsequent sales price of for-sale Affordable Units must be set at Affordable Ownership Cost.

- a. Transfer of Restrictions. When the ownership of a for-sale Affordable Unit is transferred, each new owner must sign an Affordable Housing Agreement consistent with the provisions of this Article.
- b. Resale. The maximum sales price permitted on resale of a for-sale Affordable Unit shall be the lower of (1) fair market value or (2) the seller's lawful purchase price, increased by the lesser of (a) the rate of increase of Area Median Income during the seller's ownership or (b) the rate at which the Consumer Price Index for All Urban Consumers, San Francisco Area, increased during the seller's ownership. To the extent authorized in the resale restrictions or Affordable Housing Agreement recorded against the property, seller may recover, at time of sale, the value of capital improvements made by the seller (for which there are receipts) and the seller's necessary and usual costs of sale. The City Manager or designee may authorize an increase in the maximum allowable sales price to achieve such recovery. Capital improvements are limited to new construction. Repairs of any type, including but not limited to roofs, bathrooms and kitchens, are not considered capital improvements.

SEC. 10-17.825 - OPTION TO PURCHASE - FOR-SALE AFFORDABLE UNITS.

In the event of a default under the resale restrictions, the City shall have the option to purchase the Affordable Unit following the default by the owner under the terms of the resale restrictions.

It is the responsibility of the seller of an Affordable Unit that is subject to this Article to select a purchaser that meets the income requirements of this Article. Information regarding potential purchasers who may meet the income criteria may be obtained from the City of Hayward or from similar programs offered by other municipalities, lenders, or local housing organizations. The City may establish procedures to review the prospective purchaser's eligibility to purchase an Affordable Unit. If the seller is unable to find an eligible purchaser, the City shall have the option to purchase the Affordable Unit.

In either event, the option price for the Affordable Unit shall equal the price that could be charged to an income-eligible purchaser.

SEC. 10-17.830 - RENTAL AFFORDABLE UNITS.

If rental Affordable Units are provided, the Affordable Units shall be offered to eligible households at Affordable Rent. The owner of rental Affordable Units shall certify each tenant's Household Income to the City Manager or designee at the time of initial rental and annually thereafter. The owner must obtain and review documents that demonstrate the prospective tenant's Household Income and submit such information on a form approved by the City Manager or designee. The City Manager or designee shall review the prospective tenant's eligibility to rent an Affordable Unit. No tenant may move into an Affordable Unit prior to authorization by the City Manager or designee.

SEC. 10-17.835 - MARKETING PLAN.

Owners of rental Affordable Units may fill vacant Affordable Units by selecting income-eligible households in accordance with the approved marketing plan contained in the Affordable Housing Agreement.

SEC. 10-17.840 - COMPLIANCE REPORTS.

Owners of rental Affordable Units shall submit annual compliance reports summarizing the occupancy of each Affordable Unit. Annually, the owner shall re-certify all tenants for income-eligibility and submit an annual report. The forms and format used will be the same as those specified for the Tax Exempt Multifamily Mortgage Bond Program or other State or federal housing subsidy program approved by the City.

SEC. 10-17.845 - SUBSEQUENT RENTAL TO INCOME-ELIGIBLE TENANT.

The owner shall apply the same rental terms and conditions to tenants of Affordable Units as are applied to all other tenants, except as required to comply with this Article (e.g., rent levels, occupancy restrictions and income requirements) or with other applicable government subsidy programs. The owner shall manage and operate the Affordable Units in compliance with federal and state fair housing laws.

SEC. 10-17.850 - CHANGES IN TENANT INCOME.

If, after moving into an Affordable Unit, a tenant's Household Income exceeds the income limit for that Affordable Unit, the following shall apply:

- a. If the tenant's Household Income does not exceed the income limits of other Affordable Units in the Residential Development Project, the owner may, at the owner's option, allow the tenant to remain in the original Affordable Unit and re-designate the Affordable Unit as affordable to households of a higher income level, as long so the next vacant Affordable Unit is re-designated for the income category previously applicable to the tenant's household.
- b. If there are no Affordable Units available at the tenant's increased income level, the tenant's rent shall be raised to 30 percent of the tenant's actual monthly Household Income or fair market rent, whichever is lower. If the tenant is paying fair market rent, the next vacant Dwelling Unit that is comparable in size (number of bedrooms, bathrooms, square footage, etc.) to the original Affordable Unit shall be designated as an Affordable Unit at the income level previously applicable to the Dwelling Unit converted to market rate. However, if the Affordable Units are financed with federal tax credits, the following shall apply: if, upon recertification, a tenant's Household Income exceeds 70 percent of AMI, the owner shall charge the existing tenant rent equal to the amount permitted under the rules and regulations of the Internal Revenue Service and the California Tax Credit Allocation Committee, and the owner shall rent the next available Dwelling Unit to a Very Low Income Household for Affordable Rent.

SEC. 10-17.900 - ADJUSTMENTS AND WAIVERS.

SEC. 10-17.905 - APPLICATION FOR ADJUSTMENTS AND WAIVERS.

As part of an application for the first approval of a Residential Development Project, an Applicant may apply for a reduction, adjustment, or waiver of the requirements of this Article based upon a showing that applying the requirements of this chapter would result in an unconstitutional taking of property or would result in any other unconstitutional result. The

Applicant shall set forth in detail the factual and legal basis for the claim, including all supporting technical documentation.

SEC. 10-17.910 - CONSIDERATIONS.

In making a determination on an application to adjust or waive the requirements of this Article, the City Council may assume each of the following when applicable: (a) the Applicant will benefit from any incentives included in this Article; (b) the Applicant will be obligated to provide the most economical Affordable Units feasible in terms of construction, design, location and tenure; and (c) that the Applicant is likely obtain other housing subsidies where such funds are reasonably available.

SEC. 10-17.915 - ACTION ON ADJUSTMENT OR WAIVER.

The City Council, based upon legal advice provided by or at the behest of the City Attorney, may approve a reduction, adjustment, or waiver if it determines that applying the requirements of this chapter would effectuate an unconstitutional taking of property or otherwise have an unconstitutional application to the property. The reduction, adjustment, or waiver shall be approved only to the extent necessary to avoid an unconstitutional result, after adoption of written findings and based on legal analysis and the evidence. If a reduction, adjustment, or waiver is granted, any change in the residential or nonresidential project shall invalidate the reduction, adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver pursuant to this Section. If the City Council determines no violation of the United States or California Constitutions would occur through application of this Article, the requirements of this Article shall remain applicable.

SEC. 10-17.1000 - AFFORDABLE HOUSING TRUST FUND.

SEC. 10-17.1005 - TRUST FUND.

There is hereby established a separate Affordable Housing Trust Fund ("Fund"). This Fund shall receive all affordable housing in-lieu fees and may also receive monies from other sources.

SEC. 10-17.1010 - PURPOSE, LIMITATIONS AND ADMINISTRATION.

Monies deposited in the Fund must be used to increase the supply of housing affordable to Moderate-, Low-, Very Low-, or Extremely Low-Income households in the City, through new construction, acquisition of affordability covenants and substantial rehabilitation of existing housing, or provision of other residential facilities, including emergency shelters and transitional housing, if those facilities mitigate the impact of market-rate housing on the need for affordable housing. Up to ten percent of revenue may be used to cover reasonable administrative costs associated with the administration and implementation of this Article.

The Fund shall be administered by the City Manager or designee, who may develop procedures to implement the purposes of the Fund consistent with the requirements of this Article and any adopted budget of the City.

SEC. 10-17.1100 - ENFORCEMENT.

SEC. 10-17.1105 - MISDEMEANOR.

It shall be a misdemeanor for any person to sell or rent an Affordable Unit at a sales price or rent exceeding Affordable Rent or Affordable Ownership Cost or otherwise to violate any of the provisions of this Article.

SEC. 10-17.1110 - CITY ACTIONS.

The City may institute actions in law or equity for violations of this Article and may suspend or revoke any discretionary or ministerial permit upon finding a violation of any of the provisions of this Article, an approved Affordable Housing Agreement, or any documents, such as resale restrictions and rent regulatory agreements, entered into by the City to implement the requirements of this Article.

SECTION 2. If any section, subsection, paragraph, or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid, or beyond the authority of the City of Hayward by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective February 1, 2018.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 7th day of November, 2017, by Council Member Mendall.

ADOPTED at a regular meeting of the City Council of the City of Hayward, held the 28th day of November, 2017, by the following votes of members of said City Council.

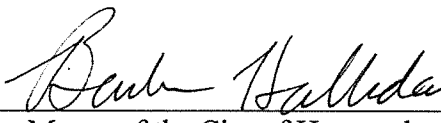
AYES: COUNCIL MEMBERS: Zermeño, Márquez, Mendall, Peixoto, Lamnin, Salinas
MAYOR: Halliday

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

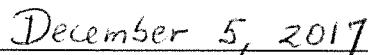
ABSENT: COUNCIL MEMBERS: None

APPROVED:



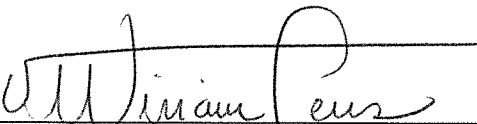
Mayor of the City of Hayward

DATE:



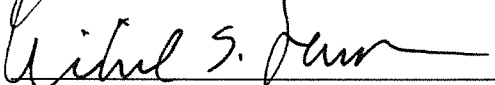
December 5, 2017

ATTEST:



City Clerk of the City of Hayward

APPROVED AS TO FORM:



City Attorney of the City of Hayward

HAYWARD CITY COUNCIL

RESOLUTION NO. 17- 167

Introduced by Council Member Mendall

RESOLUTION RESCINDING RESOLUTION 16-189 AND ESTABLISHING AFFORDABLE HOUSING IN-LIEU FEES

WHEREAS, to assure that future housing development in the City of Hayward (the "City") contributes to the production of residential units in the City that are affordable to very low, low- and moderate-income households and mitigates its impact on the need for affordable housing in the City, the City Council has considered and introduced on this same date an ordinance to amend the Affordable Housing Ordinance (Chapter 10, Article 17 of the City's Municipal Code) (the "Affordable Housing Ordinance"); and

WHEREAS, the Affordable Housing Ordinance authorizes the imposition of Affordable Housing In-Lieu Fees on for-sale and rental residential developments to provide funds equal to the cost of providing affordable housing on-site and to mitigate the impact of market-rate housing development on the need for affordable housing, where applicants elect to pay Affordable Housing In-Lieu Fees rather than provide affordable units on- or off-site; and

WHEREAS, to ensure that the Affordable Housing In-Lieu Fees adopted by this Resolution do not exceed the cost of providing affordable housing on-site or the actual affordable housing impacts attributable to the development projects on which the fee is imposed, the City Council has received and considered a report from Keyser Marston Associates dated October 31, 2017 and entitled "Summary, Context Materials, and Recommendations: City of Hayward Affordable Housing Ordinance Update," which includes, among other information, an affordability gap analysis, a residential nexus analysis, a financial feasibility analysis, and an on-site compliance cost analysis (the "KMA Study"); and

WHEREAS, the KMA Study demonstrates that, to fully mitigate the burdens created by residential development on the need for extremely low, very low, low, median, and moderate-income housing, an affordable housing impact fee of \$28.90 to \$44.90 per square foot of new market rate residential development would be needed, and that the cost of on-site compliance is equivalent to approximately \$18 to \$22 per square foot of new market rate residential development; and

WHEREAS, the City Council now desires to rescind the Affordable Housing Impact Fees previously adopted under Resolution 16-189 and to adopt Affordable Housing In-Lieu Fees for residential developments as authorized by the Affordable Housing Ordinance; and

WHEREAS, the KMA Study found that the Affordable Housing In-Lieu Fees imposed by this Resolution are economically feasible and will not pose a constraint on the construction of housing in the City; and

WHEREAS, notice of the hearing on the proposed fee was published twice in the manner set forth in Government Code Section 6062a as required by Government Code Sections 66004 and 66018; and

WHEREAS, the City Council has reviewed the information contained in this Resolution and the accompanying staff report and attachments thereto at a meeting held on November 7, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAYWARD THAT:

Section 1. The City Council finds as follows:

A. The foregoing recitals are true and correct and incorporated into this Resolution by this reference.

B. The purpose of the Affordable Housing In-Lieu Fee is to provide funds to the City to develop and construct affordable housing as would otherwise be provided on-site and to mitigate the burdens created by new residential and nonresidential development projects on the need for extremely low, very low, low, and moderate-income housing. An applicant for a residential development project may elect to provide affordable units on-site, to pay the Affordable Housing In-Lieu Fee, to provide affordable units off-site, or to provide affordable housing through other means.

C. In compliance with the Affordable Housing Ordinance, all affordable housing impact fees collected shall be deposited into the City's Affordable Housing Trust Fund to be used solely to increase and preserve the supply of housing affordable to households of extremely low, very low, low, median, and moderate incomes (including reasonable administrative costs).

D. There is a need in the City for housing affordable to households of extremely low, very low, low, and moderate incomes.

E. The KMA Study sets forth cost estimates that are reasonable for constructing affordable housing, and the fees expected to be generated by new development will not exceed these costs.

F. Based on the KMA Study, the proposed Affordable Housing In-Lieu Fees are economically feasible and will not pose a constraint on housing production.

G. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this Resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project. (CEQA Guidelines Section 15378(b) (4).)

Section 2. The City Council hereby rescinds and removes the Affordable Housing Impact Fee established by Resolution No. 16-189.

Section 3. The City Council hereby adopts the following Affordable Housing In-Lieu Fees:

1. Residential Development Projects – Ten Units or More

- | | | |
|----|--|---|
| a. | High-Density Condominiums
(35 units per acre or more) | \$15.00/Square Foot of Habitable Space* |
| b. | All Other Dwelling Unit Types | \$18.18/Square Foot of Habitable Space* |

*Notes:

Affordable housing in-lieu fees shall be paid either prior to issuance of a building permit or prior to approval of a final inspection or issuance of an occupancy permit. Fees paid at occupancy shall be increased by 10 percent to \$16.50/sq. ft. of habitable space for high density condominiums and to \$20/sq. ft. of habitable space for all other dwelling unit types.

"Habitable Space" means floor area within a dwelling unit designed, used, or intended to be used exclusively for living and sleeping purposes and exclusive of vent shafts, eaves, overhangs, atriums, covered entries and courts and any portion of a structure above ground used for parking, parking aisles, loading areas, or accessory uses.

2. Residential Development Projects - Two to Nine Units

Projects of two to nine units shall pay the following percentage of the fee calculated pursuant to Section 1 above:

<u>Number of Units in Project</u>	<u>Percentage of Calculated Fee</u>
2	50%
3	67%
4	75%
5	80%
6	83%
7	86%
8	88%
9	89%

3. Fractional Units. If an applicant provides on-site Affordable Units under Chapter 10, Article 17 of the Hayward Municipal Code and elects to pay Affordable Housing In-Lieu Fees for a fractional unit, the fractional in-lieu fee payment shall be calculated as follows:

Fractional Unit/Total Affordable Unit Requirement x Per Square Foot Fee x Total Habitable Square Footage in the Project

Example: 42-unit townhouse project totaling 85,000 habitable sq. ft. has on-site requirement of 10%, or 4.2 units. Developer elects to provide 4 affordable units and pay an in-lieu fee for the fractional unit. The payment is calculated as follows:

$$0.2/4.2 \times \$18.18 \times 85,000 \text{ sq. ft.} = \$73,586$$

4. Applications for Residential Development Projects of Two or More Units Deemed Complete as of November 28, 2017

- a. Projects receiving all discretionary approvals by February 1, 2018: Affordable Housing Impact Fees in effect on November 28, 2017.
- b. Projects not receiving all discretionary approvals by February 1, 2018: 50% of the Affordable Housing In-Lieu Fee calculated under either Section 1 or Section 2 above, as applicable depending on the size of the project.

Section 4. The City Council may review and amend the Affordable Housing In-Lieu Fee from time to time. Beginning January 1, 2019, for any annual period during which the City Council does not review the affordable housing impact fee, fee amounts shall be adjusted once by the City Manager or designee based on the percentage change in the Consumer Price Index for All Urban Consumers, San Francisco Area.

Section 5. An Affordable Housing In-Lieu Fee as shown in Section 3 shall be paid by all developments subject to the fee.

Section 6. This Resolution shall go into full force and effect on February 1, 2018.

Section 7. Any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within the 90-day time period as established by Code of Civil Procedure Section 1094.6.

IN COUNCIL, HAYWARD, CALIFORNIA November 7, 2017

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: Zermefio, Márquez, Mendall, Peixoto, Lamnin, Salinas

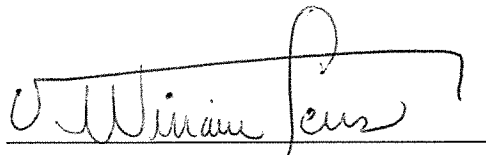
MAYOR: Halliday

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

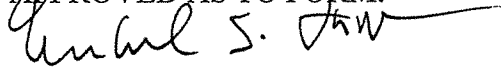
ABSENT: COUNCIL MEMBERS: None

ATTEST:

A handwritten signature in black ink, appearing to read "William J. ...", written over a horizontal line.

City Clerk of the City of Hayward

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Gerald S. ...", written over a horizontal line.

City Attorney of the City of Hayward

Affordable Housing Impact Fees

1. Residential Development Projects Ten Units or More

- | | |
|--|---|
| a. High-Density Condominiums (35 units per acre or more) | \$15.00/Square Foot of Habitable Space* |
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Fractional Unit/Total Affordable Unit Requirement x Per Square Foot Fee x Total Habitable Square Footage in the Project

4. Applications for Residential Development Projects of Two or More Units Deemed Complete as of November 28, 2017

Complete as of November 28, 2017

- Projects receiving all discretionary approvals by February 1, 2018: Affordable Housing Impact Fees in effect on November 28, 2017.
- Projects not receiving all discretionary approvals by February 1, 2018: 50% of the Affordable Housing In -Lieu Fee calculated under either Section 1 or Section 2 above, as applicable depending on the size of the project.

Cannabis Licensing Program, License Renewal, Inspection, Penalties Fees

The following fees are being added due to the newly adopted Cannabis Program and Ordinance.

- a. Annual Commercial Cannabis Permit Fee: \$15,000 (minimum of one inspection per year; includes up to four HPD decoy fees/inspections annually).
- b. Program fees:
 - (1) Initial inspection, violation found: \$5,000
 - (2) Initial inspection, no violation found: No charge
 - (3) 2nd re-inspection, no violations: \$500 re-inspection fee
 - (4) 2nd re-inspection violations found: \$10,000 + \$500 reinspection fee
 - (5) 3rd & subsequent re-inspection, no violations: \$500 re-inspection fee
 - (6) 3rd & subsequent re-inspection, violations found: \$15,000 + \$500 re-inspection fee
 - (7) Subsequent Violations: \$10,000 + \$500 re-inspection fee
 - (8) Subsequent re-inspections, no violations: \$500 re-inspection fee
 - (9) Subsequent re-inspections, violations found: \$15,000 + \$500 re-inspection fee
 - (10) Any required inspections after the initial inspection greater than three hours will be assessed an hourly code enforcement inspection fee: \$164 hr.

Work Permit Application Fee (Cannabis Program)

- 1) Initial Application Fee \$299
(Including but not limited to: Fingerprints, Live Scan and Badge)
- 2) Renewal w/out Live Scan Fee \$160

B. 21ST CENTURY LIBRARY MEETING ROOM FEES

1. Fees for the use of 21st Century Library meeting rooms:

RENTAL RATES:

User Groups

Users are classified into the following groups for determining scheduling priority and the applicable fees and charges.

