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City of Oakland
Oakland Community and Economic Development Agency
250 Frank H. Ogawa Plaza
Suite 3330
Oakland, CA 94612

Attention: Director of City Planning

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DEVELOPMENT AGREEMENT

BETWEEN

CITY OF OAKLAND, REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND,

AND

OAKLAND HARBOR PARTNERS, LLC,

Dated: August 24, 2006

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CITY OF OAKLAND

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 24th day of August, 2006, by and between the CITY OF OAKLAND, a California charter city ("City"), the REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("Agency"), and OAKLAND HARBOR PARTNERS, LLC, a California limited liability company ("CEP").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. These Recitals refer to and utilize terms which are defined in this Agreement; and the Parties refer to those definitions in conjunction with their use in these Recitals.

B. The Development Agreement Legislation authorizes City to enter into development agreements in connection with the development of real property within its jurisdiction. The Development Agreement Ordinance establishes the authority and procedure for review and approval of proposed development agreements by City.

C. Developer applied for approval of this Agreement in order to (1) vest the land use policies established in the General Plan, the Estuary Policy Plan, the Redevelopment Plans, and other Existing City Regulations as of the Adoption Date, and

(2) memorialize certain other agreements made between City, Agency and Developer with respect to the Project. City and Developer acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer, with development occurring in phases over a period of years. Certainty that the Project can be developed and used in accordance with the General Plan, the Estuary Policy Plan, the Redevelopment Plans, and other Existing City Regulations, will benefit City and Developer and will provide the Parties certainty with respect to implementation of the policies set forth in the General Plan, the Estuary Policy Plan, the Redevelopment Plans, and the other Existing City Regulations.

D. City considers the Oak to Ninth Avenue District a destination location within City, of vital importance to the economic health, vibrance and stature of City, and to attracting City and Bay Area residents and national and international visitors to City. The General Plan, the Estuary Policy Plan, the Redevelopment Plans, and other Existing City Regulations contemplate development of public infrastructure, residential, retail, commercial, and other uses in the Oak to Ninth Avenue District to enhance the value, operation and function of, and access to, the Oak to Ninth Avenue District and the adjacent waterfront. The General Plan, Estuary Policy Plan, the Redevelopment Plans, and other Existing City Regulations call for redeveloping the Oak to Ninth Avenue District area as a primary

waterfront neighborhood in City by constructing a mixture of open space, residential, recreational, retail, commercial, dining and visitor-serving uses oriented to significant public gathering places and public access along the waterfront. City intends through implementation of the goals, policies and objectives set forth in the General Plan, the Estuary Policy Plan, the Redevelopment Plans, and other Existing City Regulations to create increased value, operation and function of the Oak to Ninth Avenue District.

E. Development of the Project will meet the key objectives of City embodied in the General Plan, the Estuary Policy Plan, the Redevelopment Plans and other Existing City Regulations. Specifically, the development of the Project will provide many benefits to the City and the public including, but not limited to: (1) creating increased public access and significant new open space maintained by the Project: by (a) improving approximately 21.21 acres of public open space; and (b) extending the San Francisco Bay Trail along Project frontage east of the Lake Merritt Channel; (2) providing a new source of property tax and tax increment that can be reinvested into the community; (3) enabling new public transportation to and from the waterfront: by (a) funding AC Transit Bus service; and (b) operating a private shuttle for the Project; (4) Restoring a portion of the Ninth Avenue Terminal Shed as a cultural resource; (5) completing

environmental remediation and removal of contaminants from the Project Site; (6) upgrading public infrastructure: by (a) rebuilding the Embarcadero roadway adjacent to the Project and east of the Lake Merritt Channel including landscaping, bike lanes and pedestrian paths, (b) improving pedestrian and bike access on Fifth Avenue between Embarcadero and East Eighth Street, and (c) enhancing the entire Oak to Ninth Avenue District area as a result of development of the Project. City is therefore willing to enter into this Agreement to (i) provide certainty to encourage the required substantial private investment in the comprehensive development and planning of the Project; (ii) secure orderly development and progressive fiscal benefits for public services, improvements and facilities planning in City; and (iii) fulfill and implement adopted City plans, goals, policies and objectives, including, among others, those embodied in the Estuary Policy Plan and other elements of City's General Plan.

F. The Project is located within two redevelopment plan areas established under the Community Redevelopment Law: the Central District Redevelopment Project Area and the Central City East Redevelopment Project Area. Development of the Project will fulfill the goals and objectives of Agency as embodied in the Redevelopment Plans. Both Redevelopment Plans apply the land use and development codes and standards contained in the General Plan and other City codes and regulations.

G. The redevelopment project area housing area production requirements (commonly referred to as inclusionary housing requirements) of Section 33413 of the Community Redevelopment Law and Section 33C of the Central City East Redevelopment Plan require the Agency to produce new housing units that are available at affordable housing costs to persons and families of low or moderate income, with not less than forty percent (40%) of those units affordable to very low income households at a rate equal to at least fifteen percent (15%) of all new or substantially rehabilitated dwelling units developed by entities other than the Agency in the Central City East Redevelopment Plan area.

II. The Development Agreement Legislation authorizes City to enter into a development agreement with any Person having a legal or equitable interest in real property. The Port and OHP have entered into that certain Option to Purchase and Ground Lease Real Property, dated November 7, 2003, as it has been or may be amended (the "Option Agreement"), whereby OHP has acquired the exclusive right to (1) purchase certain of the Development Parcels, (2) ground lease certain the remaining Development Parcels and (3) cause the Port to convey that portion of the Project Site to be developed into public right-of way, parks or open space further described or depicted in the Site Plan to the City. The Option Agreement provides the legal or equitable

interest in the Project Site to allow the parties to enter into this Agreement.

I. At a duly noticed public hearing held on March 15, 2006, pursuant to the Development Agreement Legislation and the Development Agreement Ordinance, City's Planning Commission (1) certified the CEQA Documents for the Project and determined that consideration of this Agreement complies with CEQA based on the CEQA Documents, and that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan, the Estuary Policy Plan, the Redevelopment Plans, and the other Existing City Regulations pertaining thereto, and (2) recommended that the City Council and the Agency approve this Agreement based on the foregoing findings. In adopting its Resolution, the Planning Commission reviewed and heard the report of the City staff on Developer's application for this Agreement and considered all other evidence heard and submitted at the public hearing, including the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in recommending to the City Council the adoption of a development agreement.

J. On June 20, 2006, the City Council and the governing body of Agency (the "Agency Board") held a duly noticed public hearing on this Agreement pursuant to the requirements of the Development Agreement Legislation and the Development Agreement Ordinance. After due review of and report on Developer's

application for this Agreement by City staff, consideration of the Planning Commission's recommendations thereon, all other evidence heard and submitted at such public hearing, all other matters considered by the Planning Commission, and the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in enacting a development agreement, the City Council and Agency (1) considered and found the CEQA Documents in compliance with CEQA; (2) adopted the findings required by CEQA as part of the CEQA Documents; and (3) introduced the Enacting Ordinance approving this Agreement, finding and determining in connection therewith that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan, the Estuary Policy Plan, the Redevelopment Plans and in the other Existing City Regulations pertaining thereto. On July 18, 2006, the City Council adopted the Enacting Ordinance enacting this Agreement. On July 18, 2006, Agency adopted an Agency resolution authorizing this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Legislation and the Development Agreement Ordinance, and in consideration of the foregoing Recitals and the actual covenants and promises of the Parties herein contained, the Parties agree as follows:

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ARTICLE I
DEFINITIONS

1.1. Defined Terms.

Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

Adoption Date: The date the City Council adopted the Enacting Ordinance enacting this Agreement.

Affiliate: Any Person (a) directly or indirectly Controlling, Controlled by or under Common Control with Developer, or Developer's principals: James C. Ghielmetti, Michael J. Ghielmetti, Jon Q. Reynolds, David A. Brown or Dana G. Parry; and (b) that meets the following criteria: (1) either alone or in combination with its members, partners or guarantors has a demonstrated net worth of not less than \$15,000,000.00; and (2) neither it nor its principals, members or partners has been convicted, found or admitted or assumed (including any plea of no contest) criminal or civil liability for any felony, fraud, misrepresentation or any act of moral turpitude (excluding only civil liability for construction defect claims of fraud or misrepresentation arising out of the sale, construction, warranty or repair of real property and improvements thereto).

Agent: Any member, shareholder, partner, official, officer, director, board, commission, employee, agent, or contractor or subcontractor of a Party, and its respective heirs,

legal representatives, successors and assigns of an Agent in accordance with Laws, as each Agent is acting in his, her or its official capacity.

