

# OAKLAND CITY COUNCIL

## RESOLUTION NO. \_\_\_\_\_ C.M.S.

INTRODUCED BY ~~COUNCILMEMBERS~~COUNCILMEMBER RAMACHANDRAN,  
AND ~~COUNCILMEMBER~~-GALLO

### A RESOLUTION:

(1) AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND ENTER INTO AN ADVERTISING SIGNS RELOCATION AGREEMENT WITH BECKER BOARDS, CALIFORNIA L.L.C. ("BECKER"), WITH SUCH AGREEMENT INCLUDING THE FOLLOWING: (A) ALLOWING BECKER TO ERECT UP TO FIVE NEW ADVERTISING SIGNS AT CERTAIN LOCATIONS ON PRIVATE PROPERTY IN EXCHANGE FOR BECKER CAUSING THE REMOVAL OF ELEVEN EXISTING ADVERTISING FACES AT VARIOUS LOCATIONS IN THE CITY BY DATES CERTAIN, WITH BECKER WAIVING ITS RIGHTS TO JUST COMPENSATION FOR THE REMOVED SIGNS; (B) REQUIRING BECKER TO MAKE PAYMENTS IN ADVANCE OF UP TO \$2,357,500 FOR FISCAL YEAR 2025/2026, AND ANNUAL PAYMENTS OF UP TO \$750,000 FOR A THIRTY-ONE YEAR TERM WITH ESCALATIONS, IN ADDITION TO PROVIDING OTHER FINANCIAL INCENTIVES TO THE CITY INCLUDING NEGOTIATED CARBON OFFSET AND BEAUTIFICATION FEES; AND

(2) ADOPTING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

~~(1) AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE TERMS AND ENTER INTO AN ADVERTISING SIGNS RELOCATION AGREEMENT WITH BECKER BOARDS, A CALIFORNIA L.L.C. ("BECKER"), WITH SUCH AGREEMENT INCLUDING THE FOLLOWING: (A) ALLOWING BECKER TO ERECT UP TO FIVE NEW ADVERTISING SIGNS AT CERTAIN LOCATIONS ON PRIVATE PROPERTY IN EXCHANGE FOR BECKER CAUSING THE REMOVAL OF ELEVEN EXISTING ADVERTISING FACES AT VARIOUS LOCATIONS IN THE~~

~~CITY BY DATES CERTAIN, WITH BECKER WAIVING ITS RIGHTS TO JUST COMPENSATION FOR THE REMOVED SIGNS; (B) REQUIRING BECKER TO MAKE PAYMENTS IN ADVANCE OF UP TO \$2,357,500 FOR FISCAL YEAR 2025/2026, AND ANNUAL PAYMENTS OF UP TO \$750,000 FOR A THIRTY-ONE YEAR TERM WITH ESCALATIONS, IN ADDITION TO PROVIDING OTHER FINANCIAL INCENTIVES TO THE CITY INCLUDING NEGOTIATED CARBON OFFSET AND BEAUTIFICATION FEES; AND~~

~~(2) ADOPTING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS~~

WHEREAS, Becker Boards, L.L.C., a California limited liability company (“Becker”), in exchange for the City's approval of a certain relocation agreement (“Relocation Agreement”), which would authorize new Advertising Signs and require removal of ~~eleven~~ existing Advertising ~~Sign~~Signs (as defined in Oakland Planning Code Section 17.10.850) faces, would waive its 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 within certain specified time periods; and

WHEREAS, the Relocation Agreement will require Becker to cause the removal of ~~eleven~~ Advertising Sign Faces (“Removal Advertising Sign Faces,”) ~~(as set forth in Exhibit B defined below)~~ at its sole cost and expense within specified time periods set forth in the Relocation Agreement but in no event later than fifteen (15) years from the Commencement Date of the first New Advertising Sign; and

WHEREAS, if Becker fails to meet the above 15-year time period, then Becker shall decommission one of their existing Advertising Signs that received approval through City Resolution No. 89771 C.M.S., provided that there will be no reduction in annual revenue to the City set forth in said Resolution and the subsequent Relocation Agreement, dated December 29, 2023 authorized though said Resolution; and

WHEREAS, the Relocation Agreement will permit Becker to construct and operate five new double-sided digital ~~or static or mixed~~ Advertising Signs (“New Advertising Sign”), on private property in the Permitted Becker Advertising Sign Locations (as defined below); and

