

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

INTRODUCED BY COUNCILMEMBER GALLO, COUNCILMEMBER JENKINS,
AND COUNCILMEMBER KAPLAN

A RESOLUTION:

- (1) **AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND ENTER INTO TWO RELOCATION AGREEMENTS: ONE WITH BECKER BOARDS, L.L.C. (“BECKER”) AND ONE WITH OUTFRONT FOSTER INTERSTATE LLC (“OFI”), WITH EACH AGREEMENT INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (A) ALLOWING BECKER AND OFI TO REMOVE AND WAIVE ITS RESPECTIVE RIGHTS TO JUST COMPENSATION TO CERTAIN EXISTING ADVERTISING SIGN FACES AT VARIOUS LOCATIONS IN THE CITY OF OAKLAND IN EXCHANGE FOR BECKER’S AND OFI’S CONSTRUCTION OF UP TO FIVE NEW DOUBLE-SIDED DIGITAL ADVERTISING SIGNS EACH ON PRIVATE PROPERTY; (B) REQUIRING BECKER AND OFI TO EACH MAKE ANNUAL PAYMENTS TO DESIGNATED NONPROFITS AND THE CITY; AND (C) OTHER SUBSTANTIVE TERMS; AND**
- (2) **ADOPTING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS**

WHEREAS, Becker Boards, L.L.C., a California limited liability company (“Becker”), and Outfront Foster Interstate LLC, a Delaware limited liability company (“OFI”), in exchange for the City's approval of certain relocation agreements (each a “Relocation Agreement”), which would entail approvals of new digital Advertising Signs and the removal of existing Advertising Signs (as defined in Oakland Planning Code Section 17.10.850) faces, would each waive their rights to just compensation related to the removal of existing Advertising Sign faces, including with respect to all real property and personal property interests related thereto, thereby eliminating various Advertising Sign faces within the City at no cost to the City; and

WHEREAS, all the Becker Removal Advertising Sign Faces (as defined below) will be removed by Becker at its sole cost and expense; and

WHEREAS, all the OFI Removal Advertising Sign Faces (as defined below) will be removed by OFI at its sole cost and expense; and

WHEREAS, one Relocation Agreement would permit Becker to construct and operate five new double-sided digital Advertising Signs, on private property in the Permitted Becker Advertising Sign Locations (as defined below); and

WHEREAS, one Relocation Agreement would permit OFI to construct and operate five new double-sided digital Advertising Signs, on private property in the Permitted Becker Advertising Sign Locations (as defined below); an

WHEREAS, the private agreements Becker and OFI hold with the underlying property owners of the properties described in the Permitted Becker Sign Locations and the Permitted OFI Sign Locations will comply with all laws, including, without limitation, the Subdivision Map Act; and

WHEREAS, the Becker Removal Advertising Sign Faces and the OFI Removal Advertising Sign Faces will collectively remove fifty (50) Advertising Sign faces from various locations around the City of Oakland in exchange for constructing a total of ten (10) new double-sided digital Advertising Signs resulting in a net decrease in the number of Advertising Signs in the City; and

WHEREAS, the proposed Relocation Agreements shall comply with the existing City regulations that permit relocated and wholly reconstructed Advertising Signs pursuant to a Relocation Agreement; and

WHEREAS, given the current economic state of the City related to post COVID-19 pandemic pressures and other factors, the City Council desires to generate new economic activity in areas of the City along freeway corridors, and to use new Advertising Signs to display public service messages, provide advertising for hard-hit small businesses and for business districts, and to provide revenue streams for community health clinics and other beneficiaries; and

WHEREAS, the City will receive a one-time payment of a total of One Million Five Hundred Thousand Dollars (\$1,500,000), paid immediately upon the commencement of operation of each Advertising Sign built pursuant to the Relocation Agreements, at a rate of One Hundred Fifty Thousand Dollars (\$150,000) per Advertising Sign constructed; and

WHEREAS, the projected financial benefit to the beneficiaries as proposed in this Resolution could exceed Sixty-Eight Million Dollars (\$68,000,000) over the life of the Relocation Agreements; and

WHEREAS, each of ten (10) Advertising Signs proposed through the Relocation Agreements would produce an annual average of over One Hundred Sixty-Eight Thousand Dollars (\$168,000) in public benefits per sign over the life of the Relocation Agreements; and

WHEREAS, the City will receive annual average revenue of over Five Hundred Sixty Thousand Dollars (\$560,000) per year over the life of the Relocation Agreements; and