Applicable City Regulations: The Existing City Regulations, and such other City Regulations otherwise applicable to development of the Project pursuant to the provisions of Section 3.8.

Assumption Agreement: An executed and acknowledged agreement in recordable form specifying in detail (i) the name, form of entity, and address of the proposed Transferee; (ii) the property and or interests that are the subject of the proposed Transfer; (iii) the rights and obligations of Developer under this Agreement that the proposed Transferee is assuming, (iv) the proposed Transferee's agreement that it expressly assumes such obligations, and (v) the assignor's express acknowledgement that it remains liable for all obligations not expressly assigned pursuant to the Assumption Agreement.

Central City East Redevelopment Plan: The Redevelopment Plan for the Central City East Redevelopment Project, adopted by the City Council pursuant to the Community Redevelopment Law on July 29, 2003, as amended or as subsequently may be amended from time to time, along with that Central City East Implementation Plan, 2003-2008, as amended and restated on December 7, 2004, as amended or as subsequently may be amended from time to time.

Central District Redevelopment Plan: The Central District Urban Renewal Plan adopted by the City Council pursuant to the Community Redevelopment Law on June 12, 1969, as amended or as subsequently may be amended from time to time, along with that Five-Year Implementation Plan, 2004-2009, for the Central District Redevelopment Project Area adopted on December 7, 2004, as amended or as subsequently may be amended from time to time.

CEQA: The California Environmental Quality Act (Public Resources Code Section 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations Section 15000, et seq.).

CEQA Documents: The information and documents listed in Exhibit A prepared pursuant to the requirements of CEQA for the Project Approvals, and approved by City acting through its City Council, in accordance with the requirements of CEQA.

CFD: A Mello-Roos Community Facilities District formed pursuant to California Government Code Section 53311 et seq., or comparable financing mechanism acceptable to City, to provide a perpetual source of funds to pay the cost of the obligations specified in Section 4.4.

City Application Fees: Fees levied or assessed by City to cover the cost of City's performance of any discretionary, ministerial, clerical or other action, or required by City for reviewing and processing applications for City Approvals,

including City Application Fees for the City Approvals and compliance with CEQA.

City Approvals: Permits or approvals required under Applicable City Regulations in order to develop, use and operate the Project. The term "City Approval" shall refer to any or all of the City Approvals as the context may require.

City Council: The City Council of City or its designee.

City Clerk: The City Clerk of City or his/her designee.

City Development Fees: The fees or assessments listed in Exhibit B.

City Fees: City Application Fees and/or City Development Fees. The term "City Fee" shall refer to any or all City Fees as the context may require.

City Policies: The interpretations made by City of the manner in which Existing City Regulations will be applied to the development of the Project under Applicable City Regulations. The term "City Policy" shall refer to any or all City Policies as the context may require.

City Regulations: The General Plan of City, the Estuary Policy Plan, the Redevelopment Plans, and all other ordinances, resolutions, codes, rules, regulations and policies in effect as of the time in question.

Community Redevelopment Law: The California Community Redevelopment Law (California Health and Safety Code section 33000, et seq.).

Construction Codes and Standards: The City Regulations pertaining to or imposing life safety, fire protection, seismic, mechanical, electrical and/or building integrity requirements with respect to the design and construction of buildings and improvements, including the then-current Uniform Building Code and other construction codes, FEMA standards, and City's then current design and construction standards for streets, drains, sidewalks and other similar improvements, which codes and standards are applied to comparable development on a City-wide basis.

Control: The ownership (direct or indirect) by one Person of an interest in the profits and capital and the right to manage and control, in fact, the day to day affairs of another Person. The term "Control" includes any grammatical variation thereof, including "Controlled" and "Controlling".

Common Control: means that two Persons are both Controlled by the same other Person.

CSD: A Community Services District formed pursuant to California Government Code Section 61000 et seq., which would be responsible for maintaining certain public infrastructure within the Project Site, including, but not limited to the Open Space.

Dedication: An Exaction comprised of land and/or improvements required to be Dedicated to City.

Developer: The term "Developer" shall refer to OHP and, except as otherwise specified with respect to Master Developer Obligations, its respective Transferees, as the context may require, including for this purpose, Affiliates of Developer.

Development Agreement Legislation: Government Code §§65864-65869.5, authorizing City to enter into development agreements as therein set forth.

Development Agreement Ordinance: Chapter 17.138 of City's Planning Code, in effect as of the Adoption Date, establishing City's authority and procedure for review and approval of proposed development agreements.

Development Parcels: The parcels of real property (including any improvements thereon) located in the Oak to Ninth Avenue District and more particularly described in Exhibit E hereto, as such description shall be amended as may be necessary to conform to any approved final subdivision map.

Development Parcel Ground Lease: The ground leases of certain of the Development Parcels entered into by Port and Developer or another Person (including Affiliates of Developer) as of the time in question for the construction and operation of Marina and supporting facilities on or adjacent to the Project Site. The term "Development Parcel Ground Lease" shall refer to

any or all Development Parcel Ground Leases as the context may require.

Effective Date: The date this Agreement becomes effective, which shall be concurrent with the effective date of the Enacting Ordinance.

Enacting Ordinance: Ordinance No. 12760, enacted by the City Council on July 18, 2006, enacting this Agreement.

Estuary Policy Plan: The Estuary Policy Plan, which is part of the Existing City Regulations, adopted by Port on February 10, 1999, and by the City Council on June 8, 1999 and amended by the City Council on July 18, as part of the Project Approvals.

Exaction: An exaction (other than City Fees), Dedication or reservation requirement, an obligation for on- or off-site improvements or construction of public improvements, or an obligation to provide services. For purposes hereof, Exactions include, but are not limited to, mitigation measures imposed or adopted pursuant to CEQA or as part of the Project Approvals.

Exempt Transferee: Shall have the meaning given to it in Section 10.4 below.

Existing City Regulations: The City Regulations and City Policies in effect as of the Adoption Date and to the extent such are inconsistent therewith, the Project Approvals as such are adopted from time to time.

Existing Commercial Improvements: All buildings, improvements and appurtenant supporting areas: (a) in existence on the date that the City acquires title to the Public Open Space; and (b) located in whole or in part on the Public Open Space; except for the existing approximately 150,000 square foot Ninth Avenue Terminal Shed building.

Feasible: Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors. The term "Feasible" includes any grammatical variant thereof, including "Feasibly" and "Infeasible."

FEIR: The Final Environmental Impact Report (and related materials) for the Project.

Finished Parcel: A Development Parcel or legally subdivided portion thereof, rough graded, with utilities stubbed to the lot line, and all adjacent curbs, gutters, utilities and streets for its use and enjoyment have been constructed or the construction thereof has been secured through the Developer's delivery of a subdivision improvement agreement executed by Developer and City, together with the surety bonds or other security instruments acceptable to City required thereunder.

Finished Parcel Developer: A prospective Transferee who is (a) acquiring one or more Finished Parcels and (b) assuming only those obligations under this Agreement and the Project Approvals that relate specifically to the development or

construction of any improvements located on such Finished Parcel and not any Master Developer Obligations.

Force Majeure: A delay in performance caused by war, terrorist acts, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, or acts of God; restrictions or delays imposed or mandated by Governmental Agencies; enactment of Laws that prevent or preclude compliance by a Party with any material provision of this Agreement; litigation brought by Persons other than a Party, or Affiliate of a Party; acts of one Party, or failure of such Party to act when action is required, which to the extent in and of itself prevents or precludes compliance by the other Party with any material provision of this Agreement; neglect of one Party which to the extent in and of itself prevents or precludes compliance by the other Party with any material provision of this Agreement; or other similar basis for excused performance that is not within the reasonable control of the Party whose performance is to be excused. Force Majeure does not include delays that are within the reasonable control of the Party whose performance is to be excused, delays associated with economic or market conditions, or delays related to financial inability or insolvency of a Party.

Governmental Agencies: All governmental or quasi-governmental agencies (such as public utilities) having jurisdiction over, or the authority to regulate development of,

the Project. As used in this Agreement, the term "Governmental Agencies" does not include City or any of the departments of City.

Governmental Agency Approvals: All permits and approvals required by Governmental Agencies under Governmental Agency Regulations for construction, development, operation, use, provision of services to, or occupancy of, the Project.

Governmental Agency Regulations: The Laws, ordinances, resolutions, codes, rules, regulations and official policies of Governmental Agencies in effect as of the time in question.