~~WHEREAS, Becker shall endeavor to build digital faces wherever feasible, and may build static faces only where there are technical, legal, or other parameters that would impede the feasibility of a digital face; and~~

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

WHEREAS, as part of the Relocation Agreement, Becker volunteers to refrain from accepting any advertising promoting the use of weapons, tobacco, or firearms; and

**WHEREAS**, the Removal Advertising Sign Faces as described in Exhibit B will result in the removal of ~~up to eleven (11)~~ Advertising Sign faces in the City of Oakland at no additional cost to the City; and

**WHEREAS**, the proposed Relocation Agreement shall comply with the existing City regulations that permit New Advertising Signs pursuant to a Relocation Agreement; and

**WHEREAS**, given the current economic state of the City, the City Council desires to generate new economic activity in areas of the City along freeway corridors, and to use new advertising signs (as defined in Oakland Planning Code Section 17.10.850) to display public service messages, provide advertising for small businesses and for business districts, and to provide revenue streams for the City; and

**WHEREAS**, the City will receive up-front payments totaling an advanced payment up to ~~of a total of~~ One Million Five Hundred Thousand Dollars (\$1,500,000), paid immediately upon each commencement of operation date of each New Advertising Sign built pursuant to the Relocation Agreement, at a rate of ~~up to~~ Three Hundred Thousand Dollars (\$300,000) per Advertising Sign constructed ("Up-Front Payments"); and

WHEREAS, Becker is required to commence operations of each New Advertising Sign at least one (1) month prior to September 15, 2026, provided that if the City or Cal-Trans have not issued all required construction permits allowing Becker to commence operations by such date, and such delay is determined by the City to be of no fault of Becker's, then such date may be extended by Becker and the City by mutual agreement; and

**WHEREAS**, the City will additionally receive 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 up to Fifty-Five Thousand One Hundred Thirty-Nine Dollars (\$55,139), which shall be paid at least one (1) month prior to September 15, 2026 provided that if the City or Cal-Trans have not issued all required construction permits allowing Becker to commence operations by such date, and such delay is found to be of no fault of Becker's, then such date may be extended by Becker and the City by mutual agreement; and

**WHEREAS**, ~~in~~ addition to the ~~Up-Front Advanced~~ Payments and Carbon Offset fees, the City will additionally receive One Hundred and Fifty Thousand Dollars per New Advertising Sign, for a total of up to Seven Hundred Fifty Thousand Dollars (\$750,000), ~~every twelve (12)~~ months on the Anniversary of the Commencement Date of each New Advertising Sign, with exception of the second anniversary payment, which Becker is required to pay as part of its Up-Front Payment at the Commencement of Operation Date following commencement of operations, as well as Beautification Fees of up to Twenty-Seven Thousand Five Hundred ~~Dollars~~ Dollars (\$27,500), and any additional escalations, as well as a planning fee of Twenty Five Thousand dollars (\$25,000); resulting in an increase in revenue for the FY2025/2026 and FY2026/2027 budgets of approximately ~~budget of a combined~~ Two Million Three Hundred Thirty-Two ~~Fifty-Seven~~ Thousand Five Hundred Dollars (\$2,332,357,500); and

**WHEREAS**, each of five (5) Advertising Signs proposed through the Relocation Agreement would produce an annual average of over One Hundred Seventy Thousand Dollars (\$170,000) in public benefits, plus any escalations, per sign over the life of the Relocation Agreement; and

**WHEREAS**, the City will receive annual average revenue of ~~approximately up to~~ Eight Hundred Fifty Thousand Dollars (\$850,000) per year over the life of the Relocation Agreement; and

**WHEREAS**, local business and non-profit organizations will receive free advertising in an amount equivalent to an annual average of up to approximately Three Hundred Forty Thousand Dollars (\$340,000) per year over the life of the Relocation Agreement; and

**WHEREAS**, the projected financial benefit to the City as proposed in this Resolution is expected to exceed approximately Thirty-Five Million Dollars (\$35,000,000) over the life of the Relocation Agreement, as well as over Thirteen Million Dollars (\$13,000,000) in free advertising for a combined benefit to the City and its residents of ~~approximately over~~ Forty-Eight Million Dollars (\$48,000,000); and

**WHEREAS**, the State Business and Professions (B&P) Code section 5412 law authorizes municipalities to enter into relocation agreements to allow for the removal and construction of advertising signs under whatever terms and conditions acceptable to the parties so long as sign(s) are being removed and relocated; and