WHEREAS, on May 23, 2023, this Resolution came before the Community & Economic Development (CED) Committee at a duly noticed meeting; and now, therefore be it

RESOLVED: that the City Council authorizes the City Administrator to negotiate and execute one Relocation Agreement with Becker (the “Becker Agreement”) that would: (1) allow Becker to remove twenty-five (25) existing Advertising Sign faces to be owned and removed by Becker at the locations in the City of Oakland identified in Exhibit A attached hereto (the “Becker Removal Advertising Sign Faces”), and provide for the waiver of Becker's rights to just compensation for such removal, including with respect to all real property and personal property interests related thereto, in exchange for allowing Becker to construct and operate a maximum of five (5) new double-sided digital advertising signs, on private property to be chosen by Becker, as identified in Exhibit C (the “Permitted Becker Advertising Sign Locations”), and (2) require Becker to make annual payments to the City and various organizations or entities as described in Exhibit E attached hereto (the “Required Becker Annual Payments”); and be it

FURTHER RESOLVED: that the City Council authorizes the City Administrator to negotiate and execute one Relocation Agreement with OFI (the “OFI Agreement”) that would: (1) allow OFI to remove twenty-five (25) existing Advertising Sign faces to be owned and removed by OFI at the locations in the City of Oakland identified in Exhibit B attached hereto (the “OFI Removal Advertising Sign Faces”), and provide for the waiver of OFI's rights to just compensation for such removal, including with respect to all real property and personal property interests related thereto, in exchange for allowing OFI to construct and operate a maximum of five (5) new double-sided digital advertising signs, on private property to be chosen by OFI, as identified in Exhibit D (the “Permitted OFI Advertising Sign Locations”), and (2) require OFI to make annual payments to the City and various organizations or entities as described in Exhibit F attached hereto (the “Required OFI Annual Payments”); and be it

FURTHER RESOLVED: that within ten (10) calendar days of any monetary payment of Required Becker Annual Payments or Required OFI Annual Payments becoming due, the respective paying party shall provide evidence of full payment remittance to the City as evidence that the Required Becker Annual Payment or Required OFI Annual Payment, as applicable, has been paid as agreed upon in the respective Relocation Agreements; and be it

FURTHER RESOLVED: that the Relocation Agreements shall require that Becker and OFI individually submit annual compliance reports to the City Administrator detailing how Becker and OFI are complying with the terms of their respective Relocation Agreement. The City Administrator is authorized to charge, and Becker and OFI shall pay, a reasonable compliance review fee to the City Administrator for review of the annual compliance report; and be it

FURTHER RESOLVED: that should either Becker or OFI fail to make any monetary payments to the designated recipients, including the Required Becker Annual Payments, or the Annual OFI Annual Payments, as applicable, or breach any other material covenants or sections of their respective Relocation Agreement with the City, that the City may enforce against the

breaching party, including the revocation of the right to maintain the offending Advertising Sign(s) at the expense of the breaching party, among other adequate remedies, as described in the each of the Relocation Agreements, and subject to notice, cure, and other limitations set forth in the Relocation Agreements; and be it

FURTHER RESOLVED: that either Becker or OFI may transfer to one another the right to construct any number of Permitted Becker Advertising Sign Locations and the Permitted OFI Advertising Sign Locations such that both Becker and OFI may each build a total of five (5) double-sided digital Advertising Signs; and be it

FURTHER RESOLVED: the term of the Becker Agreement and the term of the OFI Agreement shall each be thirty-one (31) years, one ten (10) year option to extend, to the extent that for such time periods in their respective Relocation Agreements, Becker and OFI are able to hold agreements permitted by its respective Relocation Agreement to operate digital Advertising Signs at the applicable private property locations identified as a Permitted Becker Advertising Site Location or Permitted OFI Advertising Site Location, as applicable, with the ability to construct and operate like digital Advertising Signs at substitute locations should Becker or OFI be unable to negotiate, maintain, or extend agreements for any particular site, so long as the substitute Advertising Sign location is listed in Exhibit C attached hereto or Exhibit D attached hereto, as applicable, and subject to all other terms and conditions in this Resolution and in the applicable Relocation Agreement; and be it