Indemnify: An obligation of Developer to indemnify, defend, protect and hold the Indemnitees harmless from and against Losses. The term "Indemnify" includes any grammatical variation thereof, including "Indemnified", "Indemnifies" and "Indemnity".

Indemnitees: City, Agency and each of its respective Agents, departments, subdivisions, agencies the City Council, Agency Board, Mayor, boards and commissions (and each individual member of the City Council or any other City board or commission) and all of the heirs, legal representatives, successors and assigns of an Indemnitee in accordance with Laws, as each Indemnitee is acting in his, her or its official capacity. For purposes of this definition, the Port shall not be considered an agency of the City.

Laws: The Constitution and laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder. The term "Laws" shall refer to any or all laws as the context may require.

Losses: Any and all losses, damages (including foreseeable and unforeseeable consequential damages), liabilities, claims, liens, obligations, interest, penalties, fines, lawsuits and other proceedings, judgments and awards, challenges, demands, judgments, actions, causes of action, court costs, and legal or other expenses (including reasonable attorneys' fees, reasonable expert witness and consultant fees, reasonable City Attorney time and overhead costs, and other normal, reasonable day-to-day business expenses incurred by City), all of whatever kind or nature, known or unknown, contingent or otherwise.

Master Developer Obligations: Notwithstanding any Transfer, Developer shall not be released from any of the following obligations under this Agreement without the City Council's prior written consent: (a) the construction of all public improvements, including, but not limited to the Public Open Space improvements (except, subject to Section 10.5, to the extent that such obligations are assumed by a single Affiliate or Pre-Qualified Developer pursuant to a Transfer of a (i) an entire Phase or (ii) all of Developer's then remaining interest in the

Project Site); (b) the payment of apprenticeship funds as set forth in Paragraphs 2(a) and 2(b) of Exhibit J; (c) the formation of the CSD and CFD; (d) compliance with the affordable housing obligations set forth in Exhibit L with respect to Development Parcels F and G; (e) certain adopted Conditions of Approval and CEQA Mitigation Measures applicable to the Project, as set forth in Exhibit M; and (f) the construction of offsite sewer improvements as set forth in Conditions of Approval incorporated into the Project Approvals. A Transferee that assumes any Master Developer Obligation similarly shall not be released from such Master Developer Obligation except as specified with respect to Developer.

Master Lease: Developer's lease of the Existing Commercial Improvements to the extent they are located on the Public Open Space pursuant to Section 4.3.1.

Mayor: The Mayor of City or his/her designee.

Minimum Maintenance Standards: Those minimum standards set forth in Exhibit F which the CSD shall be required to meet in its maintenance of the subject public improvements.

Mortgage: (i) A mortgage or deed of trust, or other transaction, in which Developer conveys or pledges as security its interest in a Development Parcel, or a portion thereof, or interest therein, or any improvements thereon for the purpose of (A) financing the acquisition of the Project or any of the Development Parcels, or the development of the Project, or a

Development Parcel or Development Parcels, (B) refinancing any of the foregoing, or (C) obtaining financing proceeds by encumbering a Development Parcel or Development Parcels; (ii) a sale and leaseback arrangement, in which Developer sells and leases back concurrently therewith its interest in a Development Parcel, or a portion thereof, or interest therein, or improvements thereon for the purpose of (A) financing the acquisition of a Development Parcel or Development Parcels, or the development of the Project, or a Development Parcel or Development Parcels, (B) refinancing any of the foregoing, or (C) obtaining financing proceeds by encumbering a Development Parcel or Development Parcels for purposes of financing the construction, maintenance or ownership of the Project; or (iii) a Development Parcel Ground Lease under which Port is Landlord or Lessor. The term "Mortgage" includes all other customary vehicles of real estate financing, financing for real estate acquisition, construction and land development, and refinancing any of the foregoing.

Mortgagee: The holder of the beneficial interest under a Mortgage, the landlord or lessor under a sale and leaseback Mortgage, or Port, as the Landlord or Lessor, under a Development Parcel Ground Lease.

Ninth Avenue Terminal Shed: That portion of the Ninth Avenue Terminal Shed structure as renovated by the Developer in accordance with the terms of this Agreement and all appurtenant supporting structures and areas which are used or may be

reasonably necessary in conjunction with the use thereof, including, but not limited to, utility connections, parking areas, areas for ingress and egress, and outdoor seating areas.

Non-Exempt Transferee: Any proposed Transferee which is not an Exempt Transferee or Mortgagee.

Oak to Ninth Avenue District: That area of City commonly referred to as "Oak to Ninth Avenue District" within which the Development Parcels are located, and as more specifically described in the Estuary Policy Plan.

Option Agreement: The Option to Purchase and Ground Lease Real Property dated November 7, 2003, as amended, entered into between the Port and Developer.

Ownership Costs: The costs of ownership of the Ninth Avenue Terminal Shed, including but not limited to real property and possessory taxes, insurance and maintenance.

Party: City and/or Developer, and Transferees, as applicable, determined as of the time in question.

Person: An individual, partnership, limited liability company, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

Phase: A development phase of the Project as identified on Exhibit C.

Port: The City of Oakland, a California charter city, acting by and through its Board of Port Commissioners.

References in this Agreement to "City" shall not include the Port, unless expressly so provided.

Pre-Qualified Developer Transferee: A Transferee that meets the following criteria: (1) a nationally or regionally recognized real estate development company which has, on its own or through its assembled development team, developed a major urban mixed-use project similar to the portion of the Project being Transferred to such Transferee within the proceeding ten year period, (2) either alone or in combination with its members, partners or guarantors has a demonstrated net worth of not less than \$15,000,000.00; and (3) neither it nor its principals, members or partners has been convicted, found or admitted or assumed (including any plea of no contest) criminal or civil liability for any felony, fraud, misrepresentation or any act of moral turpitude (excluding only civil liability for construction defect claims of fraud or misrepresentation arising out of the sale, construction, warranty or repair of real property and improvements thereto).

Project: The development, use and occupancy of buildings and other improvements pursuant to the Project Approvals and any other City Approvals to the extent required under this Agreement.

Project Approvals: The City Approvals governing the Project enacted by City and listed in Exhibit G hereto, as the same may be amended from time to time during the Term. Project

Approvals include all Conditions of Approval contained therein and the Mitigation Monitoring and Reporting Program approved as part of the Project Approvals pursuant to CEQA. Further reference to a particular Project Approval shall have the meaning ascribed to such Project Approval set forth in Exhibit G.

Project Site: The real property and improvements upon and in which the Project will be developed, as shown on the Site Plan, attached as Exhibit H.

Public Open Space: Those portions of the Oak to Ninth Avenue District designated as Public Open Space on the Site Plan.

Redevelopment Plans: The Central City East Redevelopment Plan and the Central District Redevelopment Plan.

Remediation: This term is defined in Exhibit D.

Site Plan: The site plan attached hereto as Exhibit H approved as part of the Project Approvals, which generally shows the Development Parcels and Public Open Space.

State: The State of California and any department or agency acting on behalf of the State.

Storm Water Improvements: Those improvements that are reasonably necessary to meet the storm water management, treatment and mitigation requirements for the Project as required by any applicable City Regulations or Governmental Agency Regulations, including, but not limited to, the applicable "NPDES" permit.

Supported Transferee: Any Transferee in a Transfer whereby the Developer is not released from the obligations assumed by the Transferee.

Term: The term of this Agreement, as determined pursuant to Article II below, unless sooner Terminated as provided in this Agreement.

Terminate: The expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement. The term "Terminate" includes any grammatical variant thereof, including "Termination" or "Terminated". Termination shall not relieve Developer of any other obligation, including obligations under this Agreement that survive Termination (such as Indemnity obligations), accrued obligations under this Agreement, and obligations to comply with City Approvals, Governmental Agency Approvals and other Laws.

Transfer: The sale, assignment, lease, sublease, or other transfer by Developer of this Agreement, or any right, duty or obligation of Developer under this Agreement, made pursuant to the terms, standards and conditions of Article X of this Agreement, including by foreclosure, trustee sale, or deed in lieu of foreclosure, under a Mortgage, but excluding (i) a Dedication, (ii) a Mortgage, including a transfer or assignment of this Agreement to a mortgagee as additional security under a Mortgage, (iii) leases or subleases entered into by Developer

with tenants of the Project solely for occupancy of space or improvements (together with any appurtenant tenant rights and controls customarily included in such leases or subleases) in the Project, and any assignment or transfer of any such lease or sublease by either party thereto and (iv) the sale, assignment or other transfer between Developer with buyers of completed condominium units or interests in completed tenant spaces or improvements in the Project and any further sale, assignment or other transfer of any such completed condominium units, or interests in completed tenant spaces or improvements.