**WHEREAS**, the State Business and Professions (B&P) Code section 5443(b)(1) further states that nothing in the article prohibits a local governmental entity from entering into a relocation agreement for any purpose, including, but not limited to, those purposes provided in Section 5412; and

**WHEREAS**, Section 17.104.060 of the Planning Code allows the City Council to approve relocation agreements authorizing the installation of new advertising signs; and

**WHEREAS**, on June 10, 2025, this Resolution came before the Community & Economic Development (CED) Committee at a duly noticed meeting, which ~~unanimously~~ approved it being forwarded to this Council for action; 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 Relocation Agreement”) that would: (1) Authorize Becker to construct and operate a maximum of five (5) new double-sided New Advertising Signs, each on private property to be chosen by Becker, as identified in **Exhibit A** (the “Permitted Becker Advertising Sign Locations” in exchange for Becker causing the removal of ~~eleven up to Eleven~~ (11) existing Advertising Sign faces in the City of Oakland (the “Removal Advertising Sign Faces”) described ~~further~~ in **Exhibit B** attached hereto, and provide for the waiver of rights to just compensation for such removal, including with respect to all real property and personal property interests related thereto, and (2) require Becker to make annual payments to the City as described in **Exhibit C** attached hereto (the “Required Becker Annual Payments”); and be it

**FURTHER RESOLVED:** ~~Thatthat~~ within ten (10) calendar days of any monetary payment of Required Becker Annual Payments becoming due, Becker shall provide evidence of full payment remittance to the City as evidence that the Required Becker Annual Payment has been paid as agreed upon in the Relocation Agreement; and be it

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

**FURTHER RESOLVED:** ~~Thatthat~~ should Becker fail to make any monetary payments to the City, or breach any other material covenants or sections of the Relocation Agreement with the City, that the City may enforce against Becker, including the revocation of the right to maintain the offending Advertising Sign(s) at the expense of Becker, among other adequate remedies, as may be described in the Relocation Agreement, and subject to notice, cure, and other limitations set forth in the Relocation Agreement; and be it

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

**FURTHER RESOLVED:** ~~Thatthat~~ within the term of the Relocation Agreement and any extensions thereof, Becker shall, at its sole cost and expense, cause the removal of Advertising Signs in accordance with Exhibit B attached hereto during certain time periods to be negotiated by the City Administrator, so long as all eleven (11) Removal Advertising Sign Faces are removed in accordance with Exhibit B within fifteen (15) years from the Commencement Date of the first New Advertising Sign; and be it

**FURTHER RESOLVED:** That if Becker fails to meet the above 15-year time period, then Becker shall decommission at least the number of existing Advertising Signs as Becker was required to, but failed, to remove. Becker may decommission those existing Advertising Signs that received approval through City Resolution No. 89771 C.M.S., provided that there will be no reduction in annual revenue to the City set forth in said Resolution and the subsequent Relocation Agreement, dated December 29, 2023 authorized though said Resolution; and

**FURTHER RESOLVED:** ~~Thatthat~~ if Becker fails to cause the eleven (11) removal of the requisite number of existing Removal Advertising Signs as described in Exhibit B signs within fifteen (15) years following the Commencement Date of the first New Advertising Sign built pursuant to the Term of the Relocation Agreement, in addition to other remedies, the City may

~~also~~ revoke the right of Becker to maintain ~~such~~<sup>the</sup> New Advertising ~~Sign~~<sup>Signs</sup> constructed pursuant to the Relocation Agreement and may direct Becker to immediately remove ~~such New Advertising Sign failing meet the removal requirement as described in Exhibit B~~<sup>such new signs</sup> and return the ~~property~~<sup>properties</sup> on which such ~~New Advertising Sign was~~<sup>new signs were</sup> built upon to ~~its~~<sup>their</sup> previous condition. ~~In addition, the City,~~<sup>and</sup> shall receive from Becker liquidated damages in the amount of Three Hundred Thousand Dollars (\$300,000) for ~~such~~<sup>each</sup> New Advertising Sign permitted to be constructed ~~pursuant to the Relocation Agreement, which shall be stipulated in~~<sup>under</sup> the Relocation Agreement; and be it