FURTHER RESOLVED: the Relocation Agreements shall require that Becker and OFI to confirm that the contracting private property owners, including any successors and assigns, have notice that: (1) they are required to have both actual and constructive notice of the terms of the applicable Relocation Agreement, (2) they have been reasonably advised by Becker or OFI, as applicable, to seek attorney review of both the Relocation Agreement and any lease or other agreement for, or related to, the placement of the Advertising Sign on their property, (3) that all such leases and agreements must comply with applicable law, including the Subdivision Map Act, (4) any agreement facilitating the placement of the Advertising Sign may be for a term for forty-one (41) years; (5) they may have to pay transfer tax for such lease or agreement related to erection of a long-term Advertising Sign on their property, and (6) they may need lender consent if their property is encumbered by a mortgage or deed of trust; and be it

FURTHER RESOLVED: that the Required Becker Annual Payments made by Becker to the City and the designated nonprofit organizations or entities as described in Exhibit E attached hereto shall increase by four and one-half percent (4.5%) starting at a date eleven (11) years following the completion of construction for each Advertising Sign built by Becker, and at the beginning of each five (5) year anniversary thereafter (e.g., years 11, 16, 21, etc.), as described in Exhibit C attached hereto; and be it

FURTHER RESOLVED: that the Required OFI Annual Payments made by OFI to the City and the designated nonprofit organizations or entities as described in Exhibit F attached hereto shall increase by four and one-half percent (4.5%) starting at a date eleven (11) years following the completion of construction for each Advertising Sign built, and at the beginning of each five

(5) year anniversary thereafter (e.g., years 11, 16, 21, etc.), as described in Exhibit D attached hereto; and be it

FURTHER RESOLVED: that one guaranteed digital advertising spot per rotation on each of the Becker digital Advertising Sign faces built in the Permitted Becker Advertising Sign Locations shall be made available, free of charge, to the City and the organizations and entities as described in Exhibit G attached hereto; and be it

FURTHER RESOLVED: that one guaranteed digital advertising spot per rotation on each of the OFI digital Advertising Sign faces built in the Permitted OFI Advertising Sign Locations shall be made available, free of charge, to the City and the organizations and entities as described in Exhibit H attached hereto; and be it

FURTHER RESOLVED: prior to construction of, and after the issuance of building permits for, each Advertising Sign proposed in the Permitted Becker Advertising Sign Locations, and subject to the City Administrator's acceptance, or reasonable amendments, to the figures and methodology described in Exhibit I attached hereto, Becker shall pay a one-time climate offset fee to the City for each of the Advertising Signs proposed in the Permitted Becker Advertising Sign Locations in the amount of Eleven Thousand Twenty-Seven Dollars and Eighty Cents (\$11,027.80) per Advertising Sign, which would offset one hundred percent (100%) of all carbon emissions for the life of the Advertising Sign, for a total of Fifty-Five Thousand One Hundred Thirty-Nine Dollars (\$55,139), as described in detail in Exhibit I attached hereto; and be it

FURTHER RESOLVED: prior to construction of, and after the issuance of building permits for, each Advertising Sign proposed in the Permitted OFI Advertising Sign Locations, and subject to the City Administrator's acceptance, or reasonable amendments, to the figures and methodology described in Exhibit I attached hereto, OFI shall pay a one-time climate offset fee to the City for each of the Advertising Signs proposed in the Permitted OFI Advertising Sign Locations in the amount Eleven Thousand Twenty-Seven Dollars and Eighty Cents (\$11,027.80) per Advertising Sign, which would offset one hundred percent (100%) of all carbon emissions for the life of the Advertising Sign, for a total of Fifty-Five Thousand One Hundred Thirty-Nine Dollars (\$55,139), as described in detail in Exhibit I attached hereto; and be it

FURTHER RESOLVED: if any tree is removed from any property in relation to any of the new Advertising Signs proposed the Permitted Becker Advertising Sign Locations and/or the Permitted OFI Advertising Sign Locations, the tree removal must comply with Oakland Municipal Code ("O.M.C.") Chapter 12.36, but at minimum, the removing party shall replace the removed tree by planting at least three (3) new City-approved trees in a location subject to the discretion of the City Administrator. In addition, any substantial pruning of any tree, whether prior to construction of an Advertising Sign or at any point after the construction of an Advertising Sign, shall be approved by the City Administrator and be in compliance with O.M.C. Chapter 12.36; and be it

FURTHER RESOLVED: that each digital sign panel for each of the Advertising Signs to be built by Becker in the Permitted Becker Advertising Sign Location, and for each of the Advertising Signs to be built by OFI in the Permitted OFI Advertising Sign Location shall (1)

utilize energy efficient LED technology, and (2) have a decorative pole cover subject to review and approval by the City Administrator; and be it