Transferee: The Person to whom a Transfer is effected.

1.2. Certain Other Terms. Certain other terms shall have the meaning set forth for each such term in this Agreement.

ARTICLE II

TERM

2.1. Effective Date; Term Commencement. This Agreement shall be dated as of the Adoption Date; the rights, duties and obligations of the Parties hereunder shall be effective, and the Term shall commence, as of the Effective Date. Not later than five (5) days after the Adoption Date, Developer shall execute and acknowledge this Agreement and return the Agreement to City; not later than ten (10) days after the Effective Date, (a) City, by and through its Mayor or his/her designee, shall execute and acknowledge this Agreement and (b) Agency, by and through its Executive Director, shall execute and acknowledge this Agreement;

and upon receipt of such executed and acknowledged Agreement, Developer shall cause this Agreement to be recorded in the Official Records of the County of Alameda pursuant to Section 65868.5 of the Development Agreement Legislation and Development Agreement Ordinance 17.138.070.

2.1.1 Condition Subsequent. Notwithstanding the earlier Effective Date of this Agreement, in the event that Developer (or its Transferee) fails to acquire a fee simple or ground lease interest (as applicable) in any Development Parcel prior to the expiration of the Agreement for Purchase and Sale and Ground Lease of Real Property and Escrow Instructions attached as Exhibit A to the Option Agreement, as such date may be extended from time to time, any party may terminate this Agreement upon sixty (60) calendar days' prior written notice to the other parties; provided however, in the event that Developer (or its Transferee) acquires such fee simple or ground lease interest within such sixty (60) calendar day period, the termination notice shall be void.

2.2. Expiration of Term. Unless sooner Terminated pursuant to the applicable provisions of this Agreement, the Term shall expire on December 31 of the calendar year in which the 20th anniversary of the Effective Date falls, as such twenty (20) year term may be extended in the event of Force Majeure. The Parties have established the Term as a reasonable estimate of the time

required to carry out the Project, develop the Project, and obtain the public benefits of the Project.

2.3. Subsequent Amendments or Termination. If the Parties amend, modify or Terminate this Agreement as herein provided, or as otherwise provided by the Development Agreement Ordinance, or this Agreement is modified or Terminated pursuant to any provision hereof, then the Developer shall, within ten (10) days after such action takes effect, cause an appropriate notice of such action to be recorded in the Official Records of the County of Alameda.

2.4. Effect of Expiration of Term. Except for accrued obligations of a Party, upon expiration of the Term, this Agreement and all of the rights, duties and obligations of the Parties hereunder shall Terminate and be of no further force or effect. The expiration of the term shall not affect the effectiveness of the Project Approvals.

ARTICLE III

GENERAL REGULATION OF DEVELOPMENT OF PROJECT

3.1. Application of Agreement to Development Parcels. As between the Parties, this Agreement is effective as of the Effective Date and is enforceable by each Party in accordance with its terms. Upon the exercise of the Option and acquisition by Developer (or a Transferee of Developer) of a fee simple or ground lease interest (as applicable) in the Development Parcels pursuant to such Option, this Agreement shall automatically

become effective as to, and govern, such Development Parcels as of the later of (i) the Effective Date or (ii) the date Developer provides written evidence reasonably acceptable to City that it has acquired such interest. Upon the exercise of the Option and acquisition by the City (or a Transferee of Developer) of a fee simple or ground lease interest (as applicable) in the Public Open Space, this Agreement shall automatically become effective as to, and govern, the Public Open Space as of the later of (i) the Effective Date or (ii) the date the City has acquired such interest.

3.2. Project Development; Permitted Uses; Control of Development. Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement; and City shall have the right to control development of the Project in accordance with the provisions of this Agreement. The permitted uses of the Project Site, the density and intensity of use of the Project Site, the maximum height, bulk and size of proposed buildings in the Project, provisions for Exactions, and the provision of affordable housing shall be those set forth in the Project Approvals, including this Agreement. The Applicable City Regulations and this Agreement shall control the overall design, development and construction of the Project, and all on- and off-site improvements and appurtenances in connection therewith, in the manner specified in this Agreement. In the event of any inconsistency between the

Applicable City Regulations and this Agreement, this Agreement shall control, except that if the inconsistency cannot be reconciled by application of this rule of construction, the provision which, as determined by the City Council, best gives effect to the purposes of this Agreement shall control.

3.3. Project Phasing. The Parties acknowledge that uncertainties associated with market conditions, availability of financing, and other factors, may alter Developer's ability to construct the Project within the Term of this Agreement. Notwithstanding this possibility, in order to assure City that the Project will be developed within a reasonable time period, Developer shall use all reasonable efforts to substantially complete each Phase in accordance with the phasing plan specified in Exhibit C. City shall have the right to Terminate this Agreement by written notice to Developer if City determines that, if for any reason, despite such Developer's reasonable efforts and other factors, including market and economic conditions as of the time in question for the uses contemplated for the Project, appropriate mix of uses and use categories, return on investment and similar criteria, Developer has not substantially completed the improvements within the applicable periods specified in Exhibit C. City's sole and exclusive remedy in the event of Developer's breach of its obligations under this Section 3.3 shall be to Terminate this Agreement; however, any such Termination shall not relieve Developer of any other obligation.

including obligations under this Agreement that survive Termination (such as Indemnity obligations), accrued obligations under this Agreement, and obligations to comply with City Approvals, Governmental Agency Approvals and other Laws.

3.4. Easements; Abandonment; Subdivision Improvements.

City shall reasonably cooperate with Developer in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within or adjacent to the Project Site or the widening of Embarcadero necessary or appropriate in connection with the development of the Project; provided, however, that Developer shall be solely responsible for all costs associated therewith, including but not limited to, utility company charges, City staff time, City Attorney time and other costs or expenses incurred by City or an agency of the City in performing its obligations under this Section 3.4. All improvements required as Exactions pursuant to the Project Approvals shall be constructed by Developer concurrently with each phase of the Project, in accordance with City Approvals, as such improvements relate thereto and are necessary with respect to such phase of the Project development. Not in limitation of any other Developer obligation, Developer's obligations to Indemnify in accordance with Article V of this Agreement shall include any Losses of an Indemnitee that arise out of or are related to this Section 3.4.

3.5. Applicable City Regulations. Except as expressly provided in this Agreement, the Existing City Regulations shall govern the development of the Project and all subsequent City Approvals with respect to the Project. City shall have the right, in connection with any further City Approvals, to apply City Regulations as Applicable City Regulations only in accordance with the following terms, conditions and standards:

3.5.1. Future City Regulations. Except as otherwise specifically provided in this Agreement, including, without limitation, the provisions relating to regulations for health and safety reasons under Section 3.5.2 below and provisions relating to the payment of City Application Fees pursuant to Section 3.5.5, below, City shall not impose or apply any City Regulations adopted or modified by City after the Adoption Date (whether by action of the Planning Commission or the City Council, or by initiative, referendum, ordinance, resolution, rule, regulation, standard, directive, condition, or other measure) (i) which would be inconsistent or in conflict with the intent, purposes, terms, standards or conditions of this Agreement; (ii) which would change or modify the permitted uses of the Project Site, the density or intensity of use of the Project Site, the maximum height, bulk, or size of proposed buildings in the Project, or provisions for Exactions as set forth in the Project Approvals, including this Agreement; (iii) which would materially increase the cost of development of the Project (subject to the

acknowledgement as to the cost of Exactions specified in Section 3.5.6 below); (iv) which would materially change or modify, or interfere with, the timing, phasing, or rate of development of the Project; or (v) which would materially interfere with or diminish the ability of a Party to perform its obligations under the Project Approvals, including this Agreement, or expand, enlarge or accelerate Developer's obligations under the Project Approvals, including this Agreement.

3.5.2. Regulation for Health and Safety.

Notwithstanding any other provision of this Agreement to the contrary, City shall have the right to apply City Regulations adopted by City after the Adoption Date, if such application (i) is otherwise permissible pursuant to Laws (other than the Development Agreement Legislation), and (ii) City determines that a failure to do so would place existing or future occupants, or users of the Project, or any portion thereof, or the immediate community, or all of them, in a condition dangerous to their health or safety. The parties agree that the foregoing exception to Developer's vested rights under this Agreement is not intended to allow the City or Agency to impose additional fees or exactions on the Project that are for the purpose of general capital improvements or general services (except in the event of a City-wide emergency).

3.5.3. Existing City Regulations. The City shall, at Developer's sole cost and expense, compile two binders which

include copies of all Existing City Regulations within 90 calendar days after the Adoption Date, sign both copies, and deliver one copy to Developer. The City shall make every effort to include all Existing City Regulations.