**FURTHER RESOLVED:** ~~That~~<sup>that</sup> on January 1 of the year following the ~~Commencement~~<sup>Construction and Approval</sup> Date of the final New Advertising Sign constructed by Becker, Becker shall pay a fee of Two Thousand Five Hundred Dollars (~~\$2,500~~<sup>\$2500</sup>) to the City for each Removal Advertising Sign Face that Becker has not yet caused to be removed (Annual Beautification Fee), for a total of up to Twenty-Seven Thousand Five Hundred dollars (\$27,500) per year, and shall continue to pay such Annual Beautification Fee each year thereafter for each non-removed face until Becker causes the removal of such face, and the City Administrator is authorized to use the funds generated from the Annual Beautification Fees to pay for City-wide graffiti abatement or other City beautification ~~as may be determined by the City Administrator~~; and be it

**FURTHER RESOLVED:** ~~That~~<sup>that</sup> the Relocation Agreement shall require that Becker 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 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 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~~<sup>that</sup> the Required Becker Annual Payments made by Becker to the City as described in Exhibit C attached hereto shall increase by five percent (5%) starting at a date six (6) 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 6, 11, 16, 21, etc.); and be it

**FURTHER RESOLVED:** ~~That~~<sup>that</sup> 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 D attached hereto; and be it

**FURTHER RESOLVED:** ~~That~~<sup>that</sup> 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 figures and methodology described in Exhibit E 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 up to Fifty-Five Thousand One Hundred Thirty-Nine Dollars (\$55,139), as described in detail in Exhibit D attached hereto; and be it

**FURTHER RESOLVED:** ~~That~~ if any tree is removed from any property in relation to any of the new Advertising Signs proposed the Permitted Becker 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 ~~Locations~~Location, shall utilize energy efficient LED technology and the latest “light blocking” technology (e.g., louvers) to address any potential impacts related to light and glare from the New Advertising Sign unless doing so would restrict visibility from the freeway; and be it

**FURTHER RESOLVED:** ~~That~~ this Resolution serves as the City’s written permission for the purposes of Becker filing for outdoor advertising permits from the California Department of Transportation (CalTrans) for the construction of the Advertising Signs described in Exhibit A 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, Becker 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 shall (i) pay the City of Oakland an Up-Front Payment ~~advance payment~~ in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for each New Advertising Sign constructed in the Permitted Becker Advertising Sign Locations, and (ii) ~~shall~~ also pay the second annual ~~payment~~payments due per New Advertising Sign in Exhibit C in the amount of One Hundred Fifty Thousand Dollars (\$150,000), both payment (i) and payment (ii), ~~each~~ paid at the commencement of operation of each New Advertising Sign, for a total Up-Front Payment ~~advanced payment~~ to the City of Three Hundred Thousand Dollars (\$300,000) per New Advertising Sign Constructed, for a total of up to One Million Five Hundred Thousand Dollars (\$1,500,000); and be it

**FURTHER RESOLVED:** That half of Becker’s Up-Front Payment to the City for each new Advertising Sign (\$150,000 per New Advertising Sign) will consist of an advance of the second annual payment, which Becker will not be required to pay on the second anniversary of the Commencement Date, as Becker shall instead pay such payment to the City as part of the Up-Front Payment; and be it

**FURTHER RESOLVED:** ~~That~~ upon entering into the Relocation Agreements with the City Administrator, Becker shall each pay at least Twenty-Five Thousand Dollars (\$25,000) to the Planning and Building Department, 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, [which payment may be exceeded if the Planning and Building Department staff time is in excess of \\$25,000 in value provided that such fees shall be in accordance with the City's Master Fee Schedule](#); and be it

**FURTHER RESOLVED:** ~~Thatthat~~ should any of the non-City entities described in **Exhibit D** 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 D** (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 Relocation Agreement; and be it

**FURTHER RESOLVED:** ~~Thatthat~~ should Becker be required or desire to change a non-City Entity listed in **Exhibit D** 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:** ~~Thatthat~~ the City will agree to cooperate with Becker to process building permits after the Relocation Agreement has been fully executed by all parties and Becker have fully satisfied any conditions precedent to receiving any such permits; and be it

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

**FURTHER RESOLVED:** ~~Thatthat~~ nothing herein signifies that the City has determined that agreements entered into as a result of this Resolution, including the Relocation Agreement, 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:** ~~Thatthat~~ the City Council authorizes the City Administrator to accept, deposit, and appropriate the payments described herein into the City's General Purpose Fund, [with the exception of any planning and development-related permit fees Becker pays to process any permits related to the New Advertising Signs or removal of the eleven \(11\) Removal Advertising Sign Faces, which fees shall be deposited into Fund 2415 \(the Development Services Fund\)](#); and be it