- A. City of Hayward departments or governmental agencies directly serving residents of Hayward, i.e., HUSD, HARD, County of Alameda, etc.
- B. Nonprofits under IRS Code 501(c)(3) and open membership group that are co-sponsored by the Library Department.
- C. Nonprofit groups under IRS Code 501(c)(3) based in and directly serving residents of Hayward, whose purpose is the betterment of the community.
- D. Other organized clubs or special interest group that have been granted IRS Code 501(c)(3, 4 or 6) nonprofit status with open membership, formal organization, and officers.
- E. Other public or private civic, cultural, educational, or charitable groups not previously mentioned above.
- F. Hayward businesses with company facilities located within the Hayward City limits.
- G. All other businesses, commercial groups, private functions and other groups not previously mentioned above

	FEE RATES BY USER GROUP ** all rates hourly **						
LIBRARY FACILITY	A	B	C	D	E	F	G
Large Room (whole)	-	-	\$35	\$50	\$75	\$100	\$150
Large Room (subdivided ½)	-	-	\$20	\$35	\$50	\$75	\$100
Medium Room	-	-	\$20	\$35	\$50	\$75	\$100
Conference Room	-	-	\$10	\$20	\$30	\$50	\$75
Warming Kitchen (*flat rate)	-	-	-	\$50*	\$50*	\$100*	\$150*

OTHER LIBRARY MEETING ROOM FEES	RATES – all user groups
Application Fee	\$6 non-refundable processing fee at time of application
Janitorial Service Fee (when needed)	\$57 per event, plus janitorial hourly service fee
Room Setup Fee (when needed)	\$50 - \$100
Attendant on Duty (when needed)	\$75/hr.
Opening/Closing Fee (when needed)	\$50
Liability Insurance	Fees determined for each use.
Hayward Police Dept. Security	Fee determined by current overtime rates for police personnel
Private Vendor Security	Fee determined by current hourly rates, nature of event, number of attendees
Utilities	Fee determined by average current hourly costs
Meeting Room Damage Deposit	\$50 - \$1,000 depending upon room and group size and use

Notes: ALL MEETING ROOM APPLICATIONS MUST BE SUBMITTED VIA THE ONLINE SCHEDULING SYSTEM. Paper applications will not be accepted. Meeting room fees vary according to the organization booking the room (see definitions in User Groups). Operational costs, liability insurance, janitorial, and security fees may also be applicable. Minimum rental is two hours. Hourly rates are not prorated for parts of an hour. A non-refundable application fee is due and payable at the time of application. All other applicable fees are due and payable in full at the time of schedule confirmation. Meeting room refunds are not available.

Date: October 16, 2017
 To: Library Commission
 From: Sean Reinhart, Director of Library and Community Services
 Subject: **Meeting Room Policy Discussion**

In preparation for the 21st Century Library opening in 2018, the Library Commission is conducting reviews of Library policies with the intention of updating or revising policies as needed for the new facility. As part of this process, the Library Commission has undertaken a review of the Library Meeting Room Policy. In multiple meetings during 2016 and 2017, the Library Commission has reviewed the meeting room policies and fee schedules of other nearby libraries. At the October 16, 2017 meeting, the Library Commission will provide staff direction and recommendations for changes to the Meeting Room Policy, with the goal of finalizing recommendations for Policy changes for adoption at the November Commission meeting. For discussion purposes, a summary comparison of library meeting room policies and fees is provided in the following pages.

COMPARISON OF LIBRARY MEETING ROOM POLICIES

	Hayward Current policy	Castro Valley Library	Fremont Main Library	Livermore Library	Oakland Main Library	San Leandro Library	San Lorenzo Library
<i>Fee Rates</i>	Free	Free	Free	See Fee Schedule	See Fee Schedule	See Fee Schedule	Free
<i>Who Keeps Fees</i>	General Fund	N/A	N/A	General Fund	General Fund	General Fund	N/A
<i>Room Capacity</i>	150	150	200	86	121	Varies	100
<i>Who can reserve?</i>	Non Profits/Governme nt Agencies	Non Profits/Governme nt Agencies	Non Profits/Governm ent Agencies	Various Groups	Various Groups	Various Groups	Non Profits
<i>Reservation Frequency</i>	Once a Month	Once a Month	Once a Month	Once a Month	Once a Month	2x a Month	Once a Month
<i>Hours Available</i>	Limited open hours	Open Hours & Limited After Hours	Open Hours	Open Hours & Limited After Hours	Open Hours	Open Hours & After	Open Hours & Limited After Hours
<i>Amenities</i>	Projector, Screen	Projector, Screen, TV	Screen/Podium	A/V Equipment See Fee Schedule	Screen/Podium	A/V –See Fee Chart	Projector/Scr een, TV
<i>Provides Room Setup</i>	Some	No	No	No	No	No	No
<i>Food Allowed</i>	Light Snacks	Light Snacks	Light Snacks	Yes	Yes	Only in large Community Rooms	Light Snacks

COMPARISON OF LIBRARY MEETING ROOM FEE SCHEDULES

Livermore Public Library Meeting Room Fee Schedule

Livermore Fee Exempt Groups: Livermore Public Library, City of Livermore, LARPD, Livermore School District, Las Positas College.

Livermore non-profit organizations with 50% resident membership:

- \$20/hour *
- \$100 per day** for less than 100 users
- \$150 per day for more than 100 users

Non-resident non-profit groups serving Livermore residents:

- \$25/hour
- \$125 per day for less than 100 users
- \$175 per day for more than 100 users

Commercial Groups

- \$30/hour
- \$150 per day for less than 100 users
- \$200 per day for more than 100 users

*Any portion of an hour is considered an hour

**A day is more than five hours

Meetings which begin during operating hours may continue after the Library is closed. Other hours available through special arrangement. There may be additional charges for equipment use, damage deposits, and library staff attendants if needed.

Equipment Usage Fees: Digital Projector \$25, Conference Phone \$25, Flip charts/dry erase \$15, Microphones \$10.

Civic Center Small Conference Room and Quiet Study Rooms are free and can be reserved up to seven days in advance for up to two hours per party. Contact the Information Services desk at 925-373-5505 to reserve one of these rooms.

City of San Leandro Meeting Room Fee Schedule

RENTAL FEES

Rental fees are determined by group eligibility and facility used. Operational costs, liability insurance, and security fees may also be applicable. Minimum rental is two hours. Hourly rates are not prorated for parts of an hour. **Resident rates will be charged to non-profit groups during peak weekend hours.**

**Decided to charge to be consistent with Recreation Parks system.

I. USER GROUPS

Users are classified into the following groups for the purpose of determining the applicable fees and charges.

Group Eligibility A: Programs administered by or for the City of San Leandro

Group Eligibility B: San Leandro non-profit organizations with ten or more members of whom at least 50% are San Leandro residents. (Non-profit fundraising events will be charged for actual operating costs, including staffing, utilities and security.)

Group Eligibility C: Non-San Leandro non-profit organizations which serve San Leandro residents. (Use of high-demand facilities will be limited to twice per year. Fundraising events will be charged for actual operating costs, including staffing, utilities and security.)

Group Eligibility D: San Leandro resident individuals or groups using the facility for private purposes.
 Group Eligibility E: Non-Resident individuals using the facility for private purposes.
 Group Eligibility F: San Leandro businesses with company facility located within the San Leandro City limits.
 Group Eligibility G: Non-San Leandro businesses, commercial groups, non-profit organizations, and all other non-resident groups

FACILITY	GROUP ELIGIBILITY						
	A	B	C	D	E	F	G
Trustees Room	N/A	N/A	N/A	\$50	\$75	\$75	\$85
Mary Brown Room							
Conference B or C							
Manor Program Room							
Lecture Hall,	N/A	N/A	N/A	\$100	\$120	\$120	\$140
Estudillo Room, or							
Karp Senior Meeting Facility							
Kitchen (flat rate)	N/A	N/A	N/A	\$75	\$85	\$95	\$110
Karp/Estudillo Combination	N/A	N/A	N/A	\$150	\$200	\$200	\$250

OTHER FEES:	(Fees are the same for all categories)
- Attendant on Duty	\$25/hr.
-Opening/Closing Fee (when needed)	\$25
-Liability Insurance	Fees determined for each use.
-San Leandro Police Dept. Security	Fee determined by current overtime rates for police
-Private Vendor Security	Fee determined by current hourly rates, nature of event,
-Utilities	Fee determined by average current hourly costs
-Meeting Room Damage Deposit	\$50 - \$250, depending upon room size
EQUIPMENT RENTAL:	
-Power Point Projector and Screen	\$50
-Conference phone	\$25
-DVD/VCR Player	\$25
-Overhead Projector and Screen	\$25
-Slide Projector and Screen	\$25
-17" TV/VCR Combo	\$25
-Extension cord	\$10
-Flip chart with paper and pens	\$25
-Flip chart w/o paper and pens	N/C
-Dry erase board with pens	\$5
- 50 to 100 cup Coffee Pot	\$10
-Wooden easel	N/C
-Piano	\$50

Cancellation Policy (Rooms)

- Full refund of deposit and fees if cancel more than 90 prior to event
- If cancel between 90 days and 30 days prior to event, forfeit full damage deposit
- If cancel between 30 days and 10 days prior to event, forfeit full damage deposit and one half of all fees collected
- If cancel less than 10 days prior to event, forfeit all deposits and fees collected

Oakland Public Library Meeting Room Fee Schedule

Meeting room fees vary according to the organization booking the room. Meeting room refunds are not available.

Group 1: Exempt from fees

- A nonprofit under IRS Code 501(c)(3) and open membership group that is co-sponsored by the Library Department.
- Any City of Oakland Department or governmental agency directly serving residents of Oakland, i.e., Alameda County, California, or US government agencies.
- A non-profit community group from the immediate neighborhood of the facility, whose purpose is the betterment of the community, such as Concerned Citizens of Brookfield Village or a Neighborhood Crime Prevention Council.
- An Oakland Unified School District school-affiliated parent or youth group such as the PTA.

Group 2: \$15.00 per hour

- An organized club or special interest group that has been granted IRS Code 501(c)(3, 4 or 6) non-profit status with open membership, such as the League of Women Voters, private schools or colleges. The group must have a formal organization with officers.

Group 3: \$30.00 per hour

- Other public or private civic, cultural, educational, charitable or political groups not previously mentioned.

****Meeting rooms vary in capacity size depending on library. Sizes are from 25 to 216.**

Date: November 13, 2017
 To: Library Commission
 From: Sean Reinhart, Director of Library and Community Services
 Subject: **Meeting Room Policies and Fees**

In preparation for the 21st Century Library opening in 2018, the Library Commission is conducting reviews of Library policies with the intention of updating or revising policies as needed for the new facility. As part of this process, the Library Commission has undertaken a review of the Library Meeting Room Policy. In multiple meetings during 2016 and 2017, the Library Commission has reviewed the meeting room policies and provided staff direction and recommendations for changes. A summary of the proposed new library meeting room policies and fees is provided in Table 1, followed by a detailed narrative describing the proposed new policy. The new policies are proposed to take effect when the new library facility opens.

TABLE 1. Summary Comparison of Current and Proposed Meeting Room Policies

	Current policy – Main Library	Proposed policy – 21st Century Library
Fee Rates	Free	See Fee Schedule
Who Keeps Fees	General Fund	General Fund
Room Capacity	100	Large room (whole) – 220 Large room (subdivided ½) - 100 Medium room – 40 Conference room – 10
Who can reserve?	Non Profits/Government Agencies	Various groups – see Fee Schedule
Hours Available	Limited open hours	Library open hours, some after hours available
Amenities	Projector/screen	Presentation AV, amplified audio, warming kitchen
Provides Room Setup	Some	No
Food Allowed	Light Snacks	Yes

Proposed Fee Schedules

Meeting room fees vary according to the organization booking the room. Operational costs, liability insurance, and security fees may also be applicable. Minimum rental is two hours. Hourly rates are not prorated for parts of an hour. Fees are due and payable in full at the time of schedule confirmation. Meeting room refunds are not available.

I. User Groups

Users are classified into the following groups for determining scheduling priority and the applicable fees and charges.

- A. City of Hayward departments or governmental agencies directly serving residents of Hayward, i.e., HUSD, HARD, County of Alameda, etc.
- B. Nonprofits under IRS Code 501(c)(3) and open membership group that are co-sponsored by the Library Department.
- C. Nonprofit groups under IRS Code 501(c)(3) based in and directly serving residents of Hayward, whose purpose is the betterment of the community.
- D. Other organized clubs or special interest group that have been granted IRS Code 501(c)(3, 4 or 6) nonprofit status with open membership, formal organization, and officers.
- E. Other public or private civic, cultural, educational, or charitable groups not previously mentioned above.
- F. Hayward businesses with company facilities located within the Hayward City limits.
- G. All other businesses, commercial groups, private functions and other groups not previously mentioned above

TABLE 2. PROPOSED RATES

ROOM USE FEES	RATES BY USER GROUP - all rates hourly						
FACILITY	A	B	C	D	E	F	G
Large Room (whole)	-	-	\$35	\$50	\$75	\$100	\$150
Large Room (subdivided ½)	-	-	\$20	\$35	\$50	\$75	\$100
Medium Room	-	-	\$20	\$35	\$50	\$75	\$100
Conference Room	-	-	\$10	\$20	\$30	\$50	\$75
Warming Kitchen (*flat rate)	-	-	-	\$50*	\$50*	\$100*	\$150*

OTHER FEES	RATES - all user groups
Attendant on Duty (when needed)	\$75/hr.
Opening/Closing Fee (when needed)	\$50
Liability Insurance	Fees determined for each use.
Hayward Police Dept. Security	Fee determined by current overtime rates for police personnel
Private Vendor Security	Fee determined by current hourly rates, nature of event, # of participants
Utilities	Fee determined by average current hourly costs
Meeting Room Damage Deposit	\$50 - \$1,000 depending upon room and group size

HAYWARD PUBLIC LIBRARY
Main Library & Weekes Branch Library

ATTACHMENT I
CURRENT POLICY
11/13/2017

Meeting Room Policy

It is the policy of the Hayward Public Library to allow organizations and groups use of the Library meeting rooms at the Main and Weekes Branch libraries when the facilities are not needed for activities that are implemented or sponsored in whole or in part by the Library, and when such use is not disruptive of the programs and activities of the Library. Such permission is revocable. Permission to use Library meeting rooms does not imply Library endorsement of the aims, policies, or activities of any group or organization.

The mission of the Library and Community Services Department is to preserve and enhance the quality of life for the Hayward community through neighborhood-oriented services, community-based problem solving, and information and resources that are relevant, accessible and responsive to the community. The Library believes that the provision of a safe and quiet environment is necessary to fulfill this purpose. Furthermore, the Library serves as an important educational facility for children and youth, and its rules must be applied in a manner that takes particular account of their safety and welfare, as well as the needs of other customers. Public use of a Library meeting room is not a primary purpose of the Library, and should not be allowed to interfere with Library services.

Eligibility and Allocations for Use of Library Meeting Rooms

1. Permission to use a Library meeting room may be granted to another City department, agency, or commission, and to public, private, and non-profit civic, cultural, intellectual, charitable, and educational groups and organizations. Any other group that is eligible shall be given last priority for its use.
2. In scheduling the use of its meeting rooms, the Library may grant priority first to Library related activities and organizations; second, to neighborhood and community groups; third, to children and young adult groups; and fourth, to non-profit groups and organizations.

Restrictions on Use of Meeting Rooms

3. The Meeting Room at the Main Library, 835 C Street, is available during the hours of 1:00 PM to 3:00 PM, on Fridays.
4. The John and Alice Pappas Legacy Room located at the Weekes Branch Library, 27300 Patrick Avenue, is available during Library hours.
5. All meetings of organizations held in Library meeting rooms shall be open to the public (excepting lawful executive sessions of governmental bodies) and recorded in the Meeting Room Schedule Calendar. The Meeting Room Schedule Calendar for the Main Library, located in the Administrative Office of the Library, and the John and Alice Pappas Legacy Room Schedule Calendar, located in the office of the librarian at the Weekes Branch Library, shall be a public record and available to public inspection.

HAYWARD PUBLIC LIBRARY**Main Library & Weekes Branch Library**

Meeting Room Policy / Page 2 of 3

6. The Library reserves the right to have one of its staff members attend any meeting held in its facilities (excepting lawful executive sessions of governmental bodies) to ensure no unlawful activities are occurring on Library premises.
7. The Library may impose reasonable conditions for the use of a meeting room to ensure that public or private property is not damaged through use of the facility, and to ensure that the comfort, convenience, safety, or welfare of the public is not disturbed. Unlawful activity shall not be permitted in the meeting room or on Library premises and such activity shall be a basis to deny future use of a Library meeting room by groups or individuals violating this policy.
8. Maximum occupancy of the Main Library meeting room is 100. If the room is divided by partition, maximum occupancy is 50 per room. Maximum occupancy of the John and Alice Pappas Legacy Room at the Weekes Branch Library is 107. If the room is divided by the partition, maximum occupancy for the northern portion of the room is 35; maximum occupancy for the southern portion of the room is 72.
9. Any apparatus, furniture or equipment moved into a meeting room must be approved by the Office of the Director of Library and Community Services, and must be removed promptly at the end of the meeting. The Library accepts no liability whatsoever for any property left on its premises.
10. Groups may serve light refreshments such as coffee, tea, and/or pastries. Responsibility rests with the group to provide all necessary equipment and clean up. Other food is not permitted. The use of alcohol is prohibited.
11. Those using a meeting room shall be responsible for setting up and restoring the area after each use. Tables, chairs, and a chalkboard are available for use. Applicant and group shall be responsible for any damage to equipment or property.
12. Smoking is not permitted in the Library or its meeting rooms, nor is it allowed on any City property, including the City-owned grounds surrounding the Library.
13. No outside group or organization using a Library meeting room shall charge an admission fee or engage in commercial activities for profit making purposes. Groups and organizations formed to support the programs and activities of the Library may use Library facilities for fundraising activities which further that support.
14. Applications for use of the Library meeting rooms will be accepted during the hours that the Library is open. Applications will be accepted from persons 18 years of age or older. Each application must specify the address of the applicant, the day and hours of the proposed use and the manner in which the room would be used. Permission to use the meeting room shall be obtained by filing the application prior to the scheduled meeting date. Applications shall be submitted to the Office of the Director of Library and Community Services and/or the Weekes Branch Library. All applications shall be public records and shall be available for inspection.

HAYWARD PUBLIC LIBRARY**Main Library & Weekes Branch Library**

Meeting Room Policy / Page 3 of 3

15. The Library reserves the right to deny any application, place reasonable conditions on meeting room use, or revoke any permission previously granted, if necessary to avoid interference with Library service or the needs of Library users afforded a higher priority under Section 2 of this policy. The Library further reserves the right to deny applications for use based on the availability of space, frequency of use, or requests for space by other groups and organizations.
16. ***The Main Library meeting room may be booked through the Administrative Office of the Library. The John and Alice Pappas Legacy Room at the Weekes Branch Library may be booked through the Weekes Branch Library during library hours.*** Requests for use of the rooms may be made no later than one month in advance of the date to be booked, and no sooner than two months in advance. Use is limited to once per month.
17. A request for reconsideration of denial of an application, or a modification of permission already granted, may be submitted by any person adversely affected, to the Office of the Director of Library and Community Services. The Director may overrule any decision, denying or modifying permission to use a Library meeting room. The Director shall render a decision in writing. A request for reconsideration of any decision of Library administration involving the use of the Library meeting room may be submitted by any person adversely affected to the Library Commission. All requests for reconsideration shall be set forth in writing the basis of the request and shall include a copy of the application. The Library Commission will consider the request and make a recommendation to the City Manager for a final decision.