3.5.4. Construction Codes and Standards. City shall have the right to apply to the Project at any time, as a ministerial act, the Construction Codes and Standards in effect at the time of the approval of any City Approval thereunder.

3.5.5. City Fees. Except as otherwise specified in this Agreement, the City Development Fees shall be the only fees or assessments charged by the City in connection with the development or construction of the Project. The amount of the City Development Fees shall be the amount of such City Development Fees as of the date the City Development Fees are paid. The Project will be subject to future fee increases on City Development Fees that existed as of the Adoption Date and are reasonably applied. Notwithstanding any other provision of this Agreement, Developer shall pay City Application Fees chargeable in accordance with City Regulations (including any action by the City Council to increase or otherwise adjust City Application Fees listed in the City's Master Fee Schedule) in effect at the time the relevant application is made.

3.5.6. Project Exactions. Developer and City acknowledge that the Project Approvals authorize and require implementation of Exactions in connection with the development of

the Project and that the specific costs of implementing such Exactions currently cannot be ascertained with certainty, but notwithstanding such uncertainty, Developer shall be solely responsible for such costs in connection with implementing such Exactions as and when they are required to be implemented. Subject to the terms and conditions of this Agreement, no new Exactions shall be imposed by City on the Project or Developer, or on any application made by Developer for any City Approval, or in enacting any City Approval, or in connection with the development, construction, use or occupancy of the Project.

3.5.7. Term of City Approvals. Notwithstanding anything to the contrary in Applicable City Regulations, the term of any City Approval for the Project shall be automatically extended to equal, but not to exceed, the Term of this Agreement.

3.6. Review and Processing of City Approvals. City shall accept for processing, review and action all applications for City Approvals with respect to the Project when and if the same are complete, as determined pursuant to City Policies and Government Code Section 65940, et seq. Upon acceptance by City, City shall reasonably cooperate with Developer to facilitate prompt and timely review and processing of such applications, including the timely provision of notice and scheduling of all required public hearings, and processing and checking of all maps, plans, permits, building plans and specifications and other plans relating to development of the Project filed by Developer.

In connection with any City Approval, City shall exercise its discretion or take action only in that manner which complies and is consistent with this Agreement.

3.7. Effect of Agreement. This Agreement constitutes a part of the Enacting Ordinance, as if incorporated by reference therein in full, and shall constitute a City Approval pursuant to the Applicable City Regulations as if separately enacted thereunder.

3.8. Other Governmental Approvals. Developer shall promptly and timely apply for and diligently pursue all required Governmental Agency Approvals from Governmental Agencies, as and when each such Governmental Approval is required during the course of design, development, construction, use or occupancy of, and delivery of services to, the Project. Developer shall diligently take all reasonable steps necessary to obtain all such Governmental Approvals and shall bear all costs and expenses for obtaining such Governmental Approvals. When and if obtained, copies of all such Governmental Approvals shall be submitted to City promptly after Developer's receipt of a written request therefor from City. Developer shall comply with, and shall cause the Project to comply with, all Governmental Agency Regulations and Laws related to the development, use and operation of, or provision of services to, the Project. Developer shall take all reasonable, diligent efforts to fulfill its obligations under this Section 3.8. City shall reasonably cooperate with Developer

in such endeavors upon Developer's written request for such cooperation. Developer shall be solely responsible for undertaking any investigation and acquiring necessary knowledge of Governmental Agency Regulations and Laws applicable to or affecting the Project Site, including existing or proposed restrictions, environmental and land use laws and regulations (other than City Regulations) to which the Project Site may be subject. Developer shall reimburse City for all costs and expenses (including without limitation City staff or City Attorney time) incurred in connection with obtaining Governmental Agency Approvals.

3.9. Effect of Termination. Upon any Termination of this Agreement, City and Agency shall retain any and all benefits, including money or land, received by City or Agency as of the date of Termination under or in connection with this Agreement. No Termination of this Agreement shall prevent Developer from completing and occupying buildings or other improvements authorized pursuant to valid building permits previously approved by City or under construction at the time of Termination, except that nothing herein shall preclude City or Agency, in its discretion, from taking any action authorized by Laws or City Regulations to prevent, stop or correct any violation of Laws or City Regulations occurring before, during or after construction.

No Termination of this Agreement shall affect the validity of the other Project Approvals.

ARTICLE IV

CERTAIN ADDITIONAL CRITERIA AND OBLIGATIONS APPLICABLE TO DEVELOPMENT OF PROJECT

4.1. Requirements for Approval of Project. City and Developer acknowledge that Developer has obtained a Preliminary Development Plan for the entire Project Site (as included within the Project Approvals set forth in Exhibit G) and that further development, construction, occupation and implementation of the Project is subject to review and approval in accordance with the Project Approvals, including, but not limited to, the Planned Waterfront Development District 4 (as included within the Project Approvals set forth in Exhibit G). To develop the Project, Developer will need to obtain (i) the City Approvals under Applicable City Regulations for a Final Development Plan (as defined in the Project Approvals) for each Development Parcel and the Public Open Space as contemplated in the zoning ordinance adopting the Planned Waterfront Development District 4 as shown on the Site Plan, (ii) design review as may be required in the Planned Waterfront Development District 4, and (iii) City Approvals under Construction Codes and Standards, and that, subject to the attainment of such City Approvals, as applicable, Developer may proceed with the development, construction, use and occupancy of the Project as a matter of right under this Agreement. Subject to the terms of this Agreement, Developer

shall, at its sole cost and expense, fund, comply with, and implement (or ensure implementation of) all mitigation measures or conditions of approval that are: (1) required by the CEQA Documents and incorporated as part of the Project Approvals, (2) otherwise incorporated as part of the Project Approvals, or (3) incorporated as part of Governmental Agency Approvals, all in accordance with the standards, timing, terms and conditions specified for such mitigation measures in the Project Approvals, City Approvals or Governmental Agency Approvals.

4.2. Effect of CEQA Documents. City's review of subsequent discretionary City Approvals shall utilize the CEQA Documents to the extent incorporated as part of the Project Approvals to the fullest extent permitted by Laws.

4.3. Lease of Existing Commercial Improvements/Ninth Avenue Terminal Shed.

4.3.1 Lease of Existing Commercial Improvements. For and in consideration of the payment of One Dollar (\$1.00) per year, commencing upon the City's acquisition of the Public Open Space, City hereby master leases to Developer and Developer hereby master leases from the City the Existing Commercial Improvements to the extent they are located on the Public Open Space, on the terms and conditions hereinafter set forth. Such master lease shall be referred to herein as the "Master Lease".

4.3.1.1 Term of Leaseback. The term of the Master Lease with respect to each Existing Commercial Improvement shall

remain in effect until the earlier to occur of: (a) the demolition of the subject Existing Commercial Improvement as set forth below; or (b) that date which is twenty (20) years after the Effective Date. Notwithstanding the foregoing to the contrary, in the event that this Agreement is Terminated prior to the full Term, the City shall be entitled to terminate the Master Lease with respect to any portion of the Public Open Space for which (a) the City has final park improvement plans and (b) intends to commence park construction six (6) months after delivery of the termination notice.

4.3.1.2 Use. During the term of the Master Lease, and otherwise subject to the terms hereof, Developer may license or sublease for its benefit the Existing Commercial Improvements for any lawful use to third parties. Subject to the terms hereof, Developer may, during the term of the Master Lease and without the City's consent, sublease, license or enter into a concession agreement for all or any portion of the Existing Commercial Improvements on terms and conditions acceptable to Developer in its sole and absolute discretion, and Developer may modify, amend, terminate, assign, convey, encumber, or otherwise hypothecate the Master Lease or any such sublease, license or concession agreement thereof. Developer shall have all of the rights and obligations of the sublandlord, sublessor, or licensor under each of the subleases, licenses or concession agreements of the Existing Commercial Improvements.

4.3.1.3 Removal of Existing Commercial

Improvements. Prior to the issuance of a grading permit for the Project, Developer shall, at its sole cost and expense, do the following with respect to the Existing Commercial Improvements located within the portion of the Project Site subject to such grading permit: (a) terminate any leases, licenses, or concession agreements then existing with respect to Existing Commercial Improvements, (b) evict any tenants, licensees or other occupants or such Existing Commercial Improvements, (c) relocate such tenants, licensees or other occupants as may be required by law (including without limitation, payment of any required benefits), and (d) demolish, remove and lawfully dispose of the Existing Commercial Improvements then located within each such Phase.