**FURTHER RESOLVED:** ~~Thatthat~~ the Council's action in approving the Relocation Agreement relies on the following 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

Agreement is 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 Agreement is exempt pursuant to 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, the ~~Advertising Signs~~ 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: (a) negotiate and execute a Relocation Agreement with Becker 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 Advertising Signs, term of the Agreement, and monetary payments, and do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transactions contemplated by this Resolution; and (b) 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 – BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND COUNCIL PRESIDENT JENKINS

NOES –

ABSENT –

ABSTENTION –

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

**EXHIBIT A**  
**Advertising Sign Relocation Agreement**  
**(Becker Boards, L.L.C.)**

**Permitted Becker Advertising Sign Locations**

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

Proposed locations:

- 1) SIGN A - 3529 Peralta St, Oakland, CA 94608, Accessor's Parcel Number 7-613-5-4 (double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level)

Alternate for 3529 Peralta Street:

3505 Magnolia St, Oakland, CA 94608, Accessor's Parcel Number 5-476-3-1 (double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level);

\*Note only one of either -3529 Peralta St or 3505 Magnolia St can be built, and not both.

- 2) SIGN B - 1155 7<sup>th</sup>, Oakland, CA 94607, Accessor's Parcel Number 4-29-8; (double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level)
- 3) SIGN C - 1414 3<sup>rd</sup> St, Oakland, CA 94606, Accessor's Parcel Number 4-73-10-2 (double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level)
- 4) SIGN D - 3350 E 9<sup>th</sup> St, Oakland, CA 94601, Accessor's Parcel Number 33-2199-7-1 (double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level)
- 5) SIGN E - 668 23<sup>rd</sup> St Oakland, CA 94612 Accessor's Parcel Number 8-663-5 (double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level)

Alternate Locations (each a possible double-sided, digital ~~or static or mixed~~, 14'x48' or 20'x60', "V" Build, height less than or equal to 85' above highway grade level):

5215 Shattuck Ave, APN 14-1215-5-1; 634 W Macarthur Blvd, APN 12-967-21; 2020 Wake Ave, APN 18-305-2-3; 2400 Engineer Road, APN 18-305-3-16; 680 52<sup>nd</sup> Street, APN 14-1215-37; 892 36<sup>th</sup> Street, APN 12-948-23-2; 3516 Adeline Street, APN 5-478-23; 5443 Shattuck Ave, APN 14-1213-1-2; 3443 Market St, APN 9-740-1-4; 747 52<sup>nd</sup> St, APN 14-1205-19-1; ~~743745~~ 52 St, APN 14-1204-14-5; ~~5618 Shafter Ave,~~ APN 14-1264-25-6; 5638 College Ave, APN 14-1264-37; 4018 Martin Luther King JR Way, APN 12-1012-31-2; 5131 Shattuck Ave, APN 14-1216-31-2; 640 W Grand Ave, APN 8-660-24-3; 5627 Telegraph Ave, APN 15-1277-3-2; 3884 Martin Luther King JR Way, APN 12-968-31-1; 3860 Martin Luther King JR Way, APN 12-1026-18

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**EXHIBIT B**  
**Advertising Sign Relocation Agreement**  
**(Becker Boards, L.L.C.)**

**Removal Advertising Sign Faces**

**For the first New Advertising Sign constructed, Becker shall cause the removal of the following:**

**Either:**

Three (3) advertising sign faces located within the City of Oakland, subject to the following criteria:

1. Each Removal Advertising Sign Face must have a minimum sign face dimension of 6' x 12', or larger.
2. ~~Becker is highly encouraged to engage with community groups to identify specific sign faces which have historically been a source of blight or nuisance in the communities they occupy.~~
3. ~~2.~~ Becker volunteers to engage with community groups to identify specific sign faces which have historically been used to place advertisements that have been a source of blight, nuisance, or offensive to the communities they occupy and to report back to the City Administrator or designee as to the result of any community meetings.