Rev. 9/92

Rev. 3/95

Rev. 12/01

Rev. 10/06

Rev. 5/09

Rev. 6/10

City of Hayward Traffic Code

Fine and Bail Schedule

All fines not paid within legal time requirements will be assessed a penalty (total amount due will be the fine amount plus a penalty) (penalty equals double the fine amount plus an administration fee of \$18)

<u>Section</u>	<u>Offense</u>	<u>Bail</u>
<u>Uniform Fire Code</u>		
9.01.4	Parked in Fire Lane	\$218.50
<u>Chapter 4 Hayward Municipal Code</u>		
4-15.20(a)	Administrative Penalty associated with the Social Nuisance Ordinance	
	- 1st violation within a 12 month period:	\$750.00
	- 2nd violation within a 12 month period:	\$1,200.00
	- 3rd violation within a 12 month period:	\$2,500.00
	- Add'l violations within a 12 month period:	\$5,000.00
<u>Chapter 6</u>		
	Violation of any provision regulating TAXICABS is subject to Government Code section 36900:	
	- 1st violation within a 12 month period (infraction):	\$100.00
	- 2nd violation within a 12 month period (infraction):	\$200.00
	- 3rd violation within a 12 month period (infraction):	\$500.00
	- Add'l violations within a 12 month period (misdemeanor)	\$500.00
6-5.04(a)	Insurance	
6-5.04(b)	Taxicab Stands	
6-5.04(c)	Standing on Streets	
6-5.04(d)	Soliciting Passengers	
6-5.04(e)	Direct Route	
6-5.04(f)	Business License	
6-5.04(g)	Mechanical Condition	
6-5.04(h)	Exterior Condition	
6-5.04(i)	Complaint Procedure	
6-5.04(j)	Information to be posted in taxicabs	
6-5.04(k)	Excessive Charges	
6-5.04(l)	Sanitary Condition	
6-5.04(m)	Fire Extinguisher	
6-5.04(n)	Baggage	
6-5.04(o)	Refusal to Pay Fine	
6-5.04(p)	Refusal to Carry Passengers	
6-5.04(q)	Unlicensed Taxicabs	
6-5.04(r)	Taxicab Identification	
6-5.04(s)	Driver's License and Permit	
6-5.04(t)	Operation certificate and license	
6-5.04(u)	Waybills Required	
<u>Hayward Traffic Code</u>		
5.02	Obediance to Traffic Control Devices	\$297.50
6.01.1	No Parking - Red Curb Zone	\$75.00
6.01.2	Yellow Curb, Loading Zone	\$75.00
6.01.3	White Curb, Passenger Loading Zone	\$75.00
6.01.4	Green Curb Zone - Over Time Limit	\$75.00
6.01.5	Blue Curb, Disabled Persons Zone	\$337.50

6.05	Parking in Alley	\$75.00
6.06	Bus Zone	\$287.50
6.23	Municipal Lot/City Property Special Restrictions	\$75.00
6.23h	Disabled Persons Stall	\$337.50
6.24	Selling on Street/City Property	\$242.50
6.30	Over Time Limit	\$75.00
6.32	Commercial Vehicle, Over Posted Time Limit	\$129.50
6.33	Commercial Vehicle in Residential Area	\$129.50
6.35	Not Parked within Designated Space	\$75.00

<u>Section</u>	<u>Offense</u>	<u>Bail</u>
6.36(a)	Residential Permit Parking only	\$75.00
6.36(b)	BART Commuter Parking on Designated Streets	\$55.00
6.37	Driving Off Interstate Truck Route	\$75.00
6.38	Commercial Vehicle in Posted No Parking	\$129.50
6.39a	Parked off Pavement or Not Leading to Garage	\$107.50
8.10	Double Parked	\$75.00
8.11	No Parking in Parkways	\$75.00
8.12	Parked on Street over 72 Hours	\$75.00
8.13	Parking on Street for Sale or Repairs	\$107.50
8.14	Private Property Parking	\$107.50
8.15	Disabled Persons Stall, Private Property	\$337.50
8.17	Narrow Street Posted No Parking	\$75.00
8.18	Parked on Hill, Wheels not Curbed	\$75.00
8.20.3	Posted No Parking	\$75.00
8.20.4	No parking - Street Sweeping Zone	\$75.00
8.21	Not 18", not Parallel to Left Side One Way	\$75.00
8.22	Parked at Angle	\$75.00
8.30	Temporary No Parking Area	\$75.00
8.39	Leaving Attended Parking Lot without Paying	\$75.00
8.50	Blocking Crosswalk	\$75.00

California Vehicle Code

21113a	Violate Restriction on School Grounds, etc.	\$75.00
22500a	No Parking in an Intersection	\$75.00
22500b	Parked Across Crosswalk	\$75.00
22500d	Parking W/I 15' of Fire Station Driveway	\$75.00
22500e	Parked Blocking Driveway	\$75.00
22500f	Parked on Sidewalk	\$75.00
22500g	Parked Adjacent To or Opposite Street Excavation	\$75.00
22500h	Double Parked	\$75.00
22500i	Bus Passenger Loading Zone w/Red Curb	\$287.50
22500j	No Parking in Tunnel or Tube	\$75.00
22500k	No Parking on a Bridge	\$75.00
22502a	Parked Wrong Side of Road/over 18" from Curb	\$75.00
22507.8a	Disabled Parking Space	\$340.50
22507.8c	Disabled Access Area	\$340.50
22507b	Disabled Parking - Obstruct or Block Access	\$340.50
22513	Tow Truck on Freeway	\$75.00
22514	Park w/in 15' of Fire Hydrant	\$75.00
22515	Unattended Vehicle with Motor Running	\$75.00
22516	Locked Vehicle Person Inside Can't Escape	\$113.50
22521	Parking on or w/in 7.5' of Railroad Track	\$75.00
22522	Block Sidewalk Ramp for Disabled Painted Red	\$340.50
22523a	Vehicle Abandoned on Highway or Street	\$460.50
22523b	Vehicle Abandoned on Private Property	\$460.50
25300e	Warning Device Parked Vehicle	\$75.00
26708	Tinted windshield	\$75.00

		Attachment XI
26710	Defective windshield	\$75.00
27155	No gas cap	\$75.00
27465b	Bald tire	\$75.00
4000a	No evidence of current registration	\$75.00
40226	Dismissal of Handicap Citation	\$75.00
4462b	Display false tab	\$75.00
5200	No plate	\$75.00
5204a	Expired tags	\$75.00



Proposed Master Fee Schedule Fiscal Year 2019

Director of Finance: Dustin Claussen

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Introduction

The Master Fee Schedule Resolution reports fees for services that are provided to our citizens. Fees that do not recover the full cost of providing the service result in a subsidy which shift funds away from the critical, high priority needs of job creation, public safety initiatives, utility services, and neighborhood programs.

Before a fee increase was considered the Department responsible for the service demonstrated that the services are being provided as efficiently and effectively as possible. There are a minimal number of fees that were considered for an increase in this year's amendment. For these fees, each respective department demonstrated that services are provided in a best practices manner, and that all reasonable opportunities for savings have been exhausted. As a result of this critical analysis, only fees for new programs or services have been added. Additionally, other fees have been lowered, deleted, or to clarify actual fees charged for services.

Proposition 26 Review and Compliance

In November 2010, California voters approved Proposition 26, which amended Article's XIII A and XIII C of the state constitution regarding the adoption of fees and taxes. Proposition 26 seeks to assure that taxes, which must be approved by the voters, are not disguised as fees, which can be approved by legislative bodies, such as a city council. The proposed Master Fee Schedule (MFS) has been reviewed for compliance with Proposition 26, and in the City Attorney's opinion, the MFS is compliant.

All City Departments

- A. ADMINISTRATIVE CITATIONS** – Authorized by Hayward Municipal Code (HMC) Article 7 - Administrative Citations have fines set pursuant to Government Code (GC) Section 53069 and 36900. Unless otherwise specified by Ordinance, Fee Schedule or Code, the fine amount for any violation of any section of the Municipal Code shall be:

1. First Violation	\$100.00
2. Second Violation	\$200.00
3. Third and Subsequent Violations	\$500.00

- B. ADMINISTRATIVE HEARING FEE** \$761.00

- C. CD-ROM or DVD** \$20.00 each

- D. DISHONORED OR RETURNED PAYMENT FROM BANK OR CREDIT CARD**

1. <u>If paid within 30 days of notification</u>	\$25.00 + check amount
2. <u>If paid after 30 days of notification, subject to forgiveness of all or a portion of the fee by the Director of Finance.</u>	As authorized by California Civil Code 1719, but not less than \$25.00

- E. GROSS HOUSEHOLD INCOME**

The State of California annually publishes an Official State Income Limits guideline for each county. This document is available through the California Department of Housing and Community Development website at <http://housing.hcd.ca.gov>. Municipal programs offering income based discounts will use the 'Alameda County - Very Low Income' figures to determine eligibility.

- F. LATE AND DELINQUENT PAYMENTS**

Unless specifically provided otherwise, the manner of payment, delinquency status, and assessment and collection of penalties for delinquent payment of the fees imposed or reflected by this master fee schedule shall be as follows:

DAILY FEE: Due on its effective date and delinquent at 5:00 PM on due date.

MONTHLY FEE: Due on the first day of each month for which licenses, permits, fees are sought and delinquent at 5:00 PM on the tenth day of the month.

QUARTERLY FEE: Due on the first day of the yearly quarter period and delinquent at 5:00 PM on the tenth day of the first month in which the quarterly fee is due.

ANNUAL FEES: Due on the first day of the established annual period and delinquent at 5:00 PM on the tenth day of the first month in which the annual fee is due.

A late payment fee of \$5.00 per month shall be applied to all accounts paid after the established due date.

The delinquent account(s) shall be assessed an interest charge of one percent (1%) per month of the unpaid delinquent balance and related interest charge. The interest charge shall be applied to all accounts delinquent for any calendar month or portion of such month, and shall not be prorated.

If the delinquent payment is paid within 30 days of notification, the interest fee may be subject to forgiveness based on hardship. The Director of Finance shall review and document all interest fees not collected.

G. PHOTOCOPYING OF FILE MATERIALS:

- | | |
|---|--|
| 1. <u>Black and White Copy</u> - 8½ x 11 inches or 8½ x 14 inches | \$0.50 per page
for first
ten (10) pages of
each document

\$0.10 each
additional page
of same
document |
| 2. <u>Black and White Copy</u> – 11 inches x 17 inches | \$1.00 per page
for first ten (10)
pages of each
document

\$0.20 per page
each additional
page of same
document |
| 3. <u>Color Copy</u> - 8½ x 11 inches or 8½ x 14 inches | \$0.75 per page |
| 4. <u>Color Copy</u> – 11 inches x 17 inches | \$1.50 per page |

H. RESEARCH OR ANALYSIS OF RECORDS (involving more than 15 minutes) \$76.00 per hour
(minimum charge \$20.00)

I. SMOKING ORDINANCE

- | | |
|--|-----------------------|
| 1. Smokers Violating the Ordinance | \$50.00 per violation |
| 2. Fines for businesses that fail to enforce the smoking ordinance | |
| (1) First Offense | \$1,000.00 |
| (2) Second Offense | \$1,500.00 |
| (3) Third Offense | \$2,000.00 |

J. TOBACCO ORDINANCE**1. Offense Fees**

(1) First Offense

\$1,500.00
penalty/30 day TRL
suspension

(2) Second Offense

\$3,000.00
penalty/30 day TRL
suspension

(3) Third Offense

\$5,000.00
penalty/30 day TRL
suspension or
revocation

2. Reinspection Fee

\$117 per visit

City Clerk**A. GENERAL SCHEDULE OF CHARGES**

1.	Certification of Documents	\$ 13.00	for first page
		\$ 7.00	each succeeding pages
2.	Certificate of Residency	\$ 15.00	per issuance
3.	Photocopying of Public Records		
a.	Black and White Copy	\$ 0.50	per page for the first ten pages
	8½ x 11 inches or 8½ x 14 inches	\$ 0.10	per page for each additional page of same document
b.	Black and White Copy	\$ 1.00	per page for the first ten pages
	11 inches x 17 inches	\$ 0.20	per page for each additional page of same document
c.	Color Copy	\$ 0.75	per page
	8½ x 11 inches or 8½ x 14 inches		
d.	Color Copy	\$ 1.50	per page
	11 inches x 17 inches		
e.	Photocopying of FPPC Forms/Statements GC 81008	\$ 0.10	per page
4.	Reproduction of DVD of Meetings	\$ 20.00	per DVD
a.	City Council		
b.	Planning Commission		
5.	Publication of "Notice of Intent to Circulate a Petition for Municipal Initiative" (refundable if a sufficient petition is filed within one year) EC 9202 (b)	\$ 200.00	
6.	Candidate Statement (Election Year)		
a.	Publication cost of the candidate's statement in the sample ballot pamphlet set by Alameda County Registrar of Voters		Cost of printing and handling.
7.	Notary Service G.C. 8211 and 8223	\$ 15.00	per signature

8.	Passport Service		
a.	Passport Fee	\$ 110.00	(age 16 and over);
	set by and payable to US Department of State	\$ 80.00	(under 16)
			(note: additional \$60 for expedited service)
b.	Passport Execution Fee	\$ 35.00	
	set by US Department of State, payable to City of Hayward		
c.	Express Mail from City of Hayward to US Department of State	\$ 24.70	
	set by USPS, payable to City of Hayward		
d.	Express Mail from State to Customer	\$ 15.89	
	set by and payable to US Department of State		
e.	Passport Photo	\$ 7.50	

City Manager

A. ADMINISTRATIVE SERVICES

1. Economic Development Committee Agenda	\$ 4.00 per year
2. Economic Development Committee Minutes	\$ 4.00 per year
3. Economic Profile or Plan	\$ 5.00 each
4. Community Services Commission Agenda	\$ 15.00 per year
5. Community Services Commission Minutes	\$ 15.00 per year
6 . Annual Bonds Issue Fees	1/8 of 1% of bond amount
7. Low Income Mortgage Credit	2% of first year's credit payable as part of State Fee

B. ECONOMIC DEVELOPMENT

Hayward Film Permit

1. Film Permit applications	\$ 125.00 per day
2. Expedited Film Permit (3-5 days)	\$ 250.00 (excludes larger productions)
3. Film Permit (TV series, movies, feature films, pilots)	\$ 175.00 per day
4. Minor Encroachment Permit (filming) – excluding work to be performed by Public Works, i.e. no traffic control plan provided, just review	\$ 834.00 flat fee
5. Major Encroachment Permit (filming) – includes work from Public Works, - traffic control plan	\$ 1,507.00 flat fee
6. Police clearance (filing)	\$ 105.00 hourly
7. Fire Permit (filming)	\$ 100.00 flat fee (does not include cost if presence is required at event)
8. Filming on City Property/ Facilities/Hangars (varies) Airport Property and Hangars- filming and photography requests will be authorized at the discretion of the Airport Manager provided that the requested activity will in no way interfere with the safe, orderly and uninterrupted use of Airport facilities by Airport users or portrays the Airport in a negative manner.	\$ 1,500.00 Daily fee (extra labor, security, engineering or comparable cost are not included)
9. Filming at City Hall	\$ 575.00 Daily fee (does not include cost of guard, janitorial and insurance).

C. RENT STABILIZATION ADMINISTRATION

- | | |
|---|--------|
| 1. Annual Fee per Residential Dwelling Unit | \$3.59 |
| 2. Annual Fee per Mobile Home Space | \$1.62 |

The fees set forth herein shall be payable immediately and shall be delinquent if not received by the Rent Review Office on or before 5 p.m., October 2, 2018 for Residential and Mobile home.

Development Services Department

A. Building Permit Fees

BUILDING PERMIT FEES CALCULATED BY VALUATION

This includes all new buildings, facilities, additions, tenant improvements and residential remodels

- Valuation is defined as the fair market value of materials and labor for the work.
- Valuation shall be the higher of the stated valuation or the figure from the current International Code Council valuation table below.
- The current ICC Valuation data table below is adjusted with a regional construction cost modifier for the San Francisco Bay Area of 16%*.
**Source: The local modifier is 1.16 times the cost per square foot as published in the Building Standards Journal, April 2002 edition.*
- The valuation for tenant improvements, residential remodels or other projects that do not involve new square footage, shall be a minimum of **60%** of the cost per square foot in the valuation table below.

Construction Type and Minimum Cost Per Square Foot

International Building Code Group

**Building Division staff will help determine the valuation for occupancies or construction types not listed in this table.*

	IIA	IIB	IIIA	IIIB	VA	VB
A-1 Assembly, theaters, with stage	250.68	240.19	225.83	219.32	206.42	198.60
A-1 Assembly, theaters, without stage	228.45	217.96	203.72	197.21	184.31	176.49
A-2 Assembly, restaurants, bars, banquet halls	192.64	186.17	173.98	170.26	157.39	153.11
A-3 Assembly, churches	230.86	220.38	206.42	199.91	187.02	179.20
A-3 Assembly, general, community halls, libraries	189.02	179.70	164.41	159.06	145.00	138.34
A-4 Assembly, arenas	226.13	216.80	201.40	196.05	181.99	175.33
B Business	197.57	187.78	171.16	164.72	150.21	143.56
E Educational	208.97	199.66	186.44	176.96	162.93	157.97
F-1 Factory and industrial, moderate hazard	113.48	109.24	97.87	93.45	80.62	75.91
F-2 Factory and industrial, low hazard	113.48	108.08	97.87	92.29	80.62	74.75
H-1 High Hazard, explosives	106.56	101.15	91.18	85.60	73.93	N/A
H-2 H-3 H-4 High Hazard	106.56	101.15	91.18	85.60	73.93	68.06
H-5 (HPM) semiconductor fabrication	197.57	187.78	171.16	164.72	150.21	143.56
I-1 Institutional, supervised environment	198.33	188.77	174.64	169.92	156.62	151.64
I-2 Institutional, hospitals	343.28	333.50	315.69	N/A	294.74	N/A
I-2 Institutional, nursing homes	233.15	223.37	207.90	N/A	186.95	N/A
I-4 Institutional, day care facilities	198.33	188.77	174.64	169.92	156.62	151.64
M Mercantile	141.28	134.80	123.37	119.65	106.78	102.50
R-1 Residential, hotels	200.16	190.60	176.76	172.04	158.75	153.76
R-2 Residential, multiple family	165.67	156.11	142.97	138.25	124.96	119.97
R-3 Residential, one- and two-family	158.35	154.08	148.42	144.55	138.89	130.68
R-4 Residential, care	198.33	188.77	174.64	169.92	156.62	151.64
S-1 Storage, moderate hazard	104.24	99.99	88.86	84.44	71.61	66.90
S-2 Storage, low hazard	104.24	98.83	88.86	83.28	71.61	65.74
U Utility, miscellaneous	80.09	76.01	68.70	64.16	54.32	51.77

BUILDING PERMIT FEES CALCULATED BY VALUATION

This includes all new buildings, facilities, additions, tenant improvements and residential remodels

**All sub-permits (plumbing, mechanical and electrical) are included in the plan check and inspection fees for valuation based projects.*

- Once the valuation for the project is established, use the table below to determine the Building Inspection Fee. Several other fees are based on the Building Inspection Fee and this is outlined on the next page.