FURTHER RESOLVED: that this Resolution serves as the City’s written permission for the purposes of Becker and OFI filing for outdoor advertising permits from the California Department of Transportation (CalTrans) for the construction of the Advertising Signs described in Exhibit C attached hereto and Exhibit D attached hereto; and be it

FURTHER RESOLVED: that prior to the construction of any of the Advertising Signs described in the Permitted Becker Advertising Sign Locations or the Permitted OFI Advertising Sign Locations, as applicable, Becker and OFI shall obtain all necessary building permits from the City of Oakland for each of the Advertising Signs to be constructed and shall demonstrate compliance with the Subdivision Map Act; and be it

FURTHER RESOLVED: that Becker and OFI shall each pay the City of Oakland a one-time fee in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for each Advertising Sign constructed in the Permitted Becker Advertising Sign Locations and the Permitted OFI Advertising Sign Locations, each paid at the commencement of operation of each Advertising Sign, for a total one-time payment to the City of One Million Five Hundred Thousand Dollars (\$1,500,000); and be it

FURTHER RESOLVED: upon entering into the Relocation Agreements with the City Administrator, Becker and OFI shall each pay Twenty-Five Thousand Dollars (\$25,000) to the Planning and Building Department, for a total of Fifty Thousand Dollars (\$50,000), to cover City expenses associated with the review and issuance of building permits for the signs proposed to be built in the Permitted Becker Advertising Sign Locations and the Permitted OFI Advertising Sign Locations. The City Council authorizes the City Administrator or their designee to accept, deposit, and appropriate the above funds in the amount of Fifty Thousand Dollars (\$50,000), due to the Planning and Building Department, in the Development Services Fund (2415); and be it

FURTHER RESOLVED: should any of the non-City payee designees described in Exhibit E attached hereto or Exhibit F attached hereto cease to exist, dissolve, are rendered insolvent, or are in any other way unable or deemed unfit to receive their portion of the Required Becker Annual Payments or the Required OFI Annual Payments, as applicable (the “Expired Payee Designee”), then such portion of the monetary payments, otherwise designated for the Expired Payee Designee, shall instead be paid to the City Administrator for the then remaining term of the applicable Relocation Agreement; and be it

FURTHER RESOLVED: should Becker or OFI be required or desire to change a non-City payee designee listed in Exhibit E attached hereto or Exhibit F attached hereto, then the City Council shall review and approve any new or substitute non-City payee designee. The City Council has sole and absolute discretion in determining whether a non-City payee designee shall be removed and/or whether a new or substitute non-City payee designee shall be appointed; and be it

FURTHER RESOLVED: should any of the non-City entities described in Exhibit G attached hereto or Exhibit H attached hereto cease to exist, dissolve, are rendered insolvent, or are in any other way unable to receive their portion of the free advertising described in Exhibit G or Exhibit H (the “Expired Entity”), then such portion of the free advertising, otherwise designated for the Expired Entity, shall instead be provided to the City Administrator or to the City Council’s designee for the then remaining term of the applicable Relocation Agreement; and be it

FURTHER RESOLVED: should Becker or OFI be required or desire to change a non-City Entity listed in Exhibit G attached hereto or Exhibit H attached hereto, then the City Council shall review and approve any new or substitute non-City nonprofit entity. The City Council has sole and absolute discretion in determining whether such a nonprofit entity shall be removed and/or whether a new or substitute nonprofit entity shall be appointed; and be it

FURTHER RESOLVED: that the City will agree to cooperate with Becker and OFI to process building permits after the Relocations Agreements have been fully executed by all parties and Becker and OFI have fully satisfied any conditions precedent to receiving any such permits; and be it

FURTHER RESOLVED: that each of the Advertising Signs to be built by Becker in the Permitted Becker Advertising Sign Locations and each of the Advertising Signs to be built by OFI in the Permitted OFI Advertising Sign Locations shall be exempt from design review requirements, if applicable; and be it

FURTHER RESOLVED: nothing herein signifies that the City has determined that agreements entered into as a result of this Resolution, including the Relocation Agreements, comply with the Subdivision Map Act, and nothing in this Resolution authorizes any non-compliance with the Subdivision Map Act; and be it

FURTHER RESOLVED: That the City Council authorizes the City Administrator to accept, deposit, and appropriate the payments described herein, with the exception to the payments due to the Planning and Building Department, into the City’s General Purpose Fund (1010); and be it