**OR:**

Two (2) Advertising Sign structures located within the City of Oakland, subject to the following criteria:

1. Each structure must be either free standing or roof mounted, and visible by traveler~~the traveling~~ from the public right-of-way.
2. ~~Becker is highly encouraged to engage with community groups to identify specific sign structures which have historically been a source of blight or nuisance in the communities they occupy.~~
3. ~~2.~~ Becker volunteers to engage with community groups to identify specific sign structures which have historically been used to place advertisements that have been a source of blight, nuisance, or offensive to the communities they occupy.

**For each New Advertising Sign, after the first, ~~constructed,~~ Becker shall cause the removal of the following:**

**Either:**

Two (2) advertising sign faces located within the City of Oakland, subject to the following criteria:

1. Each Removal Advertising Sign Face must have a minimum sign face dimension of 6' x 12', or larger.
- ~~2. Becker volunteers to engage with community groups to identify specific sign faces which have historically been used to place advertisements that have been a source of blight, nuisance, or offensive to the communities they occupy and to report back to the City Administrator or designee as to the result of any community meetings.~~
- ~~2. Becker is highly encouraged to engage with community groups to identify specific sign faces which have historically been a source of blight or nuisance in the communities they occupy.~~

Becker volunteers to engage with community groups to identify specific sign faces which have historically been used to place advertisements that have been

- ~~3. offensive to the communities they occupy.~~

**OR:**

One (1) Advertising Sign structure located within the City of Oakland, subject to the following criteria:

1. Each structure must be either free standing or roof mounted, and visible by the ~~traveler~~traveling from the public right-of-way
- ~~2. Becker is highly encouraged to engage with community groups to identify specific sign structures which have historically been a source of blight or nuisance in the communities they occupy.~~
- ~~3.2.~~Becker volunteers to engage with community groups to identify specific sign structures which have historically been used to place advertisements that have been offensive to the communities they occupy.

Notwithstanding the above schedule for removal, Becker shall remove eleven (11) Removal Advertising Sign Faces within fifteen (15) years from the Commencement Date of the first new Advertising Sign.

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**EXHIBIT C**  
**Advertising Sign Relocation Agreement**  
**(Becker Boards, L.L.C.)**

**Required Becker Annual Payments**

**The City shall receive:**

**For each New Advertising Sign~~digital face~~ built:**

One Hundred and Fifty~~Seventy-five~~ Thousand Dollars (\$150~~(\$75,000)~~) per year, with periodic escalation increases set forth in the Relocation Agreement, for the Term of the Agreement, paid in one~~equal~~ quarterly ~~installments with the first installment commencing upon~~ the anniversary ~~date~~beginning of the thirteenth (13<sup>th</sup>) ~~month following the~~ Commencement of Operation Date for the New Advertising Sign, with the exception of the second anniversary payment, which Becker is instead required to pay as part of its Up-Front Payment at the Commencement of Operation Date, and

**For each static sign face built:**

Fifteen Thousand Dollars (\$15,000) per year with periodic increases for the Term of the Agreement, paid in equal ~~quarterly~~ installments with the first installment commencing upon the beginning of the thirteenth (13<sup>th</sup>) month following the Commencement of Operation Date.

Note: Becker may convert a static face, if any, to a digital face at any time during the Term of this Agreement and any subsequent extensions, provided that upon the successful conversion of a static face to a digital face, Becker shall increase the annual payment paid to the City to the digital face rate described above (adjusted for escalators at time of

**EXHIBIT D**  
**Advertising Sign Relocation Agreement**  
**(Becker Boards, L.L.C.)**

**Free Advertising Spot**

Listed organizations to share one guaranteed digital advertising space per rotation at all times on each of the digital New Advertising Sign faces:

- 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) East Bay Youth Development Center (EOYDC)
- 9) Bay Area Small Merchants Chamber of Commerce

- 10) Visit Oakland
- 11) City of Oakland
- 12) Oakland Police Department for hiring solicitation
- 13) Oakland Public Works for illegal dumping abatement messaging

Advertising content limitations shall be as follows: Each of the organizations listed as 1-10 above 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 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 above-mentioned organizations.

**EXHIBIT E**  
**Advertising Sign Relocation Agreement**  
**(Becker Boards, L.L.C.)**

**Detailed Description of Carbon Offset Fee**

Average project annual power use for each double-sided digital Advertising ~~Sign~~ 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 CO<sub>2</sub> per kWh, or 524lbs per MWh\*\*

40MWh/year/sign X 524lbs CO<sub>2</sub>/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.

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

40 years 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/>)

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