TOTAL VALUATION (Materials and Labor)	BUILDING INSPECTION FEE
\$1 to \$500	\$29.77
\$501 to \$2000	\$29.77 for the first \$500 plus \$3.87 for each additional \$100 or fraction thereof, to and including \$2000
\$2,001 to \$25,000	\$87.82 for the first \$2000 plus \$17.74 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$495.68 for the first \$25,000 plus \$12.80 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$815.70 for the first \$50,000 plus \$8.87 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1259.15 for the first \$100,000 plus \$7.09 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4097.18 for the first \$500,000 plus \$6.02 for each additional \$1000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7109.14 for the first \$1,000,000 plus \$4.00 for each additional \$1000 or fraction thereof

BUILDING PERMIT FEES CALCULATED BY VALUATION***This includes all new buildings, facilities, additions, tenant improvements and residential remodels.****All sub-permits (plumbing, mechanical and electrical) are included in the plan check and inspection fees for valuation based projects.***INSPECTION FEES*****Fire re-inspection fees are \$387***Hazardous Materials Inspection Fees vary on complexity of project (see Hazardous Materials comments below in Plan Review Fee Section for examples and contacts for estimates.)*

BUILDING INSPECTION FEE	<i>Based from Fee Table</i>	\$ _____
**FIRE INSPECTION FEE	<i>Flat Rate</i>	\$221
*HAZ-MAT INSPECTION FEE	<i>Minimum</i>	\$330/inspection
PLANNING + LANDSCAPE INSPECTION FEE	<i>Flat Rate</i>	\$212

PLAN REVIEW FEES*The Building Plan Check Fee applies to all permits. Other review fees will be applied based on the specific scope of work.***Hazardous Materials Review and Inspection fees generally range from \$1,319 for small projects, such as cellular communication sites to \$3,969 for larger or more complex projects, such as those that may have H-Occupancies. Please contact the Hayward Fire Department at (510) 583-4900 for an estimate for your specific project.***BUILDING INSPECTION FEE x 1.0 = BUILDING PLAN CHECK FEE:** \$ _____*Plan Check fees for master plans shall be 1.25 x the BUILDING INSPECTION FEE***BUILDING INSPECTION FEE x .35 = PLANNING REVIEW FEE:** \$ _____**BUILDING INSPECTION FEE x .35 = FIRE REVIEW FEE:** \$ _____***HAZ-MAT REVIEW FEE** *Minimum* \$165/hour**SOLID WASTE REVIEW FEE** *Flat Rate* \$80**PLOT PLAN REVIEW FEE** *Flat Rate per Plot* \$491*This only applies to production homes.***FIRE PLOT PLAN REVIEW FEE** *Flat Rate per Plot* \$110*This only applies to production homes.***ADMINISTRATIVE FEES***Administrative fees apply to all permits. This includes the individual permits not calculated by valuation on the following pages.***BUILDING INSPECTION FEE x .10= TECHNOLOGY FEE:** \$ _____**BUILDING INSPECTION FEE x .16 = POLICY PLANNING FEE:** \$ _____**PERMIT ISSUANCE FEE (Flat Rate Applies to All Permits)** \$147SMIP FEE RESIDENTIAL:
.00013% OF VALUATIONSMIP FEE COMMERCIAL:
.00028% OF VALUATIONCA BUILDING STANDARDS FEE:
\$1.00 (Valuation \$1-25k)
\$2.00 (Valuation \$25-50k)
\$3.00 (Valuation \$50-75k)
\$4.00 (Valuation \$75-100k)
Add \$1 per every 25k over 100kSMIP: \$ _____
CA BLDG. STANDARDS FEE \$ _____**BUILDING PERMIT FEE:** \$ _____*The Building Permit Fee is defined as the sum of the plan check, inspection, and administrative fees. Some projects will also have impact fees which are calculated separately.*

FLAT RATE PERMIT FEES

These items will also have administrative fees added to the permit. In some cases, hourly plan review fees will also be required. Attachment XII

Miscellaneous Permit Fees – Not Calculated by Valuation

	Unit	Fee
1. Standard Hourly Rate (or fraction thereof) for Plan Check and Inspections	hourly	\$147/hour
a. Overtime Rate for Plan Check or Inspection Services	hourly	\$220.50
2. Revision (permit issuance fee and hourly plan check will also be charged)	hourly	\$147
3. Permit Issuance Fee (applies to all permits)	each	\$147
4. Miscellaneous Items (for items that do not have a set fee)	each	\$147
5. Plot Plan Review		
a. Planning Division Plot Plan Review	each plot	\$441
b. Building Division Plot Plan Review and processing	each plot	\$294
6. Address Assignment		
a. Single Address or First in a Series	each	\$220.50
b. Accessory Dwelling Unit Address	each	\$73.50
		Inspection Fee
7. Demolition		
a. Commercial/Residential demolition up to 3,000 square feet	0-3000 sf	\$294
b. Each additional 3,000 square feet	each	\$147
8. Equipment Installation	first piece	\$294
a. Additional Equipment at Same Site	each	\$147
b. Equipment Pad	each	\$220.50
9. Voluntary Residential Seismic Retrofit Using "Plan Set A" Only applies to single family homes with a crawlspace less than or equal to 4 feet high.	each	\$147 Flat Rate - no admin fees
10. Damaged Building Survey Fire, flood, vehicle or similar damage		\$588
11. Patio Covers		
a. Patio Cover (requires drawings and hourly plan check)	each	\$294
b. Enclosed Patio (requires drawings and hourly plan check)	each	\$588
12. Photovoltaic Systems		
a. Residential (for systems that are not flush mounted, hourly plan check fees apply)	each system	\$300 Flat Rate – no admin fees
b. Commercial, up to 50 kilowatts (hourly plan check fees apply)	each system	\$1,000
c. Commercial, each additional kilowatt 51kw-250kw (hourly plan check fees apply)	each kw	\$7
d. Commercial, each additional kilowatt over 250kw (hourly plan check fees apply)	each kw	\$5
13. Residential Package Permits		
a. Tub / Shower Enclosure (includes trades)		\$147
b. Remodel- Complete Bathroom (includes trades)		\$220.50
c. Remodel- Kitchen (includes trades)		\$441
14. Storage Racks		
a. Up to 100 linear feet	first 100 lf	\$441
b. Each additional 100 linear feet	each 100 lf	\$147

FLAT RATE PERMIT FEES

Attachment XII

These items will also have administrative fees added to the permit. In some cases, hourly plan review fees will also be required.

<u>Plumbing Mechanical & Electrical Fees – Not Calculated by Valuation</u>	<u>Unit</u>	<u>Inspection Fee</u>
15. Plumbing Permits – Residential (single-family and duplexes)		
a. Water Heater	each	\$73.50
b. Fixtures – covers 2 Inspections for any type or number of fixtures	2 site visits	\$147
c. Water Service Repair / Replacement	each	\$73.50
d. Water Pipe (Repair or Replacement)	each	\$147
e. Sewer on private property or Cleanout Installation	each	\$147
f. Sewer Ejector System	each	\$147
g. Solar Water Heating System - <i>Hourly plan check fees may apply for systems that are not flush mounted or have other structural issues.</i>	each	\$147
h. Residential Gas Piping		\$147
i. Residential Gas Test or Meter Reset	each	\$147
16. Plumbing Permits – Commercial + Multi-Family		
a. Water Heater (Repair or Replacement)	each	\$147
b. Water Service (Repair or Replacement)	each	\$147
c. Sewer Ejector System	each	\$147
d. Industrial / Commercial Process Piping System	Each 100 linear feet or fraction thereof	\$147/ 100 feet
e. Gas Piping	Each 100 linear feet or fraction thereof	\$147/ 100 feet
f. Gas Test / Meter Reset	each	\$147
g. Sewer on private property or Cleanout Installation	each	\$147
h. Grease Trap	each	\$147
i. Grease Interceptor	each	\$147
j. Vacuum Breaker, Backflow Preventer or Pressure Regulator	each	\$147
17. Mechanical Permits – Residential (single-family and duplexes)		
a. Heating and/or Cooling Equipment (including ducts)	each	\$147
b. Wall Furnace	each	\$147
c. Kitchen Hood and Bathroom Vents	each	\$73.50
18. Mechanical Permits – Commercial + Multi-Family		
<i>*For units over 400 pounds or for replacements that are not in the same location, hourly plan review fees apply.</i>		
a. *HVAC unit (includes all associated sub-permits)	each	\$220.50
b. *Air Handler Unit	each	\$147
c. Vent System	each	\$147
d. Exhaust Hood Replacement (additional hourly plan check may apply)	each	\$147
19. Electrical Permits – Residential (single-family and duplexes)		
a. General Electrical Permit - Residential (rough and final)	each	\$220.50
b. Residential E.V. charger	each	\$73.50
c. Service Upgrade -- Residential	each	\$73.50
d. Meter Reset	each	\$73.50
e. Temporary Power Installation	each	\$147
f. Minor Residential Electrical Permit (final only- no rough)	each	\$147

FLAT RATE PERMIT FEES

Attachment XII

These items will also have administrative fees added to the permit. In some cases, hourly plan review fees will also be required.

20. Electrical Permits – Commercial + Multi-Family**Inspection Fee**

a. General Electrical Permit – <i>Commercial + Multi-Family</i> (rough and final)	each	\$441
b. Commercial E.V. charger (may require additional hourly plan review)	each	\$294
c. Commercial Service Upgrade	each	\$147
d. Commercial Meter Reset	each	\$73.50
e. Minor Commercial Electrical Permit (final only- no rough)	each	\$220.50
f. Signs (illuminated exterior signage)	each	\$147

Additional Services and Violations – Not Calculated by Valuation**Unit****Fee****21. Special Review Services**

a. Expedited Hourly Plan Review	hour	\$220.50/hour
b. Expedited Plan Review	each	200% of Plan Review Fee
c. Phased Approval Permits	each	\$588
d. Temporary Certificate of Occupancy	each	\$588
e. Alternate Materials and Methods Review	each	\$588

22. Copies, Re-Print + Change of Contractor

a. Printing Scanned / Archived Drawings	each	\$10 per sheet
b. Job Card / Permit Re-Print	each	\$73.50
c. Change of Contractor	each	\$147

23. Special Inspector Qualification Review

a. Initial Review for Approved Inspector List	each	\$588
b. Renewal Review (after 3 years)	each	\$294

24. Violation Fees

a. Investigation Fee for work done without Permits (in addition to the regular permit fees)	Each project	205% of the Building Permit Fee
b. Filing of Notice of Substandard or Hazardous Structure	hourly	\$147 per hour
c. Removal of Notice of Substandard or Hazardous Structure	hourly	\$147 per hour
d. Placards for Condemnation	hourly	\$147 per hour
e. Notice and Order	hourly	\$147 per hour
f. Stop Work Order / Red Tag	hourly	\$147 per hour

B. PLANNING

1. Pre-Application Meeting¹	No charge for 1st meeting.	Subsequent meetings** billed at \$328 per meeting
**Subsequent meetings related to same project/project site.		
2. Code Assistance Meeting¹	No Charge	
3. Review of Business License	\$	82 Per License
4. Annexation Proceedings Costs shall also include, but not be limited to, current annexation filing fees established by the Board of Equalization in manner provided by the State Government Code Section 54902.5.	\$	15,000 Time & Material; Initial Deposit ²
5. LAFCO Utility Service Agreement (Preparation and processing of documents in connection with utility service to property outside of the City limits)	\$	5,000 Time & Material; Initial Deposit ²
6. Environmental/Technical Analysis (Contract) Consultant	\$	5,000 Time & Material; Initial Deposit ²
7. General Plan Amendment¹	\$	12,000 Time & Material; Initial Deposit ²
8. Text Change to Zoning Ordinance¹	\$	12,000 Time & Material; Initial Deposit ²
9. Rezoning and Prezoning (Including New or Major Modification to a Planned Development)¹	\$	12,000 Time & Material; Initial Deposit ²
10. Rezoning (Planned Development Precise Plan or Preliminary Plan Minor Modification)	\$	6,000 Time & Material; Initial Deposit ²
11. Conditional Use Permit¹	\$	6,000 Time & Material; Initial Deposit ²
12. Administrative Use Permit¹		
a. Livestock	\$	500 Per Application
b. Food Vendors	\$	700 Per Application
c. Processed Administratively	\$	2,000 Time & Material; Initial Deposit ²
d. Involving Public Hearing	\$	6,000 Time & Material; Initial Deposit ²
13. Site Plan Review¹		

a. Processed Administratively	\$	2,000 Time & Material; Initial Deposit ²
b. Involving Public Hearing	\$	6,000 Time & Material; Initial Deposit ²
14. Variance/Warrants - Processed Administratively	\$	2,000 Time & Material; Initial Deposit ²
15. Variance/Warrants & Exceptions – Involving Public Hearing	\$	6,000 Time & Material; Initial Deposit ²
16. Modification of Approved Development Plan – Processed Administratively	\$	2,000 Time & Material; Initial Deposit ²
17. Modification of Approved Development Plan – Involving Public Hearing	\$	6,000 Time & Material; Initial Deposit ²
18. Extension of Approved Development Plan/Applications	\$	1,000 Time & Material; Initial Deposit ²
19. Designation of Historical or Architectural Significance¹	\$	6,000 Time & Material; Initial Deposit ²
20. Development Agreement		
a. Review of application, negotiation of agreements, processing through Planning Commission and City Council	\$	12,000 Time & Material; Initial Deposit ²
b. Amendment Processing	\$	6,000 Time & Material; Initial Deposit ²
c. Annual Review	\$	1,000 Time & Material; Initial Deposit ²
21. Written Verification of Zoning Designation or Similar Request	\$	500 Per Application
22. Research	\$	164 per hour after first 15 minutes
23. Zoning Conformance Permit		
a. Tier One: Apiaries, Unattended Collection Boxes	\$	210 Per Application
b. Tier Two: Household Pets (when required)	\$	53 Per Application
c. Tier Three: Accessory Dwelling Unit	\$	328 Per Unit
24. Sign Permits		
a. Sign Permit (one business)	\$	327

b. Sign Permit (each additional business – same application)	\$	327
c. Temporary Sign Permit (Banners, Flags, Streamers, Pennants, Bunting, Searchlights, Inflatable Signs, Human Signs)	\$	100 Fee Plus
	\$	200 Deposit*
*Temporary sign deposits to be refunded upon removal of signage		
d. Portable/A-Frame Signs	\$	50 Encroachment Permit
e. Mural Art	\$	50
Note: Revocable Encroachment Permit also applies to Human signs in the public right of way, see Engineering and Transportation section for applicable fee(s).		
25. Sign Program	\$	817
26. Appeal Fee for Applicant	\$	6,000 Time & Material; Initial Deposit ²
27. Appeal Fee Other Than Applicant	\$	400
28. Tentative Tract or Tentative Parcel Map		
a. Processed Administratively	\$	4,000 Time & Material; Initial Deposit ²
b. Involving Public Hearing	\$	6,000 Time & Material; Initial Deposit ²
29. Landscape Lighting Assessment District Benefit Zone Annexation & Formation	\$	15,000 Time & Material; Initial Deposit ² ; plus Consultant Fees
30. Lot Line Adjustment	\$	4,000 Time & Material; Initial Deposit ²
31. Certificate of Merger or Certificate of Compliance	\$	4,000 Time & Material; Initial Deposit ²
32. Security Gate Application	\$	1,635
33. Street Event Permit	\$	2,944
The Development Services Director or designee may reduce or waive this fee for certain events. (See <i>Fee Reduction, Waiver, and Sponsorship for Special Events Policy</i>)		
34. Tree Preservation		

a. Annual Pruning Certification	\$	817
b. Tree removal/pruning*	\$	490
*A Minor Encroachment Permit may also be required - see Engineering Services Section		
c. Investigation and Violation Fee for work done without Permits (in addition to the regular permit fees)		200% of Tree Permit Fee

35. Mobilehome Park Closure/Change of Use \$ 9,814

36. Inspections - Planning and Landscape

a. Code Enforcement Compliance Inspection Fee	\$	125
b. Landscape Inspection and/or re-inspection fee	\$	164 Per Hour

37. Policy Planning Fee 16% of Building Permit Fee

38. Park Dedication In Lieu Fees

a. Single-Family Detached	\$	11,953
b. Single-Family Attached	\$	11,395
c. Multi-Family (including accessory dwelling units)	\$	9,653

39. Affordable Housing Impact Fees

1. Residential Development Projects Ten Units or More
 - a. High-Density Condominiums (35 units per acre or more) \$15.00/Square Foot of Habitable Space*
 - b. All other Dwellings Unit Types \$18.18/Square Foot of Habitable Space*

*Note: Affordable housing in -lieu fees shall be paid either prior to issuance of a building permit or prior to

2. Residential Development Projects-Two to Nine Units

Projects of two to nine units shall pay the following

<u>Number of Units in the Project</u>	<u>Percentage of Calculated Fee</u>
2	50%
3	67%
4	75%
5	80%
6	83%
7	86%
8	88%
9	89%

3. Fractional Units

If an applicant provides on-site Affordable Units under Chapter 10, Article 17 of the Hayward Municipal Code
 Fractional Unit/Total Affordable Unit Requirement x Per Square Foot Fee x Total Habitable

4. Applications for Residential Development Projects of Two or More Units Deemed Complete as of November
 - a. Projects receiving all discretionary approvals by February 1, 2018: Affordable Housing Impact Fees
 - b. Projects not receiving all discretionary approvals by February 1, 2018: 50% of the Affordable

¹ It is recommended that major projects be reviewed at a Pre-Application Meeting prior to submittal of a Development Review Application. A Code Assistance Meeting is also recommended involving project design to allow professionals to address technical code questions.

2 This is an initial deposit only to cover staff labor hours and materials. The hourly rate may vary by department; the hourly rate of Planning staff is \$164. Materials being deducted from deposits may include costs associated with the distribution of required public noticing, such as legal ads and post cards; an overhead charge of \$0.10 per post card (in addition to applicable postage costs) will be applied to cover material and administrative costs. If during the review of the project the Planning Director estimates that the charges will exceed the deposit, additional deposit(s) will be required. Also, the Planning Director may authorize a lesser initial deposit than shown if he/she determines that processing of an application will not entail need for the full initial deposit. Prompt payments of deposits or outstanding fees owed in association with the application will assure continued staff review of the project. Any surplus deposit remaining shall be refunded promptly once no additional billing of staff hours is required following the completion of the development review process.