FURTHER RESOLVED: the proposed Relocation Agreements rely on the previous set of applicable California Environmental Quality Act (“CEQA”) documents including: the Coliseum Area Specific Plan Environmental Impact Report (“EIR”) (2015); Broadway Valdez Specific Plan EIR (2014); West Oakland Specific Plan EIR (2014); Central Estuary Area Plan EIR (2013); Land Use and Transportation Element of the General Plan EIR (1998); the Oakland Estuary Policy Plan EIRs (1999, 2006) and Supplemental EIR (2013); the Redevelopment Area EIRs- West Oakland (2003), Central City East (2003), Coliseum (1995), and Oakland Army Base (2002); and various Redevelopment Plan Final EIRs (collectively, “Previous CEQA Documents”. No further environmental review is required under CEQA Guidelines Sections 15162 and 15163. Moreover, each as a separate and independent basis, the Relocation Agreements are also exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Sections 15183 (projects consistent with General Plan and Zoning) and 15061(b)(3) (general rule, no significant

effect on the environment). In addition, the Relocation Agreements are exempt pursuant CEQA Guidelines Sections 15301 (Existing Facilities); 15302 (Small Structures); 15303 (Minor Alterations to Land) and 15332 (Infill Development Projects). No exceptions to these exemptions apply. The proposed Advertising Signs are in areas within the City on existing highway corridors not deemed to be a Landscaped Freeway by the California Department of Transportation (“CalTrans”), and are in areas already highly urbanized. Furthermore, these Advertising Signs to be allowed under the Relocation Agreements will only be allowed in conformance with state law, and subject to outdoor advertising application approval from the CalTrans Office of Outdoor Advertising as to design, sightline and driver safety considerations. Each of the foregoing provides a separate and independent basis for a CEQA exemption and when viewed collectively provides an overall basis to support the finding that this project is exempt from CEQA; and be it

FURTHER RESOLVED: that the City Council hereby directs the City Administrator to either (a) within one hundred and twenty (120) days of adoption of this Resolution, negotiate and execute mutually acceptable Relocation Agreements with Becker and OFI and such other additions, amendments or other modifications to the foregoing documents that the City Administrator, in consultation with the City Attorney’s Office, determines are in the best interests of the City provided that the terms and conditions of the Relocation Agreements are in substantial compliance with the terms and conditions contemplated in this Resolution with respect to, among other specifications, the number and location of new and removed Advertising Signs, term of the Agreement, and monetary payments, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transactions contemplated by this Resolution, or (b) return to City Council with an informational report on the status of negotiations. The City Administrator is further authorized to negotiate and execute such other documents as necessary or appropriate, in consultation with the City Attorney’s Office, to implement the Relocation Agreements in order to consummate the transaction in accordance with this Resolution, or to otherwise effectuate the purpose of this Resolution and its basic purposes.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES – FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND
PRESIDENT FORTUNATO BAS

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
ASHA REED
City Clerk and Clerk of the Council of the
City of Oakland, California

Exhibit A

Becker Removal Advertising Sign Faces

List of Becker Removal Advertising Sign Faces to be removed from the City at by Becker at its sole expense (such list may be updated by Becker so long as the total number and size of faces to be removed remains identical).

	Unit	Location	Facing
1)	4227	13Th Ave NI 100' E/O & E 18Th St	NE
2)	4219	14Th Ave N/O 27Th St W/S	E
3)	4220	14Th Ave NI 25' W/O & E 27Th St	W
4)	4180	14Th St NI 100' W/O Mlk Jr & Way	W
5)	4181	14Th St NI 100' W/O Mlk Jr & Way	W
6)	4382	66Th Ave SI 100' E/O & San Leandro Bl	E
7)	4383	66Th Ave SI 100' E/O & San Leandro Bl	W
8)	4236	Foothill Blvd EI 200' N/O & Fruitvale	SE
9)	4237	Foothill Blvd EI 200' N/O & Fruitvale	SE
10)	4248	Foothill Blvd & 57Th Ave & S.W.	E
11)	4249	Foothill Blvd & 57Th Ave & S.W.	W
12)	4246	Foothill Blvd & Congress & N.W.	E
13)	4376	High St 75 ft E/O San Leandro Blvd N/S	SW
14)	4377	High St 75 ft E/O San Leandro Blvd N/S	NE
15)	4247	Foothill & Fairfax	N
16)	4148	54Th St NI E/O Lowell	W
17)	4100	San Pablo EI N/O 59Th St	S
18)	4199	San Pablo EI N/O 59Th St	S
19)	4254	Seminary & Fortune, S.E & .	SW
20)	4385	Seminary SI 50' E/O & San Leandro	E
21)	4384	Seminary WI 50' E/O & San Leandro	W
22)	4124	W Macarthur SI 250' W/O & West	W
23)	4125	W Macarthur SI 250' W/O & West	E
24)	4118	West. N/O Mac Arthur E/S	S
25)	4119	West. N/O Mac Arthur E/S	S

Exhibit B

OFI Removal Advertising Sign Faces

List of OFI Removal Advertising Sign Faces to be removed from the City by OFI at its sole expense (such list may be updated by OFI so long as the total number and size of faces to be removed remains identical).