4.3.1.4 Assignment of Existing Leases.

Notwithstanding any term or provision of this Agreement to the contrary, the Parties agree that the leases, licenses and concession agreement affecting the public Open Space at the time of the City's acquisition thereof shall be assigned directly from the Port to Developer.

4.3.2 Lease of Ninth Avenue Terminal Shed. Condition of Approval 23c adopted as part of the Project Approvals establishes a Request for Proposal process pertaining to the potential re-use of the Ninth Avenue Terminal Shed building. If, (a) at the completion of such Request for Proposal process City does not

award a contract for reuse of the Ninth Avenue Terminal Shed building, (b) the award of a contract for the reuse of the Ninth Avenue Terminal Shed does not result in the reuse of the Ninth Avenue Terminal Shed building or (c) the lease for the reuse of the Ninth Avenue Terminal Shed building terminates or expires during the Term of this Agreement City and Developer hereby agree that the City shall lease to Developer the Ninth Avenue Terminal Shed and all appurtenant areas used in conjunction therewith for and in consideration of the payment of One Dollar (\$1.00) per year on the terms and conditions hereinafter set forth. Such lease shall be referred to herein as the "Terminal Shed Lease".

4.3.2.1 Term of Lease. The term of the Terminal Shed Lease shall commence upon completion of Developer's obligation to Renovate the Ninth Avenue Terminal Shed and shall remain in effect until that date which is sixty six (66) years thereafter. Notwithstanding anything contained herein to the contrary, Developer shall have the right at any time on not less than six (6) months' prior written notice to City to terminate the Terminal Shed Lease.

4.3.2.2 Use. During the term of the Terminal Shed Lease, and otherwise subject to the terms hereof, Developer may use the Ninth Avenue Terminal Shed for any lawful purpose. Subject to the terms hereof, Developer may, during the term of the Terminal Shed Lease and without the City's consent, sublease or license all or any portion of the Ninth Avenue Terminal Shed

on terms and conditions acceptable to Developer in its sole and absolute discretion, and Developer may modify, amend, terminate, assign, convey, encumber, or otherwise hypothecate the Terminal Shed Lease or any such sublease or license thereof.

4.3.2.3 Taxes, Insurance, Maintenance. The parties agree that the costs of ownership of the Ninth Avenue Terminal Shed, including but not limited to real property and possessory taxes, insurance and maintenance ("Ownership Costs") shall be paid as follows during the term of the Ninth Avenue Terminal Shed Lease: (a) the CFD/CSD shall pay that portion of the Ownership Costs related to the portion of the Ninth Avenue Terminal Shed occupied by a non-profit entity or designated for use as a community center, and (b) Developer shall pay all other Ownership Costs.

4.3.3 Estoppels. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing that (a) the Master Lease and/or the Terminal Shed Lease is in full force and effect and the binding obligation of the Parties, (b) the Master Lease and/or the Terminal Shed Lease has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and identifying any administrative implementation memoranda entered into by the Parties, (c) to the knowledge of such other Party, neither Party is in default of its obligations under the Master Lease and/or Terminal Shed Lease, or

if such a default has occurred, to describe the nature of any such default, and (d) such other information regarding the Master Lease and/or Terminal shed Lease as a Party may request. A Party receiving a request hereunder shall execute and return such certificate within twenty (20) days following the receipt thereof, and if a Party fails so to do within such 20-day period, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The Director of City Planning, as to the City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees and Mortgagees. No Party shall, however, be liable to the requesting Party, or third Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

4.3.4 Indemnity. Except as otherwise specifically provided to the contrary in this Agreement, Developer shall indemnify the Indemnitees from any Losses arising out of, related to, or in connection with, the use or operation of the Existing Commercial Improvements or the Ninth Avenue Terminal.

4.3.5 Survival. Subject to the provisions of this Section 4.3, the rights and obligations of the Parties under this Section 4.3 shall survive the expiration or earlier Termination of the Term of this Agreement.

4.4. Ownership, Operation and Maintenance of the Public Open Space and the Public Improvements within the Project.

4.4.1 Ownership of Public Open Space. Developer shall cause fee title to the Public Open Space to be transferred to the City pursuant to the Tideland Trust Exchange Agreement entered into by Developer, the Port, and the State of California, acting by and through the State Lands Commission (the "State"). The terms and conditions for completion of this transfer are specified in Exhibit D to this Agreement.

4.4.1.1 Hazardous Materials. The parties acknowledge that the Public Open Space is currently impacted with various hazardous materials. Developer shall cause the Public Open Space to be Remediated pursuant to Exhibit D. The Remediation may occur after the City's acquisition of the Public Open Space and in phases prior to or concurrently with the development of the Project as set forth in Exhibit C, subject to the requirements established in Exhibit D.

4.4.2 Improvement of the Public Open Space. Developer, at its sole cost, shall be responsible for the construction of the Public Open Space improvements for that portion of the Public Open Space located east of the Lake Merritt

Channel pursuant to plans approved by the City, which plans shall be substantially similar to the conceptual plans included within the Project Approvals. Such improvements would be constructed pursuant to the phasing schedule set forth in the Exhibit C. Notwithstanding the foregoing to the contrary, Developer shall have the right to fund all or a portion of the costs associated with the construction of the Public Open Space improvements through the CFD. The City shall be responsible for the construction of the Public Open Space improvements for that portion of the Public Open Space located to the west of the Lake Merritt Channel pursuant to plans approved by the City.

4.4.3 Management. The City, through its Parks and Recreation Department, shall be responsible for the management of the Public Open Space, including, but not limited to, the organization, promotion and operation of any community recreation programs involving the Public Open Space and the issuance of any permits associated with a private party's use of the Public Open Space.

4.4.4 Maintenance. The City and Developer shall work together to form the CSD. Developer shall fund City costs and expenses incurred in connection with such formation, including without limitation, the retention of consultants, City overhead, City staff and City attorney time. It is contemplated that the formation of the District shall be based on the following:

4.4.4.1. Board of Directors. The CSD would be managed by a five (5) member board of directors. The board members would be recommended by the City Administrator and confirmed by the City Council; provided, however, the City shall appoint Developer representatives to four (4) board positions until the earlier to occur of (i) the date that Developer and its Affiliates no longer own any Development Parcels; or (ii) the expiration/Termination of this Agreement. Developer's representatives shall be subject to removal by City Council for cause.

4.4.4.2. Maintenance Obligations. The CSD would be responsible for day to day maintenance of the following public improvements pursuant to the Minimum Maintenance Standards attached hereto as Exhibit F:

i. The improvements within the Public Open Space (including, without limitation, the pile supported deck underlying Shoreline Park);

ii. The landscaping located within any public right of way within the Project Site, including, but not limited to, street trees and median landscaping;

iii. Street lights located within any public right of way within the Project Site;

iv. Street furniture located within any public right of way within the Project Site;

v. Storm drainage treatment improvements within Project (including, without limitation, the Storm Water Improvements, as defined below); and

vi. Sidewalks located within the Project public right of way and along the south side of Embarcadero.

4.4.4.3. Services. The CSD also would perform the following services:

i. Provide security services, including, but not limited to, burglar and fire alarm services, to protect lives and property;

ii. Abate graffiti; and

iii. Fund any operating shortfall associated with the portion of the Ninth Avenue Terminal Shed Building restored by Developer pursuant to the Project Approvals.

4.4.4.4. Funding. Regardless of whether or when the CSD is formed, (i) the CFD shall be formed, and (ii) full funding established and authorized as necessary to fulfill in perpetuity (A) the maintenance and service obligations specified in this Section 4.4 or otherwise specified for inclusion in the CSD or CFD budget and (B) all costs of ownership of the real property and improvements located within the Public Open Space, including, but not limited to, real property and possessory interest taxes and insurance. The foregoing (i) and (ii) shall be reviewed and approved by City prior to the First Final Map within the Project, and Developer

shall provide City with any information City determines necessary to complete such review and approval within a reasonable timeframe to enable Developer to comply with the Phasing Schedule set forth in Exhibit C and any other applicable deadlines. Developer shall bear all costs and expenses associated with the foregoing (i) and (ii), including without limitation, completion in a manner acceptable to City of any required elections and reports, retention of consultants, and reimbursement for City overhead, staff and City attorney time. It is currently contemplated that the CFD shall be a special tax on the residential components of the Project. The CFD budget shall include, without limitation, the costs and reserves for (a) annual operations (including, without limitation, any costs associated with indebtedness, inflation or depreciation) maintenance, repair or replacement of the public improvements specified in Section 4.4.4.2 and (b) the performance of all CSD services and obligations specified in this Agreement (including, without limitation, the insurance and indemnity obligations specified in Sections 4.4.4.5 and 4.4.4.6. Any sponsor of special events over and above the customary use of the Public Open Space (e.g. concerts, festivals, private parties and or public gatherings) shall be required to reimburse the CSD for any additional maintenance and security associated with such events that is not otherwise covered by the CSD's routine maintenance budget.