C. CODE ENFORCEMENT – COMMUNITY PRESERVATION PROGRAM**1. Request for Postponement of Inspection**

a. First Request	No Charge	
b. Second Request	No Charge	+ \$400 penalty
c. Third Request	No Charge	+ \$800 penalty
d. "No Show" for Inspection Appointment	\$ 392	+ \$1,600 penalty

2. Violation of Community Preservation, Sign, Vehicle, Weed Abatement, Building, Public Nuisance, Zoning Ordinances, and HMC Code violations

a. First Violation		
(1) Initial inspection	No Charge	
(2) Reinspection shows violation eliminated	No Charge	
(3) Reinspection shows violation still exists	\$ 626	+ \$400 penalty
(4) Second inspection violation still exists	\$ 626	+ \$800 penalty
(5) Third, Fourth, Fifth and Subsequent inspection shows violation still exists	\$ 626	+ \$1,600 penalty
b. Subsequent violation(s)		
(1) Initial inspection and notices	\$ 743	+ \$800 penalty
(2) Each subsequent inspection violation still exists	\$ 626	+ \$1,600 penalty
c. Abatement costs (per parcel)	\$ 1,325	plus contractor costs
d. Lien/Special Assessment (per parcel)	\$ 1,811	per parcel

3. Hearing Fee: (Administrative, Special Assessment, Administrative Citation, and Lien Hearings)

\$ 946 per Hearing

4. Egregious Violation(s) Penalties

On-going health and safety violations, public nuisances and illegal uses, including but not limited to: garage conversion, room additions, accessory structures, construction without permits, home occupation, use permits or site plan review, unpermitted uses related to environmental hazards.

a. Tier 1 for first verified violation(s)	\$ 1,500
b. Tier 2 for second verified violation(s)	\$ 3,000
c. Tier 3 for third and subsequent verified violation(s)	\$ 5,000

5. Tobacco Retailer License, Initial or Renewal Fee

	\$ 400	annual fee
a. First Offense	\$ 1,500	penalty/30-day TRL suspension
b. Second Offense	\$ 3,000	penalty/30-day TRL suspension
c. Third Offense	\$ 5,000	penalty/30-day TRL suspension
Resinspection Fee	\$ 117	Per visit

6. Cannabis Licensing Program, License Renewal, Inspection, Penalties Fees

		minimum one inspection per year (includes up to four HPD decoy fees/inspections annually).
a. Annual Commercial Cannabis Permit Fee:	\$ 15,000	
b. Program Fees:		
1) Initial Inspection, no violation found	\$ -	
2) Initial Inspection, violations found	\$ 5,000	
3) 2nd reinspection, no violations	\$ 500	reinspection fee
4) 2nd reinspection, violations found	\$ 10,000	+ \$500 reinspection fee
5) 3rd & subsequent reinspection, no violations	\$ 500	reinspection fee
6) 3rd & subsequent reinspection, violations found	\$ 15,000	+ \$500 reinspection fee
7) Subsequent Violations	\$ 10,000	+ \$500 reinspection fee
8) Subsequent reinspections, no violations found	\$ 500	reinspection fee
9) Subsequent reinspections, violations found	\$ 15,000	+ \$500 reinspection fee
10) Any required inspections after the initial inspection greater than three hours will be assessed an hourly code enforcement inspection fee of \$200/hr.		

c. Work Permit Application Fee

Initial Application Fee (Including, but not limited to, Fingerprints, Live Scan, and Badge)	\$	299
d. Renewal Fee w/o Live Scan	\$	160

7. Grading or Encroachment Permit

a. Code violation illegal project, penalty fee may be applied daily	\$	125
b. Code Enforcement Investigations fees, for permit not yet obtained	\$	2,000

8. Building Violation Fees

a. Investigation Fee for work done without Permits (in addition to the regular permit fees)	200% of Building Permit Fee	
b. Filing of Notice of Substandard or Hazardous Structure	\$	164 per hour
c. Removal of Notice Substandard or Hazardous Structure	\$	164 per hour
d. Placards for Condemnation	\$	164 per hour
e. Notice and Order	\$	164 per hour

D. CODE ENFORCEMENT - RENTAL HOUSING & HOTEL INSPECTION PROGRAM**1. Annual fee for rental housing, hotel or motel**

a. Single-family, duplex, triplex, or fourplex	\$	88
b. Five or more units	\$	22 Per Unit

2. First request for postponement of initial inspection or progress check**No Charge****3. Inspection, report and enforcement actions pursuant to HMC, Ch. 9, Art. 5, rental unit parcels**

a. Initial inspection, no violations found	Included in Annual Fee
b. Initial inspection, violations found	\$ 350
c. First Progress Check, violations corrected	No charge
d. First Progress Check, violations not corrected	\$ 350
e. Second Progress Check	\$ 350 + \$400 penalty
f. Third Progress Check	\$ 350 + \$800 penalty
g. Fourth and Subsequent Progress Check	\$ 350 + \$1,600 penalty

4. Initial Inspection or Progress Check, No Access or Re-schedule

a. First Site Visit	\$ 116 + \$400 penalty
b. Second Site Visit	\$ 116 + \$800 penalty
c. Third and Subsequent Site Visit	\$ 116 + \$1,600 penalty

5. Rent Control De-regulation Inspection pursuant to Ordinance No. 83-023 as amended.

a. Initial inspection/survey and One Re-inspection	\$ 700
b. Additional Re-inspections	\$ 350 per inspection

6. Lien/Special Assessment

\$ 1,811 per parcel

7. Administrative Hearing Fee

\$ 946

Engineering and Transportation Services

A. AIRPORT SERVICES

1 Monthly and Daily Fees for Aircraft Parking and Storage.

Aircraft Hangar Waiting List Application Refundable Deposit of \$100.00

a. Hangar Space	<u>Monthly Charges</u>
(1) Row "A" T-Hangars	\$266.00
(2) Standard T-Hangars	\$374.00
(3) Large T-Hangars	\$513.00
(4) Exec	\$890.00
(5) Executive I Hangars	\$1,231.00
(6) Executive II Hangars	\$1,343.00
b. Hangar Storage Rooms	
(1) Small	\$71.00
(2) Medium	\$99.00
(3) Large	\$191.00
(4) Extra Large	\$244.00
(5) Office Spaces	\$650.00
c. Tie Downs (Aircraft Gross Weight/Wing Span)	
(1) Single Engine 3,500 lb and Single Engine Helicopters	\$60.00
(2) Twin Engine 12,500 lb. less than 50 ft and Twin Engine Helicopters	\$75.00
(3) 12,501 - 25,000 lb. more than 50 ft	\$108.00
(4) 25,001 - 75,000 lb	\$161.00
(5) Excess of 75,000 lbs	\$216.00
d. Transient Overnight Tie Downs (Aircraft Gross Weight/Wing Span)	
First Four (4) Hours Free	
	<u>Daily Charge</u>
(1) Single Engine 3,500 lb. less than 40 ft	\$6.00
(2) Twin Engine 12,500 lb. less than 50 ft and all Helicopters	\$8.00
(3) 12,501 - 25,000 lb. more than 50 ft	\$12.00
(4) 25,001 - 75,000 lb	\$23.00
(5) Excess of 75,000 lbs	\$29.00
(6) Lighter-than air Airships	\$20.00

Effective July 1, 1997 a late charge of \$15.00 or 5% of the monthly rent per month, whichever is greater, shall be assessed if rent is not paid within ten

- e. (10) days of its due date (does not apply to daily rent).

Beginning July 1, 1999 and continuing every other year (biennially) on odd numbered years (e.g., July 2001, July 2003), all aircraft parking and storage charges, (excluding outside tiedowns), for the ensuing twenty-four (24) month period shall be adjusted proportionally upward seventy-five percent (75%) of the percentage increase in the All Urban Consumers Price Index (CPI) for the San Francisco-Oakland-San Jose area of the United States Department of Labor, Bureau of Labor Statistics, from December to two (2) years prior to December of the applicable year. The computed adjusted rates shall be rounded to the nearest dollar.

- f.
- g. Every four (4) years, staff will conduct a market analysis to ensure that hangar rents are consistent with the prevailing market rates. If analysis demonstrates that hangar rents require modification, such shall be accomplished during the next hangar adjustment period. Such rates shall be charged unless otherwise directed by Council.
- h. Effective July 1, 1997, if the service of a member firm of the California Association of Photocopies and Process Servers must be utilized, a \$50 fee shall be charged to the individual or business necessitating said process service.
- i. The City shall charge a fee equal to the sum of the following: Five cents for each gallon of petroleum products delivered during the previous calendar month from the Leased Premises, or an amount equal to a 3 percent of the gross receipts (including fuel and gasoline taxes for which Lessee sold fuel products during the previous calendar month on or from the Airport, whichever amount is greater.
- j. All month-to-month Airport leases shall include a security deposit equal to one month's rent.

2 Permits

	<u>Annual</u>
a. Airport Annual Business Permit	\$120.00
b. Taxiway Access Permit	\$786.00

3 Airport Land Values

Airport Land Value is on file in the Airport Administration Office and available for review.

4 Gate Access Cards

Initial Issue for Airport Tenants	Free
Initial Issue for non-direct Airport Tenants	\$35.00
Replacement	\$25.00

5 Hangar Padlock Keys			
Duplicate Key			\$5.00
Re-key Padlocks			\$35.00
6 Chocks and Chains Replacement			\$60.00
7 Landing Fee			
Commercial aircraft operations (shall include landings of all non-based general aviation aircraft that conduct air taxi, charter or cargo operations under FAR Part 121 or Part 135) based on maximum certificated gross landing weight:			
	Per Landing	Daily	Monthly
0 - 3,500 pounds	\$2	\$5	\$13
3,501 - 6,250 pounds	\$4	\$10	\$26
6,251 - 12,500 pounds	\$8	\$20	\$52
12,501 - 25,000 pounds	\$16	\$40	\$104
25,001 - 50,000 pounds	\$32	\$80	\$208
50,001 pounds and above	\$64	\$160	\$416
8 Hangar Exchange			
Administration Fee for Exchange between Tenants (each Tenant)			\$60.00
Administration Fee for Exchange into Vacant Hangar			\$60.00
9 Tie-Down Exchange			
Administration Fee to Exchange tie-down spaces			\$25.00
10 Vacated Hangar Cleanup			
Cleanup and disposal of items, minimum charge of 2 hours			\$150.00
Additional hours, hourly rate			\$75.00
11 Ramp Sweeping Services, hourly rate			\$90.00
12 Maintenance Staff Service Charge per hour			\$75.00 plus materials
13 Airport Administration Building Meeting Room			
Non-profit Aviation organization charging no fee to the public		No Charge	
For-profit Aviation organization charging a fee to the public		\$	200.00 /day
14 Airport Project Administration Fee			\$5,000

B. ENGINEERING SERVICES

1.	Publication		
	a. Standard Detail	\$	34.00
	b. "No Parking" Signs	\$	25.00
	c. Copy and print full size prints (24x36) first 10 pages (fee is per page)	\$	5.00
	d. Copy and print full size prints (24x36) 11+ pages (fee is per page)	\$	2.00
2.	Survey		
	a. Curb and gutter staking, up to 100 linear ft.	\$	851.00
	b. Curb and gutter staking: after 100 linear feet – each additional 50 linear feet	\$	372.00
	c. Grade calculations and cut sheets per location	\$	372.00
	d. Form checking: up to 100 linear feet	\$	761.00
	e. Form checking: after 100 linear feet – each additional 50 linear feet	\$	190.00
3.	Sidewalk Rehabilitation Program		
	a. Single Family Residential lots	\$	550.00
	b. Multi Family with 1 or 2 damaged locations	\$	550.00
	c. Additional locations	\$	550.00
4.	Major Street Improvement Plan Review	\$	2,520.00 (Deposit – T&M)
5.	Encroachment Permit Application - Minor Work	\$	327.00 Plus Public Works inspection fee
	a. Concrete		
	(1) Curb, gutter, and/or sidewalk (including driveway) first 100 linear feet	\$	425.00
	(2) Each additional 100 linear feet or fraction thereof	\$	425.00
	(3) Driveway, handicapped ramp, curb return	\$	309.00
	(4) Planter strip fill (each property)	\$	154.00
	b. Drainage		
	(1) Drainage system and appurtenance, first 100 linear feet	\$	541.00
	(2) Each additional 100 linear feet or fraction thereof	\$	425.00
	(3) Drainage tie-in to existing structures	\$	425.00
	(4) Non-standard structures (other than above)	\$	541.00
	(5) Manholes, vaults, area drains, storm water inlets, other standard structures	\$	541.00
	(6) Storm Water Interceptors	\$	541.00
	c. Street Work & Miscellaneous		
	(1) Street trenches or bores up to 100 linear feet	\$	425.00
	(2) Each additional 100 linear feet or fraction thereof	\$	309.00

(3) Street cuts, other, up to 100 square feet	\$	425.00
(4) Each additional 100 sq. feet or fraction thereof	\$	309.00
(5) Temporary placement of Debris Box or Storage Container within public right-of-way.	\$	270.00
(6) Sidewalk area obstruction fee, first week only	\$	579.00
a. Sidewalk area obstruction fee, each additional week or fraction thereof	\$	115.00
(7) Compaction tests - each test as required per hour		
(8) Temporary lane closure only (no construction), first week only	\$	309.00
a. Temporary lane closure only (no construction), each additional week or fraction thereof	\$	115.00
d. Monitoring well inspection and plan review		
(1) First well		
(a) Inspection	\$	425.00
(b) Plan Review	\$	534.00
(2) Each additional well within same general location		
(a) Inspection	\$	193.00
e. Utility Services – New or Repaired	\$	-
(1) Each new or replaced utility pole location, guy wire, etc	\$	309.00
(2) Each utility service connection in sidewalk or street (gas, electric, telephone, etc.)	\$	425.00
f. Sanitary Sewers		
(1) Sanitary Sewer Laterals		
(a) From main in street or easement to building up to 100 linear feet	\$	541.00
(b) Each additional 100 linear feet or fraction thereof	\$	309.00
(c) Add for monitoring structure if required	\$	541.00
(d) From existing stub at right-of-way to building up to 100 linear feet	\$	425.00
(e) Each additional 100 linear feet or fraction thereof	\$	309.00
(f) Each building sewer repair or replacement		
(i) In public right-of-way, complete	\$	541.00
(ii) In private property (no street evacuation)	\$	425.00
(2) Sanitary Sewer Building Court Mains		
(a) Each building court main when plan, profile and cut sheet are required, initial	\$	541.00
(b) Each additional 100 feet or fraction thereof	\$	309.00
(c) Each building court main when plan only is required for initial 100 feet or less	\$	483.00
(d) Each additional 100 feet or fraction thereof	\$	309.00
g. Additional Inspections	\$	270.00
For any public works encroachment permit on which an unreasonable number of inspections are required, an additional fee per inspection will be charged for each inspection over and above the number deemed reasonable by the City Engineer.		

h. Permit Amendment Fee (extensions for expired permit, additional permits not originally obtained, etc.)		\$ 147.00 (Per Occurrence)
6.	Encroachment Permit Application – Major Work (road closures, traffic control, more than 500 linear feet of work, etc.)	\$ 4,000 (Deposit – T&M)
7.	Development Plan Review	
	a. Parcel Map Application	\$ 2,000.00 (Deposit – T&M)
	b. Final Map Application	\$ 6,000.00 (Deposit – T&M)
	c. Grading Permit Application	\$ 4,000.00 (Deposit – T&M)
	d. Geologic Investigation and Report Peer Review	\$ 4,000.00 (Deposit – T&M)
8.	Penalties	
	Failure to comply with this notice will result in further enforcement action by the Code Enforcement Division including, but not limited to; additional permit, inspection and penalty fees, and/or other available legal remedies.	
	a. Public Works penalty for work in public right-of-way or grading without a permit	\$ 2,000.00
	b. Code violation illegal project, penalty fee may be applied daily	\$ 125.00
	c. Code Enforcement Investigation fees for permit not yet obtained	\$ 2,000.00

Finance

A. ASSESSMENT DISTRICT FEES

- | | | |
|----|---|------------------------------------|
| 1. | <u>Establishment Fee</u> (applicable to all districts petitioned or requested after September 9, 1988) | \$3,084.00 |
| 2. | <u>Annual Administration Fee</u> (applicable to all districts) | \$2,934.00 |
| 3. | <u>Bond Call Fee</u> (applicable to all districts) | \$302.00 |
| 4. | <u>Annual Adjustment</u> : The 3 fees listed above shall be adjusted annually. Each fee shall increase by the lesser of: (1) 5% or (2) the percentage of increase, if any, in the San Francisco Bay Area Consumer Price Index (CPI-U) or (3) the City's actual incremental cost. When the 3 fees are so adjusted, the adjusted fees shall become the new base. The CPI for the San Francisco Bay Area in effect at the time of each annual updating of the Master Fee Resolution shall be used in determining each set of annual adjustments. | Calculated
Adjustment |
| 5. | <u>Irrevocability of the Establishment Fee</u> : Whether or not a proposed local improvement district becomes legally established, the Establishment Fee applies as the City's charge for initiating the transaction. | Same as
amount paid
in A (1) |
| 6. | <u>Special Assessment Inquiries</u> | \$26.00 each |
| 7. | <u>Secondary Disclosure Reporting</u> | \$256.00/
District |

B. OPERATING PERMITS

- | | | |
|----|---|----------------------|
| 1. | <u>Bingo Permit</u> (Reference HMC 4-3) | |
| a. | Initial or renewal Fee | \$28.00 |
| 2. | <u>Card Club Permit</u> (Reference HMC 4-3) | |
| a. | Application Fee | \$94.00 |
| b. | Annual Table Fee | \$8,693.00 per table |
| 3. | <u>Closeout Sale Permit</u> (Reference HMC 6-4) | |
| a. | Initial Fee | \$24.00 |
| b. | Renewal | \$24.00 |
| 4. | <u>Cabarets and Dance Licenses and Permits</u> (Reference HMC 6-2) | |
| a. | Annual License (payable quarterly in advance) | \$315.00 per year |
| b. | Single Event Permit | \$105.00 |
| 5. | <u>Preferential Parking Permit</u> (Reference Hayward Traffic Regulations Section 3.95 and Hayward Traffic Code 6.36) | |
| a. | Initial Fee and Biennial Renewal Fee (for up to two residential or visitor permits) | \$47.00 |
| b. | Each additional residential permit | \$23.00 |
| c. | Each additional visitor permit | \$23.00 |
| d. | Permit Replacement fee | \$23.00 |
| 6. | <u>Peep Show Permit</u> (Reference HMC 6-9) | |
| a. | Peep Show Device | Time & Material |
| b. | Investigation Fee | Time & Material |
| 7. | <u>Tobacco Retailer License</u> (Reference HMC 10-1.2780) | |
| a. | Initial or renewal Fee | \$400.00 |

C. MISCELLANEOUS FEES

- | | | |
|----|--|-------------------------|
| 1. | Monthly Listing of New Hayward Based Businesses | \$15.00 per month |
| 2. | Business Verification/Ownership Research | \$23.00 per business |
| 3. | Parking Tax Offset Fee | \$2.50 |
| 4. | Online Credit/Debit Card Payment Transaction Fee | \$3.95 per transaction |
| 5. | Business License Application Fee | \$25.00 per application |
| 6. | Business License Technology Fee | \$10.00 per business |
| 8. | Customer Initiated Chargeback Fee | \$25.00 per chargeback |

Fire Department

A. FIRE PREVENTION

Standard Hourly Rate		\$221.00
OVERTIME (AFTERHOUR INSPECTION)	per hour	\$331.00
Expedited Plan Review (2 hour minimum)	per hour	\$331.00

New Fire Sprinkler Systems PLUS Hydraulic Calculation Fee* (See Below)

1-29 Heads	per floor or system	\$1,548.00
30-100 Heads	per floor or system	\$1,880.00
101-200 Heads	per floor or system	\$2,101.00
201-350 Heads	per floor or system	\$2,433.00
351+ Heads	per floor or system	\$2,986.00

Fire Sprinkler —Tenant Improvements (PLUS Hydraulic Calculation Fee*, if applicable)

LESS THAN 30 HEADS W/ NO HYDRO - Minor plan check required-only one inspection		\$663.00
LESS THAN 30 HEADS WITH HYDRO - Minor plan check required-only one inspection		\$885.00
Minor plan check required-only one inspection		
30-100 Heads	per floor or system	\$1,659.00
101-200 Heads	per floor or system	\$2,101.00
201-350 Heads	per floor or system	\$2,433.00
351+ Heads	per floor or system	\$2,986.00

TRACT REVIEW – Fire Sprinkler Master Plan Check PLUS Hydraulic Calculation Fee*

Duplicate TRACT Plan Check 13D SYSTEM (SFD/TOWNHOUSE)	per floor or system	\$885.00
Duplicate TRACT Plan Check 13 SYSTEM (BUILDING) - 200 Heads and Below	per floor or system	\$1,106.00
Duplicate TRACT Plan Check 13 SYSTEM (BUILDING) - 201 – 350 Heads	per floor or system	\$1,327.00
Duplicate TRACT Plan Check 13 SYSTEM (BUILDING) - 351+ Heads	per floor or system	\$1,548.00

Additional Fire Sprinkler Review Items

Hydraulic Calculation*	per remote area	\$885.00
Antifreeze System	per system	\$1,659.00
Dry Pipe Valve	per valve	\$1,770.00
Deluge/Pre Action	per valve	\$2,101.00
Pressure Reducing Station	per valve	\$2,433.00
Fire Pump	per pump	\$2,876.00

Water Storage Tank

Gravity	per tank	\$1,659.00
Pressure	per tank	\$1,659.00

Fire Standpipe System

Class I, II, III & Article 81	per standpipe	\$1,991.00
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Fire Alarm System -New

0-15 Devices*	per system	\$1,106.00
16-50 Devices	per system	\$1,548.00
51-100 Devices	per system	\$1,991.00
101-500 Devices	per system	\$2,433.00
Each additional 25 devices up to 1,000	per system	\$1,106.00
1001+	per system	\$4,425.00
Each additional 100 devices	per system	\$2,212.00