	Unit	Location	Facing
1.	4178	MLK & 19th Ave	N
2.	4179	MLK & 19th Ave	S
3.	4407	98Th Ave S/O Railroad E/S	NE
4.	4408	98Th Ave S/O Railroad E/S	NE
5.	4409	98Th Ave S/O Railroad E/S	SW
6.	4410	98Th Ave S/O Railroad E/S	SW
7.	4272	90Th Ave NI 100' W/O & Mac Arthur	E
8.	4273	90Th Ave NI 100' W/O & Mac Arthur	E
9.	4234	23rd Ave & 23rd St	W
10.	4238	Foothill & 40th Ave	N
11.	4357	98th 100 E/O San Leandro Blvd	W
12.	4358	98th 100 E/O San Leandro Blvd	E
13.	4304	E14th 50 13th Ave	S
14.	4373	E14th 13th Ave	N
15.	4258	Macarthur & 75 th	S
16.	4302	International Blvd El 300' S/O & 11Th Ave	NW
17.	4303	International Blvd El 300' S/O & 11Th Ave	NW
18.	4379	E 12th & 51 st	N
19.	4279	Macarthur Blvd, 350' S/O Green Acre Rd.	W
20.	4341	E 14th & 88th Ave	S
21.	4022	7th & Center	W
22.	4023	7th & Center	W
23.	4024	7th & Center	E
24.	4025	7th & Center	E
25.	4054	Adeline & 24 th	S

Exhibit C

Permitted Becker Advertising Sign Locations

Only five (5) of the following to be built:

- 1) Sign A - 3401 EAST 8TH STREET, OAKLAND 94601, APN 33-2201-7-1 - Sign Face Size 14'h x 48'w – Back-to-back double-sided digital display, height less than or equal to 75' above highway grade level
- 2) Sign B - 1005 7TH STREET, OAKLAND 94607, APN 4-19-3-3– Size 14'h x 48'w – “V” build, height less than or equal to 75' above highway grade level, double-sided digital display
 - a. Alternate for 1005 7th street: 1035 7TH STREET, OAKLAND 94607, APN 4-19-4-3– Size 14'h x 48'w – “V” build, height less than or equal to 75' above highway grade level, double-sided digital display. Note: only one of either 1005 7th street or 1035 7th street can be built due to Caltrans spacing, and not both.
- 3) Sign C - 1357 5TH ST, OAKLAND, CA 94607, APN 18-390-10-7 – Size 14'h x 48'w– “V” build, height less than or equal to 75' above highway grade level, double-sided digital display
- 4) Sign D - 8099 S COLISEUM WAY, OAKLAND 94621, APN 42-4328-8-1 – Size 20'h x 60'w – “V” build, height less than or equal to 85' above highway grade level, double-sided digital display
- 5) Sign E - 4701 OAKPORT ST, OAKLAND 94601, APN 34-2304-11-1 – Size 14h'x48w' or 20h'x60'w – “V” build, height less than or equal to 85' above highway grade level, double-sided digital display
 - a. Alternate for 4701 Oakport: 4417 OAKPORT ST, OAKLAND 94601, APN 34-2295-9-5 – Size 14'h x 48'w or 20'h x 60w' – “V” build, height less than or equal to 85' above highway grade level, double-sided digital display. Note: only one of either 4701 Oakport or 4417 Oakport can be built due to Caltrans spacing, and not both.