4.4.4.5. Insurance Requirements. The CSD shall acquire and maintain, and the CSD budget shall include sufficient funding for, insurance policies, including without limitation, Commercial General Liability, Automobile Liability, Workers' Compensation, Builder's Risk and Property, as determined acceptable by the City Risk Manager at the time the CSD is formed and the CSD budget is established.

4.4.4.6. Indemnity. The CSD shall Indemnify (with counsel reasonably acceptable to the Indemnitee) Indemnitees for any Losses arising out of or related to the CSD's performance (or failure to perform) its obligations. To the extent that Developer incurs Losses that arise through an act or omission of the CSD, the CSD shall Indemnify Developer for such Losses. The CSD budget shall include sufficient funding to fulfill the Indemnity obligations specified herein.

4.4.4.7. Formation Costs. Developer shall bear all costs and expenses associated with the formation of the CSD and CPD (including without limitation, completion in a manner acceptable to City of any required elections and reports) and the City's preparation or review of any documents or materials necessary in conjunction therewith, including, without limitation, the retention of consultants, and reimbursement for City overhead, staff and City attorney time.

4.4.5 Payment For Storm Water Management. Effective as of the City's acquisition of the Public Open Space, the City

hereby grants to Developer a non-exclusive easement over the Public Open Space for the purposes of installing, repairing, maintaining, removing and replacing such improvements as are reasonably necessary to meet the storm water management, treatment and mitigation requirements for the Project as required by any applicable City Regulations or Governmental Agency Regulations, including, but not limited to, the applicable "NPDES" permit (the "Storm Water Improvements"). Not in limitation of any other obligation in this Agreement, Developer shall indemnify the Indemnitees against any Losses associated with Developer's exercise of its rights or the performance of activities described in this Section 4.4.5.

4.5. Small Local Business Utilization Requirements.

Developer shall comply with those provisions of the Port's Non-Discrimination and Small Local Business Utilization Policy, and the Port's Prevailing Wage Requirements attached to this Agreement for reference purposes as Exhibit I.

4.6. Local Hiring and Job Training. Developer shall comply with the local hiring and job training requirements which are attached to this Agreement for reference purposes as Exhibit J.

4.7. Prevailing Wages. Developer shall comply with all applicable requirements of the California Labor Code, including prevailing wage requirements. Developer shall use all diligent efforts to ensure that its contractors and subcontractors comply

with all provisions of the California Labor Code applicable to the Project.

4.8. Compliance with Port Art in Public Places Ordinance. Developer shall comply with Port's Ordinance No. 3694, providing for art in public places, pursuant to the provisions of such Ordinance, attached as Exhibit K to this Agreement.

4.9. Equal Benefits. Developer shall comply with the requirements of the City's Equal Benefits Ordinance in effect as of the Adoption Date with respect to any contract or property contract as specified in Oakland Municipal Code 2.32.020 and 2.32.030.

4.10. Potential Reimbursement to Developer. The parties acknowledge that: (a) the Project Approvals require Developer to design and construct certain public improvements that the FEIR identifies Developer as having less than a 100% fair share responsibility for such improvements; and (b) other properties and developers may also directly benefit from such improvements.

As such, the City shall consider in good faith entering into a reimbursement agreement, or forming a benefit district, the purpose of which is to reimburse Developer for all costs in excess of Developer's fair share responsibility using funds obtained from the benefited properties/developers. Any such reimbursement mechanism shall be based on the following: (a) the City shall use commercially reasonable efforts to identify benefited properties and developers; (b) the reimbursement

shall be based upon a benefit formula established by the City Council (such benefit formula shall be based on ascertainable criteria, taking into account, to the extent ascertainable, the benefit actually conferred on the Project Site and the benefit conferred on other developers and properties, and the owners thereof). Developer shall bear the sole cost and expense for implementing such reimbursement mechanism; however, such costs and expenses may be reimbursed through funds collected thereunder.

4.11. Affordable Housing. Developer shall comply with the affordable housing requirements which are attached to this Agreement for reference purposes as Exhibit L.

4.12. Environmentally Sustainable Project. Developer's Project design shall, to the extent commercially practicable, incorporate elements in the Project design intended for environmental sustainability, including but not limited to, use of energy-conserving design and appliances, water-conserving fixtures and landscaping, recycled-content building materials, and low-waste construction techniques. As appropriate and subject to the foregoing provision of this Section 4.12, Developer, and its representatives for design and construction of the Project, shall work with City's environmental sustainability development staff to develop reasonable, appropriate and economically feasible environmental sustainability building goals and strategies for the Project.

4.13. General Provisions With Respect to Financing

Improvements. Developer shall have the right to request City to utilize, in connection with any Exactions or other on- or off-site improvement with respect to the Project, any public financing method then available under Applicable City Regulations or Laws applicable to such improvement. In connection with any such request, City shall consider, among other things, the utilization of the requested financing method, taking into account the requirements of the Applicable City Regulations and/or Laws, and the benefit to be derived with respect to the development of the Project of such public financing methods as they relate to the reduction in cost of development of the Project and the enhancement thereof to achieve the intent of the parties hereunder. If, after such good faith consideration, City agrees to utilize such financing method, City shall take such actions as may be necessary or appropriate in order so to do, and Developer shall cooperate therewith. The financing methods contemplated hereunder shall include, without limitation, formation of assessment benefit, maintenance or other districts, issuance of revenue bonds, and other similar methods which may be available from time to time, or at any time, during the Term of this Agreement. Developer shall reimburse City for all costs incurred under this Section 4.13.

4.14 Sewer Capacity. The parties acknowledge that the Project includes construction of sewer capital improvements that

mitigate the Project's impact on available capacity to treat waste water and storm water run-off. Developer's contribution to this capital improvement project is capped at one million dollars (\$1,000,000.00), payable prior to the completion of Phase II, as set forth in Exhibit C. Therefore, to the extent that any sewer connection fee charged by the City defrays the cost of similar sewer capital improvements, the Project shall not be required to bear and Developer shall not be required to pay the amount of such fee related to such capital component.

4.15. Chinatown Area Traffic Studies. Developer shall pay \$400,000.00 to the City to fund traffic studies or traffic improvements within the Chinatown area that are intended to resolve issues regarding pedestrian safety or traffic circulation. Such funds are payable as follows: (a) \$250,000.00 concurrently with the issuance of the first site permit for the Project and (b) \$150,000.00 concurrently with the issuance of the building permit for the 1,000th residential unit within the Project.

4.16 Temporary Bay Trail. Developer shall comply with the requirements regarding construction of a temporary Bay Trail which are attached to this Agreement for reference purposes as Exhibit N. Notwithstanding the terms and provisions in Article V to the contrary: (a) Developer shall indemnify the Indemnitees from any losses arising out of or related to construction of the temporary trail improvements; (b) the CSD shall indemnify the

Indemnitees and Developer from any Losses arising out of the public's use of the temporary trail improvements during permitted hours; provided, however, in the event that the CSD fails to indemnify or only partially indemnifies any one of the Indemnitees, Developer shall be responsible for indemnifying the Indemnitee to the extent that the CSD does not fully reimburse the Indemnitee for its Loss; and (c) City shall indemnify Developer and the CSD to the extent Developer or CSD incurs any Losses that do not arise out of or are related to an act or omission of Developer or CSD and that arise out of or are related to (a) any criminal activity occurring within the temporary trail improvements or (b) the public's use of the temporary trail improvement outside permitted hours. None of the obligations specified in the previous sentence shall extend to Losses caused solely by willful misconduct or gross negligence of the party to be indemnified. Nothing in this Section 4.16 shall be construed to limit any obligation of Developer specified in Exhibit D (Public Open Space Acquisition/Hazardous Materials), including, without limitation, obligations pertaining to insurance and indemnity.