*Devices=All Initiating and indicating appliances, including Dampers

Existing system under 8 devices		\$663.00
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Additional Fire Alarm Review Items

Hi/Lo Alarms	each	\$1,216.00
Low Air/Temp Alarms	each	\$1,216.00
Graphic Annunciator Review	each	\$1,216.00

Hazardous Activities or Uses

Installation Permits		
Clean Agent Gas Systems	each	\$1,216.00
Dry Chemical Systems	each	\$1,216.00
Wet Chemical/Kitchen Hood	each	\$1,216.00

Foam Systems	each	\$1,216.00
Paint Spray Booth	each	\$1,216.00
Vehicle Access Gate	each	\$553.00
Monitoring	each	\$663.00
Aboveground—Flammable/Combustible Liquid Tank and/or Pipe	per site	\$1,106.00
Underground—Flammable/Combustible Liquid Tank and/or Pipe	per site	\$1,106.00
Fuel Dispensing System Complete	per site	\$1,216.00
High Piled/Rack/Shelf Storage	each	\$1,438.00
Smoke Control CFC	each	\$1,438.00
Medical Gas Alarms	per system	\$1,216.00
Refrigerant System	each	\$1,106.00
Refrigerant Monitoring System	each	\$1,216.00
AMMR Review		
Activity Permits (Single Event/One-Time)	each	\$663.00
Open Flames and Candles (105.6.32)	per permit	\$885.00
Carnivals and Fairs (105.6.4)	per permit	\$1,106.00
Seasonal Lots (Christmas Tree/Pumpkin Lot)	per permit	\$221.00
Special Events (Haunted House/Camps)	per permit	\$221.00
Explosives (105.6.14)	per permit	\$1,106.00
Fireworks; Displays (105.6.14)	per permit	\$1,106.00
Hot-Works Operations (105.6.23)	per permit	\$885.00
LP-Gas (105.6.27)	per permit	\$1,106.00
Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings (105.6.26)	per permit	\$1,106.00
Covered Mall Buildings (105.6.9)	per permit	\$1,106.00
Open Burning (105.6.30)	per permit	\$1,106.00
Pyrotechnical Special Effects Material (105.6.36)	per permit	\$1,106.00
Temporary Membrane Structures, Tents and Canopies (105.6.43)		
Small Tent Structure (750 Sq. Ft. or less)	per permit	\$526.00
Large Tent Structure (751 Sq. Ft. or above)	per permit	\$647.00
Fire Safety Inspections	per application	\$885.00
Non-Compliance Inspections	per inspection	\$885.00
Outside Agency	per inspection	\$885.00
Annual State-Mandated Pre-Inspections (6 or less Occupants)	per facility	\$50.00
Annual State-Mandated Pre-Inspections (7 or more Occupants)	per facility	\$100.00
Apartments	per facility	\$885.00
More than 100 Units	per facility	\$1,106.00
24 Hour Community Care Facilities		
7 to 49	per facility	\$829.00
50 or More	per facility	\$885.00
Day Care Centers		
Residential 9-14	per facility	\$221.00
Commercial 15+	per facility	\$442.00
High Rise Building	per facility	\$1,327.00
Homes for the Mentally Impaired (7 or more Occupants)	per facility	\$885.00
Hospital and Jail	per facility	\$1,991.00
Hotels/Motels	per facility	\$885.00
School	per facility	\$995.00
Reports		
Life Safety Report	per report	\$0.50/page for first ten (10) pages of each document \$0.10 each additional page of same document

Life Safety Report Photographs	per photograph set	Direct cost of Duplication
Subpoenaed Reports	per report	\$0.50/page for first ten (10) pages of each document \$0.10 each additional page of same document
Other Fire Fees		
Underground Fire Service Plan Check	each	\$1,991.00
Emergency Underground Repair	each	\$663.00
Hydrant Flow Test (existing Hydrants)	each	\$774.00
Fire Plans Examiner Miscellaneous	each	\$331.00
Re-Inspection Fee	per hour	\$387.00
False Alarm Response *	per billed incident	\$995.00
Fire Hydrants	per hydrant	\$221.00
Re-roofing Permits /Siding/Windows (Applicable only in Wildland/Urban Interface)	per application	\$110.00
Fire Permit Extension Fee	per 6-month extensio	\$110.00
Pre-Application/General Plan Review/Code Assistance	per meeting	\$885.00
Self Inspection Program	per facility	\$1,106.00
Planning/Engineering Referrals (HWD)	per application	\$885.00
Business License Reviews	each	\$774.00
Fairview Planning Referrals	each	\$331.00
Fairview New Construction	per application	\$995.00
Annual Permits		
Aerosol Products (105.6.1)	per year	\$1,106.00
Amusement Buildings (105.6.2)	per year	\$885.00
Aviation Facilities (105.6.3)	per year	\$885.00
Carnivals and Fairs (105.6.4)	per year	\$885.00
Cellulose Nitrate Film (105.6.5)	per year	\$885.00
Combustible Dust-Producing Operations (105.6.6)	per year	\$885.00
Combustible Fibers (105.6.7)	per year	\$885.00
Compressed Gases (105.6.8)	per year	\$885.00
Covered Mall Buildings (105.6.9)	per year	\$2,433.00
Cryogenic Fluids (105.6.10)	per year	\$885.00
Cutting and Welding (105.6.11)	per year	\$885.00
Dry Cleaning Plants (105.6.12)	per year	\$885.00
Exhibits and Trade Shows (105.6.13)	per year	\$885.00
Explosives (105.6.14)	per year	\$885.00
Fire Hydrants and Valves (105.6.15)	per year	\$885.00
Flammable and Combustible Liquids (105.6.16)	per year	\$885.00
Floor Finishing (105.6.17)	per year	\$885.00
Fruit and Crop Ripening (105.6.18)	per year	\$885.00
Fumigation or Thermal Insecticide Fogging (105.6.19)	per year	\$885.00
Hazardous Materials (105.6.20)	per year	\$885.00
HPM facilities (105.6.21)	per year	\$1,106.00
High-Piled Storage < 12000 SF (105.6.22)	per year	\$885.00
High-Piled Storage > 12000 SF (105.6.22)	per year	\$1,106.00
Hot-Works Operations (105.6.23)	per year	\$885.00
Industrial Ovens (105.6.24)	per year	\$885.00
Lumber Yards and WoodWorking Plants (105.6.25)	per year	\$885.00
Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings (105.6.26)	per year	\$885.00
LP-Gas (105.6.27)	per year	\$885.00
Magnesium (105.6.28)	per year	\$885.00
Miscellaneous Combustible Storage (105.6.29)	per year	\$885.00
Open Burning (105.6.30)	per year	\$885.00
Open Flames and Torches (105.6.31)	per year	\$885.00

Open Flames and Candles (105.6.32)	per year	\$885.00
Organic Coatings (105.6.33)	per year	\$885.00
Places of Assembly < 300 (105.6.34)	per year	\$885.00
Places of Assembly > 300 (105.6.34)	per year	\$1,106.00
Private Fire Hydrants (105.6.35)	per year	\$885.00
Pyrotechnical Special Effects Material (105.6.36)	per year	\$885.00
Pyroxylin Plastics (105.6.37)	per year	\$885.00
Refrigeration Equipment (105.6.38)	per year	\$885.00
Repair Garages and Motor Fuel-Dispensing Facilities (105.6.39)	per year	\$885.00
Rooftop Heliports (105.6.40)	per year	\$885.00
Spraying or Dipping (105.6.41)	per year	\$885.00
Storage of Scrap Tires and Tire Byproducts (105.6.42)	per year	\$885.00
Technology Fee	per year	6% of annual permit fee
Tire-Rebuilding Plants (105.6.44)	per year	\$885.00
Waste Handling (105.6.45)	per year	\$885.00
Wood Products (105.6.46)	per year	\$885.00
Essential City Facilities	per year	\$885.00

FIRE DEPARTMENT MISCELLANEOUS FEES**BUILDING PERMITS**

Minor Tenant Improvement	per permit	\$663.00
Revision-minor changes to (E) permit	per permit	\$331.00
Cellular Sites		
Existing Site	per permit	\$663.00
New Site	per square footage	VARIABLE - SEE CHART
Equipment Installations	per permit	\$663.00
HVAC/air units		
If over 2,000 cfm	per permit	\$221.00

B. HAZARDOUS MATERIALS OFFICE

CERTIFIED UNIFIED PROGRAM AGENCY (CUPA) PROGRAM
PERMIT AND REGISTRATION FEES

1. Hazardous Materials Storage Permit - Annual permit per facility for storage and/or handling of hazardous materials as defined in Hayward Municipal Code, Chapter 3, Article 8.

Quantity Range*	Description	Fee Amount
1A	Storage of one (1) or more types Solid - up to 500 lbs (pounds) Liquid - up to 55 gallons Gaseous - up to 2,000 cubic feet at STP	\$234.00 per year
2A	Storage of one (1) or more types Solid - between 500 & 5,000 lbs Liquid - between 55 & 550 gallons Gaseous - between 200 & 2,000 cubic feet at STP	\$247.00 per year
3A	Storage of one (1) to five (5) types Solid - between 5,000 & 25,000 lbs Liquid - between 550 & 2,750 gallons Gaseous - between 2,000 & 10,000 cubic feet at STP	\$261.00 per year
3B	Storage of six (6) or more types Solid - between 5,000 & 25,000 lbs Liquid - between 550 & 2,750 gallons Gaseous - between 2,000 & 10,000 cubic feet at STP	\$289.00 per year
4A	Storage of one (1) to five (5) types Solid - between 25,000 & 50,000 lbs Liquid - between 2,750 & 5,000 gallons Gaseous - between 10,000 & 20,000 cubic feet at STP	\$302.00 per year
4B	Storage of six (6) or more types Solid - between 25,000 & 50,000 lbs Liquid - between 2,750 & 5,000 gallons Gaseous - between 10,000 & 20,000 cubic feet at STP	\$316.00 per year
5A	Storage of one (1) to five (5) types Solid - 50,000 pounds or more Liquid - 5,000 gallons or more Gaseous - 20,000 cu. ft. or more at STP	\$357.00 per year
5B	Storage of six (6) to ten (10) types	\$399.00 per year

Solid - 50,000 pounds or more
 Liquid - 5,000 gallons or more
 Gaseous - 20,000 cu. ft. or more at STP

5C Storage of eleven (11) or more types \$413.00 per year
 Solid - 50,000 pounds or more
 Liquid - 5,000 gallons or more
 Gaseous - 20,000 cu. ft. or more at STP

2. Other CUPA Program Elements

- a. Annual State Surcharges
 - 1. CUPA Program Oversight \$24.00 per facility
 - 2. Underground Storage Tanks (UST) Program \$15.00 per UST
 - 3. CalARP Program \$270.00 per site
 - 4. California Electronic Reporting System (CERS) \$25.00 per facility
- b. Hazardous Waste Generator Program
 - 1. Up to 27 gallons; 220 lbs generated per month \$178 per year
 - 2. 28 to 270 gallons; 221 to 2,220 lbs per month \$330 per year
 - 3. 271 gallons or more; 2,221 lbs or more per month \$440 per year
- c. Hazardous Waste Treatment (Tiered Permit) Program
 - 1. Permit by Rule (Fixed Units) \$440.00 per facility per year
 - 2. Permit by Rule (Transportable units) \$440.00 per facility per year
 - 3. Conditional Authorization \$247.00 per facility per year
 - 4. Conditional Exemption, Specified Waste \$220.00 per facility per year
 - 5. Conditional Exemption, Small Quantity Treatment \$220.00 per facility per year
 - 6. Conditional Exemption, Commercial Laundry \$220.00 per facility per year
 - 7. Conditional Exemption, Limited \$220.00 per facility per year
- d. Hazardous Materials Business Plan (HMBP) \$247.00 per facility per year
- e. Underground Storage Tank (UST) Program
 - \$1,239.00 for 1st UST per year
 - \$536.00 per add'l UST per year
- f. Aboveground Petroleum Storage Act Program -
 Spill Prevention Control and Countermeasure Plan \$302.00 per facility per year
- g. California Accidental Release Prevention (CalARP) Program
 - 1. Small CalARP facility \$2,560.00 per facility per year
 - 2. Large CalARP facility \$2,643.00 per facility per year

C. NEW CONSTRUCTION PERMITS AND FEES

1. New Construction

a. Large, Tenant Improvement – New Facility	\$	3,969.00
b. Medium, Tenant Improvement – New Facility	\$	2,605.00
c. Small, Tenant Improvement – New Facility	\$	1,319.00

2. New Facility – No Construction

a. Medium to Large	\$	1,982.00
b. Small	\$	991.00

3. Underground Storage Tank

a. System Installation – VPH	\$	4,171.00
b. Piping Installation	\$	1,445.00
c. Piping Installation – VPH	\$	1,175.00
d. UDC/Sump Installation	\$	1,445.00
e. UDC/Sump Installation – VPH	\$	1,775.00
f. System Removal	\$	1,817.00
g. Piping Removal	\$	1,156.00
h. UDC/Sump Removal	\$	1,156.00
i. EVR Phase I Installation or Upgrade	\$	660.00
j. EVR Phase II Installation or Upgrade	\$	1,197.00
k. Monitoring System Installation or Upgrade	\$	1,073.00
l. System Tank/Piping Repair	\$	1,899.00
m. System Tank/Piping Repair – VPH	\$	2,230.00
n. System Miscellaneous Component Repair - Major	\$	1,899.00
o. System Miscellaneous Component Repair – Major – VPH	\$	2,230.00
p. System Miscellaneous Component Repair - Minor	\$	784.00
q. System Miscellaneous Component Repair – Minor – VPH	\$	1,115.00
r. Temporary Closure	\$	1,486.00

4. Aboveground Storage Tanks

a. System Installation	\$	1,239.00
b. System Removal	\$	1,073.00
c. System Repair or Modification	\$	949.00

5. California Accidental Release Prevention (CalARP) Program

a. Large - Risk Management Plan Review	\$	7,103.00
b. Small - Risk Management Plan Review	\$	4,460.00
c. Other costs incurred, including but not limited to third-party review, laboratory work, public notice, communication and correspondence	\$	165.00

6. Meetings

a. Code Assistance Meeting	\$	413.00
b. Pre-Application Meeting	\$	330.00

7.	Request for Alternate Means of Protection (AMP)		
a.	Review	\$	660.00

D. MISCELLANEOUS

1. Facility Closure	
a. 3A and above – full facility closure	\$1,817.00
b. 3A and above – partial facility closure	\$1,032.00
c. Below 3A – full facility closure	\$619.00
d. Below 3A – partial facility closure	\$413.00
2. Contamination	
a. Staff oversight	\$165.00 per hour
3. Site Clearance	
a. New construction/use – large	\$413.00
b. New construction/use – small	\$247.00
c. Property transfer – large	\$413.00
d. Property transfer – small	\$247.00
4. Other Inspections and Compliance Verification	
a. Re-inspection (CUPA and non-CUPA)	\$165.00 per hour
b. Re-inspection beyond allowed by permit	\$330.00 per insp.
c. After-hours inspection	\$247.00 per hour
d. Miscellaneous Inspections and Activities	\$165.00 per hour
e. Compliance verification	\$82.00 per notice
5. California Environmental Reporting System Assistance Fee	\$165.00 per hour
6. California Environmental Reporting System Assistance Fee (after hours)	\$247.00 per hour
7. Technology Fee	6% of annual permit fee

PLAN REVIEW/CHECKING FEES - GENERAL

1. Planning Review Fee	\$165.00 per hour
2. Plan Checking Fee	\$165.00 per hour
3. Expedited Plan Checking Fee (Two hour minimum)	\$247.00 per hour

PLAN CHECKING FEES: UNDERGROUND STORAGE TANKS (UST) – VACUUM, PRESSURE, AND HYDROSTATICALLY (VPH) MONITORED SYSTEMS

1. UST Complete Installation/VPH Systems	\$3,433.00 per installation
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- | | |
|---------------------------------|-----------------------------|
| 2. UST Repair Major/VPH Systems | \$1,882.00 per installation |
| 3. UST Repair Minor/VPH Systems | \$940.00 per installation |

Information Technology**A. Video Technician**

Video services, including editing and duplication, provided for events

\$ 98.00 per hour

B. GIS Map Printing

\$ 76.00 per hour

Library and Community Services

A. GENERAL SCHEDULE OF CHARGES:

1	Overdue Fines:		
a.	Print material, videotapes and sound recordings	\$ 0.25	per day (maximum cost of item)
b.	DVD's	\$ 0.25	per day (maximum cost of item)
c.	Reference materials (return within 7 days)	\$ 3.00	per day (maximum cost of item)
d.	Billing Fee – reference materials (returns after 7 days)	\$ 75.00	
e.	Billing Fee – all others	\$ 20.00	
f.	Fine Limit (non-returns)		Original cost of item plus Billing and Processing Fees
2	Replacement of Lost/Damaged Pamphlet (includes \$0.50 for Barcode Replacement)	\$ 2.00	
3	Replacement of Lost/Damaged Audio/Visual Case		
a.	Multiple Cassettes/CD/DVD Cases	\$ 9.00	
b.	Cassette Bags	\$ 3.00	
c.	Single Compact Disc and DVD Cases	\$ 3.00	
d.	Video Cassette Cases	\$ 4.00	
e.	Video Booklet	\$ 3.00	
4	Agendas and Minutes – Library Commission	\$ 30.00	per year
	Inter-Library Loan (+ any charges imposed by the lending library)	\$ 5.00	
5	Processing fee for lost item in addition to original cost of item	\$ 6.00	
6			
7	Replacement of lost library card (borrower's card)	\$ 2.00	
8	Replacement lost/damaged bar codes	\$ 1.00	
9	Teacher Loan Box (includes \$0.50 for Barcode Replacement)	\$ 10.00	
10	Mailing of library materials		Cost of mailing
11	"Fines-Free" Library Loan Program Membership Fees		
a.	Extended loan of up to 3 items at-a-time	\$ 2.99	per month
b.	Extended loan of up to 5 items at-a-time	\$ 4.99	per month
c.	Extended loan of up to 10 items at-a-time	\$ 8.99	per month

B. ADMINISTRATIVE SERVICES

1	Community Services Commission Agenda	\$ 15.00	per year
2	Community Services Commission Minutes	\$ 15.00	per year

Maintenance Services Department

A. HAYWARD CITY HALL RENTAL

1. Fees for the use of Hayward City Hall, attached hereto and by this reference made a part hereof:

RENTAL RATES:

Rotunda**	\$880.00	Per Event
Pre-function Area**	\$408.00	Per Event
Plaza – Half Day Rental	\$470.00	4-Hour Rental
Plaza – Full Day Rental	\$517.00	All Day Rental
Council Chambers	\$470.00	Per Event
Security Admin Fee (plus security contract cost)	\$57.00	Per Event
Janitorial Admin Fee (plus janitorial contract cost)	\$57.00	Per Event
Portable Bar	\$76.00	Per Event
Sound System	\$133.00	Per Event
Insurance Admin Fee – City Purchased	\$79.00	Per Issuance
Insurance Admin Fee – Third Party	\$86.00	Per Issuance

**Rental fee includes the use of a maximum of 20 tables and 150 chairs. Additional tables and chairs will be the responsibility of the user.

Application Procedures

- File application with Facilities Management at least 60 days in advance.

Days/Hours of Use

- **DAYS:** Friday, Saturday, Sunday **only**. Rental is not available Monday thru Friday.
- **CITY HALL INDOOR EVENT HOURS:** Friday (5 pm – 10 pm), Saturday and Sunday (8 am – 10 pm.)
- **PLAZA EVENT HOURS:** From 8 am until 30 minutes before sundown, or 8pm at the latest.