ALTERNATE LOCATIONS:

- 6) Alternate Becker Sign 1 - 2982 E 7TH ST, OAKLAND 94601, APN 25-670-14 - Size 14'h x 48'w– “V” build, height less than or equal to 75' above highway grade level, double-sided digital display,
- 7) Alternate Becker Sign 2 – 2754 E 7TH ST, OAKLAND 94601, APN 19-81-10-1 - Size 14'h x 48'w– “V” build, height less than or equal to 75' above highway grade level, double-sided digital display

Exhibit D

Permitted OFI Advertising Sign Locations

Only five (5) of the following to be built:

- 1) Sign F - 3650 MANDELA PARKWAY, OAKLAND 94608, APN 7-617-46-2 – Sign Face Size 14’h x 48’w – Back-to-back double-sided digital display, height less than or equal to 75’ above highway grade level
- 2) Sign G – 277 5TH STREET, OAKLAND, CA 94607, APN 1-153-3 – Sign Face Size 14’h x 48’w – Back-to-back double-sided digital display, height less than or equal to 75’ above highway grade level
- 3) Sign H -601 BRUSH STREET, OAKLAND, CA 94607, APN 1-223-4 – Sign Face Size 14’h x 48’w – Back-to-back double-sided digital display, height less than or equal to 75’ above highway grade level
- 4) Sign I - 3700 MANDELA PARKWAY, OAKLAND 94608, APN 7-617-47-2 – Sign Face Size 14’h x 48’w – Back-to-back double-sided digital display, height less than or equal to 75’ above highway grade level
- 5) Sign J -1001 22ND AVENUE, OAKLAND, CA 94606, APN 19-48-7 – Sign Face size 14’h x 48’w – Back-to-back double-sided digital display, height less than or equal to 75’ above highway grade level

ALTERNATE LOCATIONS

- 6) Alternate OFI Sign 1 - 4801 OAKPORT STREET, OAKLAND, CA 94601, APN 34-2300-14 - Sign Face Size 14’h x 48’w – Back-to-back double-sided digital display, height less than or equal to 75’ above highway grade level

Exhibit E

List of recipients of annual payments from Becker Advertising Signs:

- 1) **City of Oakland**, a municipal corporation, to its General Purpose Fund – \$250,000 per year, at \$50,000 per year from each of Signs A, B, C, D, and E and alternate locations as described on Exhibit C above with periodic increases for the term of the Becker Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of each of Signs A, B, C, D, and E, and alternate locations (for a total of 5 Signs), as described in Exhibit C above.
- 2) **Native American Health Center, Inc.**, a California nonprofit public benefit corporation - \$100,000 per year from Sign A, with periodic increases for the term of the Becker Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign A, or alternate location, as described in Exhibit C
- 3) **Asian Health Services**, a California nonprofit public benefit corporation - \$100,000 per year from Sign B, with periodic increases for the term of the Becker Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign B, or alternate location, as described in Exhibit C
- 4) **The West Oakland Health Council**, a California nonprofit public benefit corporation - \$100,000 per year from Sign C, with periodic increases for the term of the Becker Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign C, or alternate location, as described in Exhibit C
- 5) **La Clínica de la Raza, Inc.**, a California nonprofit public benefit corporation - \$100,000 per year from Sign D, with periodic increases for the term of the Becker Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign D, or alternate location, as described in Exhibit C
- 6) **Movement Strategy Center**, a California nonprofit public benefit corporation to its Career Technical Education Transitional Age Youth Hub - \$100,000 per year from Sign J, with periodic increases for the term of the Becker Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign J, or alternate location, as described in Exhibit C

Exhibit F

List of recipients of annual payments from OFI Advertising Signs:

- 1) **City of Oakland**, a municipal corporation, to its General Purpose Fund – \$250,000 per year, at \$50,000 per year from each of Signs F, G, H, I, and J with periodic increases for the term of the OFI Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of each of Signs F, G, H, I, and J, or alternate locations (for a total of 5 Signs), as described in Exhibit D
 - 2) **Native American Health Center, Inc.**, a California nonprofit public benefit corporation - \$100,000 per year from Sign F, with periodic increases for the term of the OFI Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign F, or alternate location, as described in Exhibit D
 - 3) **Oakland LGBTQ Community Center, Inc.**, a California nonprofit public benefit corporation to its Glenn Burke Wellness Center - \$100,000 per year from Sign G, with periodic increases for the term of the OFI Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign G, or alternate location, as described in Exhibit D
 - 4) **Roots Community Health Center**, a California nonprofit public benefit corporation - \$100,000 per year from Sign H, with periodic increases for the term of the OFI Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign H, or alternate location, as described in Exhibit D
 - 5) **Oakland School for the Arts**, a California nonprofit public benefit corporation - \$100,000 per year from Sign I, with periodic increases for the term of the OFI Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign I, or alternate location, as described in Exhibit D
 - 6) **Movement Strategy Center**, a California nonprofit public benefit corporation to its Career Technical Education Transitional Age Youth Hub - \$100,000 per year from Sign J, with periodic increases for the term of the OFI Agreement, paid in equal quarterly installments with the first installment commencing upon the beginning of the thirteenth (13th) month following the commencement of operation of Sign J, or alternate location, as described in Exhibit D
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Exhibit G