Equipment & Cleanup

- Any equipment needed will be the responsibility of the user, including, staging, and audio-visual equipment. The City must approve any equipment, apparatus, or materials utilized. The user must setup their equipment and remove all equipment after event. **All equipment and cleanup must end prior to 11 pm.**
- If dancing is desired, a dance floor will be required at the expense of the user. Users are responsible for rental, set-up and removal of the dance floor.
- Users will pay for all cleanup and janitorial services associated with the event.

- The City will arrange for trash containers and portable restrooms at Plaza events at the expense of the user.

Insurance Requirements

- Users will be responsible for providing a certificate of **general liability insurance of \$1,000,000 coverage** naming the city as additional insured.

Security & Staffing Requirements

- Events may require security guards; the City will determine the number. Users will pay for all guard services.
- Certain events may require Police and Facilities Attendant services, cost of which will be the responsibility of the user. The City will determine if these services are necessary.

Prohibited Uses

- Cooking or heating with gas-fired equipment, i.e., natural gas, propane, butane, etc.
- Flaming food, beverages, liquids or gases
- Pyrotechnic displays
- Gas or liquid fueled appliances, tools or apparatus
- Hazardous or toxic Materials

Chaffing dishes fueled by Sterno are allowed

Deposits

- A cleaning and damage deposit is required per event. This deposit will range from \$250 upwards, depending on the size and nature of the event.
- The lessee will be responsible for any damages to the buildings, furniture or equipment accruing through occupancy or use of the City Hall/Plaza by the lessee. Any, and all, lost equipment or damages sustained to the above, and that exceeds the original rental deposit, shall be compensated within five (5) days.

Other Charges and Fees (note all equipment fees are for one setup and per day)

- Additional Chairs \$3.00 per chair
- Additional Tables
 - 60" round (seats 8-10) \$11.00 per table
 - 24" round (Bistro Table) \$9.00 per table
 - 8 Feet Long Table \$9.00 per table
 - 8 Feet Long Class Room Table \$9.00 per table
- Indoor Dance Floor (12' x 12') – Set Up and Take-Down Fee: \$259.00

- Table Linens: By size (below): Set Up, Take-Down, Laundry, and Replacement/Damage Fees:

Linen: Rental Fees: Fully draped (table legs covered):	Fee:
White, poly cotton - round tables	\$11.00
White, Poly cotton – Small Round Cocktail Tables	\$11.00
White, poly cotton – Square – (for pie shaped tables)	\$11.00
White, poly cotton - banquet drapes (5ft.)	\$15.00
White, poly cotton - banquet drapes (6ft.)	\$17.00
White, poly cotton - banquet drapes (8ft.)	\$21.00

B. 21ST CENTURY LIBRARY MEETING ROOM FEES

1. Fees for the use of 21st Century Library meeting rooms:

RENTAL RATES:

User Groups

Users are classified into the following groups for determining scheduling priority and the applicable fees and charges.

- A. City of Hayward departments or governmental agencies directly serving residents of Hayward, i.e., HUSD, HARD, County of Alameda, etc.
- B. Nonprofits under IRS Code 501(c)(3) and open membership group that are co-sponsored by the Library Department.
- C. Nonprofit groups under IRS Code 501(c)(3) based in and directly serving residents of Hayward, whose purpose is the betterment of the community.
- D. Other organized clubs or special interest group that have been granted IRS Code 501(c)(3, 4 or 6) nonprofit status with open membership, formal organization, and officers.
- E. Other public or private civic, cultural, educational, or charitable groups not previously mentioned above.
- F. Hayward businesses with company facilities located within the Hayward City limits.
- G. All other businesses, commercial groups, private functions and other groups not previously mentioned above

	FEE RATES BY USER GROUP ** all rates hourly **						
LIBRARY FACILITY	A	B	C	D	E	F	G
Large Room (whole)	-	-	\$35	\$50	\$75	\$100	\$150
Large Room (subdivided ½)	-	-	\$20	\$35	\$50	\$75	\$100
Medium Room	-	-	\$20	\$35	\$50	\$75	\$100
Conference Room	-	-	\$10	\$20	\$30	\$50	\$75
Warming Kitchen (*flat rate)	-	-	-	\$50*	\$50*	\$100*	\$150*

OTHER LIBRARY MEETING ROOM FEES	RATES – all user groups
Application Fee	\$6 non-refundable processing fee at time of application
Janitorial Service Fee (when needed)	\$57 per event, plus janitorial hourly service fee
Room Setup Fee (when needed)	\$50 - \$100
Attendant on Duty (when needed)	\$75/hr.
Opening/Closing Fee (when needed)	\$50
Liability Insurance	Fees determined for each use.
Hayward Police Dept. Security	Fee determined by current overtime rates for police personnel
Private Vendor Security	Fee determined by current hourly rates, nature of event, number of attendees
Utilities	Fee determined by average current hourly costs
Meeting Room Damage Deposit	\$50 - \$1,000 depending upon room and group size and use

Notes: ALL MEETING ROOM APPLICATIONS MUST BE SUBMITTED VIA THE ONLINE SCHEDULING

SYSTEM. Paper applications will not be accepted. Meeting room fees vary according to the organization booking the room (see definitions in User Groups). Operational costs, liability insurance, janitorial, and security fees may also be applicable. Minimum rental is two hours. Hourly rates are not prorated for parts of an hour. A non-refundable application fee is due and payable at the time of application. All other applicable fees are due and payable in full at the time of schedule confirmation. Meeting room refunds are not available

C. STREET MAINTENANCE

1.	<u>Cart Retrieval Fee</u>	\$91.00	
2.	<u>Sign Fabricated & Installed by City Crew</u>	\$566.00	
3.	<u>Illegal Dumping on Public Right-of-Way</u>	<u>Fee</u>	<u>Penalty</u>
a.	First Violation		
	Initial Inspection	No Charge	No Penalty
	First follow-up inspection shows violation eliminated	No Charge	No Penalty
	First follow-up inspection shows violation still exists,	-	-
	City abates illegal dumping	\$1,181.00	\$100.00
b.	Subsequent Violation within 12 Months (<i>same property owner</i>)		
	Initial Inspection	No Charge	No Penalty
	First follow-up inspection shows violation eliminated	No Charge	No Penalty
	First follow-up inspection shows violation still exists, City abates illegal dumping	\$1,181.00	\$800.00
	Each subsequent inspection shows violation still exists	\$1,181.00	\$1,000.00
c.	Special Assessment Per Parcel	\$342.00	
4.	<u>Special Events Per Hour</u>	\$115.00	

Police Department

ANIMAL CONTROL

(Ref. Hayward Municipal Code, Chapter 4, Article 4)

For those fees designated to RTO (Refer To Office), the Animal Services Manager shall determine a reasonable fee or charge, basing that determination on the nature of the service; time spent; consistency with fees and charges specified for other services; actual costs incurred, including overhead and other indirect cost; and any other relevant factors.

- 1 Impounding Charges
 - a. For each dog and cat
 - (1) 1st impoundment \$50.00 penalty
 - (2) 2nd impoundment within one year \$75.00 penalty
 - (3) 3rd impoundment within one year \$149.00 penalty
 - (4) Impound dangerous animal \$148.00 penalty
 - (5) Field Impound \$125.00
 - b. For any unsterilized dog or cat impounded, an additional fee is assessed as mandated by the State of California Food & Agricultural Code.
 - (1) 1st Impoundment \$35.00 penalty
 - (2) 2nd Impoundment \$50.00 penalty
 - (3) 3rd Impoundment \$100.00 penalty
 - c. For each horse, bull, cow, steer, calf, colt, sheep, lamb, goat or hog
 - (1) 1st impoundment RTO (minimum \$40.00)
Charge will be total direct cost
 - (2) 2nd impoundment within one year RTO (min. \$40.00)
 - (3) 3rd impoundment within one year RTO (min. \$40.00)
 - d. For each non-specified animal (rabbit, monkey, rat, etc.) RTO (min. \$40.00)
- 2 Feeding and Boarding Charges Per Day. Boarding charges shall be levied as of the first day of impoundment. Charges shall be waived where the animal is redeemed "off the truck."
 - a. For each dog, cat or small domestic pet \$15.00
 - b. Special needs animal (medications given, treatment) \$39.00 per day
 - c. For each horse, bull, cow, hog, steer, lamb, sheep, goat, colt, or calf. \$10.00 min. (RTO)
 - d. For each non-specified animal: \$19.00 min. (RTO)
- 3 Special Services
 - a. Owner surrender of adult unlicensed animals (boarding fees for the State mandated period additional) \$27.00 per animal

For those fees designated to RTO (Refer To Office), the Animal Services Manager shall determine a reasonable fee or charge, basing that determination on the nature of the service; time spent; consistency with fees and charges specified for other services; actual costs incurred, including overhead and other indirect cost; and any other relevant factors.

4	b. Owner surrender of additional animals less than ten weeks of age. Boarding fees for the State mandated holding period will also be charged.	\$13.00 per animal
	c. Owner surrenders – small animals/bird	\$46.00 per animal
	d. Owner brings dead animal to shelter for disposal	
	(1) Under 50 lbs.	\$37.00 per animal
	(2) Over 50 lbs.	\$42.00 per animal
	(3) Transportation of disposal	\$96.00 per animal
	e. Transportation of stray injured or sick animal to a veterinarian, where owner is later identified.	RTO
	f. Veterinary treatment provided to an animal housed in the Shelter where the owner is later identified.	Actual Vet Costs
	g. Rabies vaccination certificate	Actual Vet Costs
	h. Para-influenza type vaccine	Actual Vet Costs
	i. Medical Testing	\$17.00 /min
	j. Microchip Insertion	\$50.00 /max
	(1) Animal adopted from the Shelter	\$15.00
	(2) Animals not adopted from the Shelter	\$29.00
	Animal License and Permit Fees	
	a. Unsterilized dog or cat	
	(1) Flat fee is for 1, 2 or 3 years depending on Rabies Vaccination Certificate (not to exceed 3 years)	\$17.00
	(2) Unsterilized animal	\$35.00 penalty
	(3) Unsterilized license renewal	\$17.00 plus penalty
	The Animal Services Manager is authorized to reduce dog license fees by one half of the amount set forth above	
	b. Sterilized dog or cat license	\$17.00
	(1) Flat Fee is for 1, 2 or 3 years depending on Rabies Vaccination Certificate duration (not to exceed 3 years)	
	(2) Sterilized, license renewal	\$17.00
	c. Late Penalty	\$5.00
5	d. Replacement/Duplicate License	\$13.00
	e. Seeing or hearing dog	No Charge
	f. Fancier's Permit	\$243.00
	Pick-up and Disposal of Dead Animals from Veterinarian	
	a. For 1 to 5 animals	\$107.00
	b. For each additional	\$12.00

For those fees designated to RTO (Refer To Office), the Animal Services Manager shall determine a reasonable fee or charge, basing that determination on the nature of the service; time spent; consistency with fees and charges specified for other services; actual costs incurred, including overhead and other indirect cost; and any other relevant factors.

6 Observation Fees

All observation fees are assessed at the full rate and are not refundable, either in part or in full.

- | | | |
|----|--|--------------------------------|
| a. | For each dog, cat or small domestic pet for quarantine, evidence and protective custody. | \$4.00 per day |
| b. | Other Animals | Actual Costs
per inspection |
| | Property inspections (required prior to home quarantines and for the private retention of all animals declared dangerous outside a City of Hayward hearing). | \$72.00 |

7 Adoption Fees

RTO (minimum \$5.00)

The fees charged for dogs and cats offered for adoption shall be set by the Animal Services Manager. In no case

- a. shall this amount be less than \$5.00.

In no case shall animals listed as "Owner Surrendered" be adopted by the previous owner without payment of all fees and charges (as specified in the schedule) for shelter service in impounding and caring for the animal.

\$20.00

- | | | |
|----|---|--------------------------|
| b. | All Other Animals | Market Value |
| | Spaying and neutering (mandated for dogs and cats prior to adoption) | Veterinary contract cost |
| | Administrative processing fee for the return of animals adopted from the shelter | \$11.00 |
| 8 | Hearing Fee: Hearing and inspection of property of owners of animals declared dangerous or potentially dangerous. | \$150.00 |

POLICE ADMINISTRATION

Any charges not specified below shall be established by State and/or Federal statutes.

1	Photocopying of Reports:	
a.	Traffic Accident Reports	\$16.00 per report
b.	Other Reports	\$16.00 per report
2	Photographs	\$24.00 each
3	Fingerprinting	\$26.00 each
	(Fingerprint processing fees established by Federal or State agencies shall be additional charge.)	
4	Traffic & Police Security Services	
a.	Traffic control and police security services for pre-planned, non-city sponsored events	Time & Motion
b.	Planned traffic control for contractors and utilities	Time & Motion
5	Permit Processing	
	(Fees are for processing only, fingerprint and Department of Justice fees are not included)	
a.	Taxi Drivers	
(1)	Initial Permit	\$609.00
(2)	Annual renewal	\$304.00
(3)	Annual taxi operating sticker	\$152.00
(4)	Lost permit replacement	\$26.00
b.	Tow Permits	
(1)	Company 1st License	\$304.00
(2)	Company Annual Renewal	\$40.00
(3)	Driver 1st License	\$304.00
(4)	Driver Annual Renewal	\$40.00
(5)	Lost Permit Replacement	\$40.00
c.	Massage Establishments	
1	Initial Inspection/application and processing of new massage establishment	\$761.00
2	Annual Renewal fee for massage establishment	\$241.00
3	Badge Replacement	\$80.00
4	Massage Out-Call initial inspection /application	\$761.00
5	Massage Out-Call Renewal	\$241.00
d.	Card clubs employee permit	
a)	Initial permit	\$241.00
b)	Annual renewal	\$160.00
c)	Lost permit replacement	\$80.00
e)	Auto Sales/Repair Permit	\$160.00
f)	Background investigation	Time & Motion
g)	Firearm dealers annual permit	\$1,294.00

Any charges not specified below shall be established by State and/or Federal statutes.

h) Diversion program	Time & Motion
i) Petty Theft Workshop	\$80.00 per participant
j) Other permit processing	Time & Motion
k) Alcohol Sales-Special Event Permits	\$304.00
e. Cannabis business employee permit	
a) Initial permit / Renewal with Live Scan	\$299.00 vice
b) Annual renewal without Live Scan	\$160.00 vice
c) Lost permit replacement	\$80.00 vice
6 Alarm Permit Fee	
a. new and annual renewal:	\$16.00
b. for Low income or persons in a temporary or permanent	\$12.00
disabled status who:	
(1) meet the City income guidelines as defined in the All City Department section of the Master Fee Schedule and	
(2) file with the Revenue Division of the Finance Department a discount application and adequate documentary evidence showing that the Permit applicant comes within the provision of subparagraph (a).	
7 False Alarm Fees (for instances of false alarms within any one-year period):	
a. First False Alarm Fee	\$0.00 records
b. Second False Alarm Fee	\$185.00
c. Third False Alarm Fee	\$185.00
Penalty	\$50.00
d. Fourth False Alarm Fee	\$185.00
Penalty	\$200.00
e. Fifth and Each Fee	\$185.00
Subsequent False Alarm Penalty	\$400.00
8 Vehicle Release Fee	\$235.00
9 Vehicle Verification or Administrative Fee	
a. Onsite verification	\$76.00
b. Offsite verification	\$152.00
10 Communication Tapes	\$98.00 per tape
11 Clearance Letters	\$43.00 per letter
12 Vehicle Abatement	\$160.00 per vehicle
13 Prisoner Booking Fee	per prisoner

Any charges not specified below shall be established by State and/or Federal statutes.

	a. Cite & Release	\$89.00	
	b. Hold for Court	\$180.00	
	c. Transfer to Santa Rita	\$199.00	
14	Social Host Accountability Ordinance		
	The following penalties and/or cost recovery are authorized by Chapter 4, Article 11 of the HMC. Penalties for violations and cost recovery are separate and distinct charges.		
	Penalties for Violation - The following is authorized by sec 4-11.20 HMC		
	a. First Violation	\$750.00	
	b. Second Violation	\$1,500.00	
	c. Third & Subsequent Violations	\$2,500.00	
	Public Safety Services/Response Cost - The following is authorized by sec 4-11.25 HMC		
	Recovery of the cost of the public safety response to a "Social Host" ordinance violation using the fully burdened		Time & Motion
	d. cost allocation rate.		
15	Firearms Range Maintenance Fees – apportions the upkeep of the firearms range among user law enforcement agencies over a fiscal year period	\$1,250.00	
16			
	a. Level I – Alcoholic Beverage Establishment Retail License Fee – Full service restaurants, wine shops, breweries, distilleries; and retail stores using no more than 5% of their floor area for alcohol sales, storage and display.	\$280.00	
	b. Level II – Alcoholic Beverage Establishment Retail License Fee – All alcoholic beverage outlets other than Level I.	\$1,120.00	
	c. Critical Incident Fee		Time & Motion
	d. Violation of Alcoholic Beverage Outlets Ordinance		
	(1) First Offense	\$750.00	
	(2) Second Offense	\$1,500.00	
	(3) Third and subsequent Offenses	\$2,500.00	
	e. Reinspection Fee		Time & Motion
	f. Alcohol Sales – Special Event Permit	\$304.00	

Utilities & Environmental Services

1. SANITARY SEWER SERVICE CHARGES AND FEES

- a. Sewer System Connection Charge (Reference Hayward Municipal Code, Chapter 11, Article 3, Section 11-3.255)
- | | |
|--|------------|
| (1) Single family, duplex, triplex, and fourplex residential units, townhouses, and planned developments | \$7,700.00 |
| (2) ADUs (where applicable), high density residential, and mobile homes, each residential unit | \$6,853.00 |
| (3) Commercial, industrial, institutional and all other connections: | |
| Per gallon of daily capacity required to serve the user | \$21.51 |
| Per pound per year of biochemical oxygen demand (BOD). | \$8.53 |
| Per pound per year of suspended solids (SS). | \$9.17 |
| Minimum charge | \$7,700.00 |

For the purposes of calculating non-residential sewer connection fees, carbonaceous biochemical oxygen demand (CBOD) and suspended solids (SS) will be reduced by 70% of the estimated values in the actual discharge, but not lower than the CBOD and SS for domestic wastewater, that is, 307 milligrams per liter and 258 milligrams per liter respectively. The property will be entitled to discharge CBOD and SS concentrations commensurate with the estimated actual concentrations. The volume component will not be reduced and will be calculated at 100% of the estimated discharge. The CBOD and SS reduction is applicable only to estimated daily discharge of 50,000 gallons or less. Discharge in excess of 50,000 gallons per day from a facility will be subject to a sewer connection fee based on full CBOD and SS concentrations. This provision will be in effect only from October 1, 2017 through September 30, 2019.

- b. Interest Rates on Sewer Connection Fee Payment Agreements (Reference Hayward Municipal Code, Chapter 11, Article 3, Section 11-3.255)

12-month agreement – 1%
 24-month agreement – 2%
 36-month agreement – 3%
 48-month (or longer) agreement – To be determined, with 4% minimum

C.

Sewer Service Charges (Reference Hayward Municipal Code, Chapter 11, Article 3, Section 11-3.450)
Eff. Oct 1, 2017

- | | | |
|-----|---|---|
| (1) | Single Family Home, Duplex, Triplex, Fourplex | \$31.29 per month
\$62.58 payable bi-monthly |
| (2) | Lifeline Rate
(water consumption of 400 cubic feet or less) | \$8.94 per month
\$17.88 payable bimonthly |
| (3) | Economy Rate
(water consumption of more than 400 cubic feet but less than 800 cubic feet) | \$17.88 per month
\$35.76 payable bi-monthly |
| (4) | Multiple Residential Living
(each multiple residential living unit shall be considered as eighty nine hundredths (0.89) of service unit per month for the purposes of determining the applicable sewer charge) | \$27.85 per month, per unit
\$55.70 payable bi-monthly |
| (5) | Mobile Home Unit | \$21.90 per month
\$43.80 payable bi-monthly |

Commercial and Industrial Coded Users: The following service units shall apply to the corresponding User Classification Code (UCC) categories of usage:

Effective Oct 1, 2017

UCC	User Classification	Service Units *per 100 cu.ft.of water used (with irrigation meter)	Service units *per 100 cu ft. of water used (without irrigation meter)
2010	Meat Products	0.354	0.319
2011	Slaughterhouse	0.390	0.351
2020	Dairy Products Processor	0.290	0.261
2030	Canning and Packing	0.203	0.183
2040	Grain Mill	0.263	0.237
2050	Bakery	0.311	0.280
2070	Fats and Oils	0.191	0.172
2080	Beverage Bottling	0.186	0.167
2090	Food Manufacturing	0.698	0.628
2600	Pulp and Paper Product Manufacturer	0.231	0.208
2810	Inorganic Chemicals	0.314	0.282
2850	Paint Manufacturer	0.509	0.458
3110	Leather Tanning	0.676	0.609
3410	Fabricated Metal	0.095	0.085
5812	Eating Place (without interceptor)	0.311	0.280
5813	Eating Place	0.240	0.216
7210	Commercial Laundry	0.181	0.163
7218	Industrial Laundry	0.280	0.252
9999	All other UCC, including motels, hotels, and rooming houses	0.168	0.151

* One service unit = \$31.29

All non-critical commercial and industrial users will be included in the above UCC classification that most closely represents the wastewater discharge strength and characteristics in comparison with the domestic wastewater definition in the Regulations, as determined by the Director of Utilities & Environmental Services. The UCC designation of a particular industry may not necessarily correspond to the Standard Industrial Classification (SIC) which may be assigned for other purposes.

The following service charge shall apply to the corresponding User Classification Code (UCC) categories of usage:

Effective Oct 1, 2017

UCC	User Classification	Service Units *per 100 cu.ft.of water used (with irrigation meter)	Service units *per 100 cu ft. of water used (without irrigation meter)
2010	Meat Products	\$11.09	\$9.98
2011	Slaughterhouse	\$12.21	\$10.99
2020	Dairy Products Processor	\$9.07	\$8.17
2030	Canning and Packing	\$6.36	\$5.73
2040	Grain Mill	\$8.24	\$7.42
2050	Bakery	\$9.75	\$8.77
2070	Fats and Oils	\$5.99	\$5.39
2080	Beverage Bottling	\$5.81	\$5.23
2090	Food Manufacturing	\$21.84	\$19.65
2600	Pulp and Paper Product Manufacturer	\$7.22	\$6.50
2810	Inorganic Chemicals	\$9.82	\$8.84
2850	Paint Manufacturer	\$15.94	\$14.35
3110	Leather Tanning	\$21.17	\$19.05
3410	Fabricated Metal	\$2.98	\$2.68
5812	Eating Place (without interceptor)	\$9.75	\$8.77
5813	Eating Place (with interceptor)	\$7.51	\$6.76
7210	Commercial Laundry	\$5.68	\$5.11
7218	Industrial Laundry	\$8.77	\$7.89
9999	All other UCC, including motels, hotels, and rooming houses	\$5.26	\$4.74

All non-critical commercial and industrial users will be included in the above UCC classification that most closely represents the wastewater discharge strength and characteristics in comparison with domestic wastewater definition in the Regulations, as determined by the Director of Utilities & Environmental Services. The UCC designation of a particular industry may not necessarily correspond to the Standard Industrial Classification (SIC) which may be assigned for other purposes.

(6) Unclassified and Critical Users

(1) "Critical Users" and those whose discharge does not respond to any UCC because of variations in wastewater constituents or treatment costs shall pay an amount calculated in accordance with the following formula where,

$$C = V/M (160 C_v + C_B \times BOD + C_S \times SS)$$

C = Sewer service charge during period for which billing is calculated.

V = Volume of water consumed per hundred cubic feet (CCF) during period for which the billing is calculated (total of public water service, metered flow and all private sources, except those meters or services specifically identified for irrigation purposes only).

BOD = Average Biochemical Oxygen Demand, in milligrams per liter, from user during period for which the billing is calculated.

SS = Average Suspended Solids, in milligrams per liter, from user during period for which the billing is calculated.

	Eff. Oct 1, 2017
C _v = Treatment cost per hundred cubic feet of water	\$2.61182
C _B = Treatment cost per pound of BOD	\$0.66570
C _S = Treatment cost per pound of SS	\$0.79277
M = 160 for users with separate irrigation meters; and 178 for users without separate irrigation meters.	

(2) The minimum fee for each user shall be that established for one (1) Service Unit per month

d. Wastewater Discharge Permit Fees and Miscellaneous Charges

(1) Wastewater Discharge Permit Fees

Type of Permit	New Permit	Permit Renewal	Amendment
Categorical	\$3,103.00	\$2,131.00	\$761.00
Non-Categorical Significant	\$2,101.00	\$1,525.00	\$594.00
Groundwater	\$1,109.00	\$594.00	\$367.00
Non-Sewered Credit	\$334.00	\$334.00	N/A
Special Purpose (one-time discharge)	\$600.00	N/A	N/A

(2) Compliance Schedule (for correction of violations) \$695.00

(3) Wastewater Sampling

(a) Composite Sample with Lab Costs	\$580.00
(b) Composite Sample without Lab Costs	\$300.00
(c) Grab Sample	\$270.00
(d) Violation Follow-Up Sample with Lab Cost	\$585.00
(e) Violation Follow-Up Sample without Lab Cost	\$300.00
(f) Sampling Equipment Fee	\$25.00

(4) Violation follow-up inspection	\$509.00
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(5) Development Plan Review

(a) Industrial	\$338.00
(b) Commercial	\$338.00
(c) Residential	\$206.00

2. WATER SERVICE CHARGES AND INSTALLATION FEES

- a. Water Services charges for labor and materials (Reference: Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.02 and 11-2.04)

- (1) Single Services. (Also see (4) below)

<u>Meter Size and Service Size</u>		<u>Fee</u>
(a)	5/8" x 3/4"	\$3,500.00
(b)	3/4" x 3/4"	\$3,500.00
(c)	3/4" x 1"	\$3,500.00
(d)	1" x 1"	\$3,500.00
(e)	1" x 1 1/2"	\$4,140.00
(f)	1 1/2" x 1 1/2"	\$4,580.00
(g)	1 1/2" x 2"	\$4,580.00
(h)	2" x 2"	\$4,870.00
(i)	Larger than 2" x 2"	Actual cost of labor, materials, & equipment

(2) Manifold Service. (Also see (4) below)

<u>Meter Size</u>	<u>Service Size</u>	<u>Fee</u>
(a) 5/8" x 5/8"	1"	\$4,450.00
(b) 3/4" x 3/4"	1"	\$4,450.00
(c) 1" x 1"	1 1/2"	\$4,450.00
(d) 1" x 1 1/2"	2"	\$4,740.00
(e) 1 1/2" x 1 1/2"	2"	\$5,020.00
(f) 1 1/2" x 2"	2"	\$5,180.00
(g) 2" x 2"	2"	\$5,360.00
(h) More than two meters or larger than 2" service line		Actual cost of labor, materials, & equipment

(3) Meters Set on Existing Service. (Also see (4) below)

<u>Meter Size</u>	<u>Fee</u>
(a) 5/8"	\$180.00
(b) 3/4"	\$200.00
(c) 1"	\$310.00
(d) 1 1/2"	\$530.00
(g) 2"	\$660.00
(f) Larger than 2"	Actual cost of labor, materials, & equipment

(4) All meters in new developments shall have remote radio read capability. The cost for remote read capability is \$200 per meter, which is in addition to the fees listed above.

b. Water Service, Construction Work, Temporary Service (Reference: Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.22)

(1) The monthly meter service charge on all hydrant and construction meters shall be as follows:

(a) 3/4" meter	\$6.00 per month
(b) 3" meter	\$62.00 per month
(c) 4" meter	\$97.00 per month
(d) 6" meter	\$194.00 per month

(2) All hydrant and construction meter accounts will accrue charges for minimum monthly consumption on the following amounts, whether or not this amount of water is actually used.

(a) 3/4" meter	1,000 cu ft.
(b) 3" meter	2,800 cu ft.
(c) 4" meter	4,000 cu ft.
(d) 6" meter	6,000 cu ft.

- (3) Failure to Report Hydrant or Construction Meter Reading shall cause a \$60.00 charge for each month that a reading is not reported (Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.22). This charge is in addition to service charges and water usage charges.
- c. Water System Facilities Fee (Reference Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.54)

Facilities Fees shall be as follows:

(1) Residential

The facilities fee will be based on the water meter size required to meet the indoor demand (excluding fire service demand) and outdoor demand of the residence as determined by the City. The meter that is installed may be larger than the meter facilities fee that is charged if the service is combined with a private fire service. For multi-family complexes, the facilities fee will be based on the water meter size required to meet the indoor demand for each dwelling unit, as determined by the City, regardless of the arrangement of water meters or meter sizes at the premises.

(a)	5/8" meter	\$6,484.00
(b)	3/4" meter	\$9,730.00
(c)	1" meter	\$16,210.00

(2) Non-residential, each separate irrigation service, and each residential unit with meter size larger than 1"

(a)	5/8" meter	\$6,484.00
(b)	3/4" meter	\$9,730.00
(c)	1" meter	\$16,210.00
(d)	1 ½" meter	\$32,420.00
(e)	2" meter	\$51,870.00
(f)	3" meter	\$103,740.00
(g)	4" meter	\$162,100.00
(h)	6" meter	\$324,200.00
(i)	8" meter	\$518,720.00
(j)	10" meter	\$745,660.00

(3) Fire Service, per service regardless of size

\$6,484.00

d. Meter Services Charges Inside City (Reference: Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.60)

- (1) The bimonthly standard meter service charge for all meters (except temporary service for construction work) inside the City, based on size of meter, shall be as follows:

Eff. Oct 1, 2017

(a)	5/8" meter	\$20.00
(b)	3/4" meter	\$27.19
(c)	1" meter	\$41.19
(d)	1 ½" meter	\$90.19
(e)	2" meter	\$158.75
(f)	3" meter	\$400.63
(g)	4" meter	\$793.63
(h)	6" meter	\$1,400.00
(i)	8" meter	\$1,938.13
(j)	10" meter	\$2,334.25

The bimonthly standard meter service charge for all meters outside the City (except for temporary service for construction work), based on size of meter, shall include a 15% surcharge and be as follows:

Eff. Oct 1, 2017

(a)	5/8" meter	\$23.00
(b)	3/4" meter	\$31.27
(c)	1" meter	\$47.37
(d)	1 ½" meter	\$103.72
(e)	2" meter	\$182.56
(f)	3" meter	\$460.72
(g)	4" meter	\$912.67
(h)	6" meter	\$1,610.00
(i)	8" meter	\$2,228.85
(j)	10" meter	\$2,684.39

(2) Exemption for Low Income:

Notwithstanding any other provision of Hayward Municipal Code, Chapter 11, Article 2, the low income meter service charge shall be imposed by this subsection upon any customer that:

- (a) meets the City income guidelines as defined in the All City Department section of the Master Fee Schedule and
- (b) files with the Revenue Division of the Finance Department a discount application and adequate documentary evidence showing that the applicant comes within the provision of subparagraph (a).

The bimonthly low income meter service charge for 5/8" meters inside the City, shall be as follows:

Eff. Oct 1, 2017

- | | | |
|-----|------------------------|--------|
| (a) | 5/8" meter, low income | \$7.00 |
|-----|------------------------|--------|

The bimonthly low income meter service charge for 5/8" meters outside of the City, shall include a 15% surcharge and be as follows:

Eff. Oct 1, 2017

- | | | |
|-----|------------------------|--------|
| (a) | 5/8" meter, low income | \$8.05 |
|-----|------------------------|--------|

- (3) The water usage charge based on the number of cubic feet of water supplied during each billing period shall be as follows:

Single Family Residential

Cost Per CCF of Metered Water Consumption

Inside City of Hayward

1 – 8 ccf (hundred cubic feet)	\$5.80
9 – 25 ccf	\$7.14
Over 25 ccf	\$8.41

Outside City of Hayward
(includes 15% surcharge)

1 – 8 ccf	\$6.67
9 – 25 ccf	\$8.21
Over 25 ccf	\$9.67

2 – 4 Dwelling Units. Per dwelling unit, based on average usage per dwelling unit

Cost Per CCF of Metered Water Consumption

Inside City of Hayward

1 – 8 hundred cubic feet (ccf)	\$6.43
9 – 25 ccf	\$7.15
Over 25 ccf	\$8.52

Outside City of Hayward
(includes 15% surcharge)

1 – 8 ccf	\$7.39
9 – 25 ccf	\$8.22
Over 25 ccf	\$9.80

Multi-Family Residential (five or more dwelling units per account). Per dwelling unit, based on average usage per dwelling unit

Cost Per CCF of Metered Water Consumption

Inside City of Hayward

1 – 8 hundred cubic feet (ccf)	\$6.97
9 – 20 ccf	\$7.23
Over 20 ccf	\$7.94

Outside City of Hayward
(includes 15% surcharge)

1 – 8 ccf	\$8.02
9 – 20 ccf	\$8.31
Over 20 ccf	\$9.13

Non-Residential

Cost Per CCF of Metered Water Consumption

Inside City of Hayward

1 – 200 ccf	\$6.95
Over 200 ccf	\$8.29

Outside City of Hayward
(includes 15% surcharge)

1 – 200 ccf	\$7.99
Over 200 ccf	\$9.53

Note: hundred cubic feet = approximately 748 gallons of water

- e. Fire Service Connections Inside City (Reference: Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.39)

The fire service charge per each billing period shall be as follows:

1. 2" and smaller fire service connection	\$25.00
2. 4" fire service connection	\$29.00
3. 6" fire service connection	\$42.00
4. 8" fire service connection	\$42.00
5. 10" fire service connection	\$50.00

- f. Fire Service Connections Outside City (Reference: Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.41)

The fire service charge per each billing period shall include a 15% surcharge and be as follows:

1.	2" and smaller fire service connection	\$28.75
2.	4" fire service connection	\$33.35
3.	6" fire service connection	\$48.30
4.	8" fire service connection	\$48.30
5.	10" fire service connection	\$57.50

- g. Fire Flow Test. A charge of \$326 shall be applied for each fire flow test.

- h. A 50% surcharge on water usage and a domestic sewer service charge shall be applied in the event that a fire service connection is used for any purpose other than those specifically identified in the Hayward Municipal Code, Chapter 11, Article 2, Section 11-2.20, that is, for extinguishing fires or authorized testing of the fire protection system(s).

- i. Other Water System Fees and Charges

Account Establishment Fee	\$70.00
After-Hours Meter Activation Fee	\$72.00
Meter Lock Fee	\$92.00
Meter Removal Fee	\$90.00
Meter Test Fee (up to 1-inch meter)	\$223.00
Meter Test Fee (1 1/2-inch to 2-inch meter)	\$295.00
Meter Test Fee (3-inch meter and larger)	\$367.00
Noticing Fee	\$6.00

- j. Special Billings

1.	Special Requests for Water Billing	
	(a) Base Rate Services	\$26.00
	(b) Each Additional Meter	\$9.00

- k. Development Plan Review

Residential	\$67.00
Commercial	\$112.00
Industrial	\$179.00

3. STORMWATER SYSTEM SERVICE CHARGES

(Charges authorized upon effective date of Stormwater Management and Urban Runoff Control Program Ordinance Implementing Hayward Municipal Code Chapter 11, Article 5) (Reference: Hayward Municipal Code Section 11-5.53)

a. Stormwater Service Charges

	(1)	(2)	(3)
Land Use Category Description	Minimum Parcel Size (Acre)	Runoff Factor	Service Charge/Runoff Acre/Year
Commercial/Industrial	0.25	0.80	\$338.32
Parking Lots	0.25	0.80	\$285.60
Utilities	0.25	0.80	\$285.60
Institutional/Apartments	0.25	0.60	\$285.60
Condominium	#	0.60	\$285.60
Single Family up to 4 -Plex	0.25	0.40	\$285.60
Single Family Ranches	0.25	0.40	\$285.60
Vacant Land (Utilized)	10	0.01	\$285.60
Vacant Land (Non-utilized)	17	0.00	\$285.60
Owned by Government	0.25	0.40*	\$285.60
Parcels w/o Valuation			
Utilities on Leased Land			
Cemeteries			
Common Area			

NOTES:

(1) LUF = Land Use Factor coding system utilized by Alameda County Flood Control

(2) Minimum Parcel Size is the minimum size on which charges are calculated

(3) Runoff Factor is the ratio between impervious surface area and total surface area as determined by the Alameda County Flood Control District

Condominium parcel size is determined by dividing the parcel size by the total number of units.

* Or as determined

Rate Formula: Service Charge per year = PARCEL SIZE x RUNOFF FACTOR x SERVICE CHARGE/RUNOFF ACRE/YEAR

b. Stormwater Treatment Measure Inspection	\$352.00
c. Stormwater Facility Inspection	
Industrial (under State Permit)	\$303.00
Industrial (not under State Permit)	\$303.00
Restaurant	\$196.00
Commercial	\$165.00

The stormwater facility inspection fee will be waived if the inspection does not result in an adverse finding for the property and the potential for pollutant discharge is nonexistent.

4. LOW INCOME REFUSE SERVICE RATES

A residential subscriber shall receive a discount in the amount of \$8.22 per month for refuse service for a single-unit dwelling based on the following:

- a. The subscriber meets the City income guidelines as defined in the All City Department section of the Master Fee Schedule and
- b. The subscriber files with the Revenue Division of the Department of Finance a discount application and adequate documentary evidence showing that the subscriber comes within the provision of subparagraph (a).

5. SOLID WASTE PLAN REVIEW FEES

a. Development Plan Review

Single Family or Remodel	\$	50.00
Tract Development	\$	160.00

Commercial/Industrial

Tenant Improvement w/ Trash Enclosure	\$	120.00
Tenant Improvement w/o Trash Enclosure	\$	80.00

Mixed Use (Commercial & Residential)	Actual cost
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Glossary of Terms

The following description of fee charges has been prepared for your convenience. If you have any questions regarding fee charges, please feel free to discuss them with a member of the City staff.

Annexation Fees:

Charges for time and material costs involved in processing applications for the annexation of property to the City.

Compliance Services Fees:

Charges imposed to defray the City's labor and materials cost of assuring compliance with specific City ordinances such as weed abatement.

Inspection Fees:

Charges related to the physical inspection of facilities, buildings, sites, equipment, etc.

Licenses and Permit Fees:

Charges imposed to defray the cost incurred in processing applications for licenses and permits which authorize the holder to engage in a specific function or activity, and include the costs of assuring compliance with related conditions and regulations.

Penalty Fees and Fines:

Charges imposed for non-compliance with specific City requirements.

Plan Check Fees:

Charges for time and materials costs for the detailed inspection of plans submitted to the City for review.

Rental Fees:

Charges for use of City facilities and services.

Service Fees:

Charges for time and materials costs incurred by the City in the course of providing those services for which fees or charges are not otherwise specifically set forth.

Special Services Fees:

Charges for time and materials costs incurred by the City in the course of providing extraordinary services.



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: PH 18-027

DATE: March 27, 2018

TO: Mayor and City Council

FROM: Finance Director

SUBJECT

Public TEFRA Hearing as Required by the Internal Revenue Code of 1986, and Adoption of a Resolution Approving the Issuance of the California Municipal Finance Authority Multifamily Housing Revenue Bonds for the Purpose of Financing or Refinancing the Acquisition, Rehabilitation, Improvement and Equipping of Park Manor Apartments (Hearing Continued to April 3, 2018)