Listed organizations to share one guaranteed digital advertising spot per rotation on each of the Becker digital Advertising Sign faces built:

- 1) The Unity Council
- 2) Oakland African American Chamber of Commerce
- 3) Oakland Chinatown Chamber of Commerce, Inc.
- 4) Oakland Latino Chamber of Commerce
- 5) Oakland Vietnamese Chamber of Commerce
- 6) Oakland Metropolitan Chamber of Commerce
- 7) Black Cultural Zone Community Development Corporation
- 8) Visit Oakland
- 9) City of Oakland

Advertising content limitations shall be as follows: Each of the organizations 1-8 may use the free advertising space to promote Oakland-based small businesses, Oakland-based micro enterprises, Oakland-based/serving nonprofit organizations, and events related to their organizations. Visit Oakland may also use the free advertising space for Oakland branding and messaging, Oakland events, Business Improvement District messaging, community messaging including but not limited to messaging for the Oakland Community Messaging Collective, and workforce education and development organizations such Cypress Mandela, Rising Sun Center for Opportunity and others, and public service messaging. The City of Oakland may use its allocation of its messaging for City branding and emergency and public service messaging. None of the free advertising spots may be sold, resold, or directly monetized by any of the abovementioned organizations.

Exhibit H

Listed organizations to share one guaranteed digital advertising spot per rotation on each of the OFI digital Advertising Sign faces built:

- 1) The Unity Council
- 2) Oakland African American Chamber of Commerce
- 3) Oakland Chinatown Chamber of Commerce
- 4) Oakland Latino Chamber of Commerce
- 5) Oakland Vietnamese Chamber of Commerce
- 6) Oakland Metropolitan Chamber of Commerce
- 7) Black Cultural Zone Community Development Corporation
- 8) Visit Oakland
- 9) City of Oakland

Advertising content limitations shall be as follows: Each of the organizations 1-8 may use the free advertising space to promote Oakland-based small businesses, Oakland-based micro enterprises, Oakland-based/serving nonprofit organizations, and events related to their organizations. Visit Oakland may also use the free advertising space for Oakland branding and messaging, Oakland events, Business Improvement District messaging, community messaging including but not limited to messaging for the Oakland Community Messaging Collective, and workforce education and development organizations such Cypress Mandela, Rising Sun Center for Opportunity and others, and public service messaging. The City of Oakland may use its allocation of its messaging for City branding and emergency and public service messaging. None of the free advertising spots may be sold, resold, or directly monetized by any of the abovementioned organizations.

Exhibit I

Detailed description of Carbon Offset Fee for each Advertising Sign Built:

Average project annual power use for each double-sided digital Advertising sign is approximately 40,000 kilowatt hour(kWh)/year* = 40 megawatt hours(MWh)/year

PG&E Carbon Dioxide Emission Rates for Electricity usage is = .524lbs of CO₂ per kWh, or 524lbs per MWh**

40MWh/year/sign X 524lbs CO₂/MWh = 20,960lbs/year/sign

20,960lbs = 9.51 metric tonnes

The California Carbon Allowance, per the California Cap and Trade Program***, sets the prices for carbon offsets cost per metric tonne of carbon. The cost per metric tonne of carbon as of March 28, 2023 is \$28.99/tonne

9.51metrics tonnes X \$28.99/metric tonne = \$275.69/sign/year

40years X \$275.69 = **\$11,027.80**/sign to offset the carbon emissions for the life of the sign

* source: rounded up from the PG&E invoice dated 12/30/2022 for 1695 Eastshore Highway, double-sided digital Advertising sign location in Berkeley, CA, meter number 1006713273, calculated at an annual average daily usage of kWh/day multiplied by 365 days, = 96.36kWh/day average X 365 days = 35,171.4kWh/year Avg = 35.171MWh/year Avg. For purposes of this estimate, rounded up to 40,000 kWh/year = 40MWh/year

** source: PG&E report from
(<https://www.pge.com/includes/docs/pdfs/about/environment/calculator/assumptions.pdf>)

*** source: Spot price from CaliforniaCarbon.com as of April 3, 2023
(<https://carboncredits.com/carbon-prices-today/>)