ARTICLE V

INDEMNITY

5.1. Developer Indemnity. Except as hereinafter specifically otherwise provided, Developer shall indemnify the

Indemnitees from any Losses arising out of, related to, or in connection with (i) any City Approval (including any litigation or other proceeding initiated by a third Person challenging any City Approval); (ii) development and construction of the Project (including any Losses associated with any alleged violations of the California Labor Code); (iii) any Governmental Agency Approval (including any litigation or other proceeding initiated by a third Person challenging any Governmental Agency Approval); (iv) any accident, injury, bodily injury, or death, or loss of or damage occurring to property damage on any Developer Parcel, or any part thereof, or within the Public Open Space unless the loss is unrelated to any act or omission of Developer and arises at a time when Developer exercises no authority or control over the Public Open Space; (v) any use, possession, occupation, operation, maintenance, or management of the Project or the Project Site or any part thereof by Developer or any of its tenants, subtenants, Agents, or invitees; (vi) any act or omission of Developer or any of its Agents, architects, engineers, contractors, subcontractors or suppliers with respect to the development or use of the Project, or the Project Site; (vii) any latent design construction or structural defect relating to the improvements on the Development Parcels or otherwise within the control of Developer or its Agents; (viii) the physical, geotechnical or environmental condition of the Project Site or any part thereof, including any hazardous materials or other

contamination in, on, under or above the Project Site (including soils and groundwater conditions), and/or (viii) any civil rights actions or other legal actions or suits initiated by any user or occupant of the Project or the Project Site. Notwithstanding the provisions of the immediately preceding sentence to the contrary:

(a) to the extent that a Loss is caused solely by the gross negligence or willful misconduct of an Indemnitee, Developer's Indemnity obligation shall not extend to such Indemnitee's contributory share of the joint active negligence or willful misconduct; (b) in the event that any Indemnitee is partially or fully Indemnified by the CSD, Developer shall only be responsible for Indemnifying the Indemnitee to the extent that the CSD does not fully reimburse the Indemnitee for its Loss; and (c) Developer's Indemnity obligation under this Section 5.1 shall not apply to an Indemnitee to the extent losses are caused solely by a claim filed by the City to recover any decrease in or a loss of tax revenue by City or its Agents as a result of the invalidation of any City Approval applicable to the Project or the failure of the Project to generate projected real property taxes or sales tax revenues. If Developer is required to Indemnify one or more Indemnitees hereunder, Developer shall pay within thirty (30) days after receipt from City (together with appropriate backup) any amount owing by Developer to an Indemnitee under this Section 5.1. Developer's Indemnity obligation under this Section 5.1 includes the duty to defend Indemnitees in any court action,

administrative action or other proceeding brought by any third Person included within the Indemnitee obligations under this Section 5.1. In the event Developer is defending an Indemnitee with counsel designated by Developer, then such counsel shall be reasonably acceptable to City, except that, to the extent Losses subject to Developer's Indemnity hereunder are covered by insurance carried by Developer, then counsel designated by the insurance company providing such insurance coverage shall defend City. Upon the advice of the City Attorney, City shall retain the right to reject such insurance company designated counsel (on the basis of a conflict, incompetence or similar grounds) and to require Developer to retain counsel reasonably acceptable to City for Indemnitee's defense.

5.2. Insurance. Developer shall, at all times during the Term of this Agreement, maintain and keep in full force and effect at Developer's own cost and expense, the following policies of insurance in accordance with the terms and conditions of this Section 5.2. The insurance requirements and other provisions of this Agreement shall not limit Developer's Indemnification obligations under this Article V nor any other obligation Developer may have to any Indemnitee.

5.2.1. Commercial General Liability Insurance.

Developer shall maintain Commercial General Liability Insurance applicable to the Project and improvements thereon with limits of liability of not less than \$5,000,000.00 combined single limit

per occurrence and general aggregate. The Commercial General Liability Insurance hereunder shall include coverage for Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable. Each Commercial General Liability Insurance policy shall provide that it is primary and any other insurance or self-insurance available to City or Agency under any other policies shall be excess insurance over the insurance required by this Section 5.2.1. Each Commercial General Liability Insurance policy shall provide for severability of interests for all insureds and additional insureds under such policy. Each Commercial General Liability Insurance policy shall name City, Agency, their respective elected and appointed officials, officers, directors, agents, employees, and members of its Boards and Commissions as additional insureds so long as, and to the extent that, the insurer issuing the Commercial General Liability Insurance policy permits such Persons to be named as an additional insured and is at no additional cost to Developer.

5.2.2. Automobile Liability Insurance. Developer shall maintain Automobile Liability Insurance with a limit of liability of not less than \$2,000,000.00 combined single limit per occurrence and general aggregate. Each Automobile Liability Insurance policy shall include coverage for owned, leased, hired, or borrowed vehicles by or on behalf of Developer, or its agents.

Each Automobile Liability Insurance policy shall provide for severability of interests for all insureds and additional insureds under such policy. Each Automobile Liability Insurance policy shall name City, Agency, their respective elected and appointed officials, officers, directors, agents, employees, and members of its Boards and Commissions as additional insureds so long as, and to the extent that, the insurer issuing the Automobile Liability Insurance policy permits such Persons to be named as an additional insured and is at no additional cost to Developer.

5.2.3. Workers' Compensation Insurance. Developer shall maintain Workers' Compensation Insurance as required by the Laws of the State. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000.00. Developer certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. Developer shall comply with the provisions of Section 3700 of the California Labor Code.

5.2.4. General Requirements of Insurance. Each policy of insurance carried by Developer hereunder shall provide that it may not be cancelled without at least thirty (30) days' prior written notice to City. Developer shall furnish to City a certificate of each such policy of insurance, stating that such

insurance is in full force and effect and, in the case of the Commercial General Liability Insurance and Automobile Liability Insurance, showing additional insureds as required by Sections 5.2.1 and 5.2.2 above. Developer shall submit the ACORD Insurance Certificate, together with the additional insured endorsement set forth on a CG 20 10 10 93 Form Designated Insured Form and/or an or equivalent form as approved by the City's Risk Manager. Each insurance company issuing a policy of insurance hereunder shall have a Best's-Rating of at least A-. Any insurance required to be maintained by Developer hereunder may be maintained under a so-called "blanket policy", insuring other parties and other locations, so long as the amount of insurance required to be provided hereunder is not thereby diminished. The insurance required by this Agreement shall be the primary insurance and any insurance maintained by the City or the Agency shall be excess to and non-contributory with the insurance required hereunder.

5.2.5. City and Agency Right to Take Out Insurance.

If for any reason Developer fails to maintain any policy of insurance required under this Section 5.2, City or Agency may at City or Agency's option, after notice of such Event of Default given in accordance with Article VIII below, take out and maintain, at Developer's expense, such insurance in the name of Developer as required pursuant to this Section 5.2; however, any failure of City or Agency to take out or maintain insurance in

accordance with this Section 5.2.5 shall not limit or waive any of City's or Agency's rights or remedies under this Agreement.

Developer shall reimburse City or Agency, as applicable, for all costs and expenses incurred by City or Agency in so doing, promptly after demand by City or Agency for such costs and expenses.

5.2.6. Subcontractors. Should the Developer subcontract out the work required under this agreement, they shall include all subcontractors as insured under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Developer may require all subcontractors to provide at their own expense evidence of all the required coverage listed in this Schedule. If this option is exercised, both the City and the Developer shall be named as additional insureds under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.

5.2.7. Waiver of Subrogation. The parties waive all rights against the other parties and their respective Council members, officers, directors and employees for recovery of losses to the extent those losses are covered by (a) forms of insurance maintained by the parties or (b) the indemnity provided by the CGO.

5.2.8. Evaluation of Adequacy of Coverage. The City maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice; provided, however, that such modifications are commercially reasonable and are then generally applicable to or then being maintained by similarly situated prudent parties. Notwithstanding the foregoing to the contrary, in no event shall the City be able to modify the insurance requirements more than once every five (5) years.

5.3. Cooperation of City. If Developer is obligated to Indemnify an Indemnitee under this Article V, Developer shall coordinate and cooperate fully with the City Attorney in fulfilling such Indemnity obligation, shall use diligent efforts to fully protect City's rights, and shall keep the City Attorney fully informed of all developments relevant to such Indemnity (subject only to any privileges which prevent the communication of any such information to the City Attorney). City shall fully cooperate with Developer as necessary to facilitate Developer's fulfillment of such Indemnity obligation.

5.4 Survival; Other Obligations. Developer's obligations under this Article V and any other Developer Indemnity under City Approvals or otherwise may have shall survive any Termination. Developer's Indemnity obligations in this Article V are in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities that Developer may

have to any Indemnitee in the Project Approvals, Laws or otherwise.

5.5 Release of Claims Against City and Agency. Developer hereby waives and releases any and all claims against the Indemnitees from any Losses arising at any time, including all claims arising from the joint or concurrent negligence of Indemnitees. Notwithstanding the foregoing to the contrary, Developer retains any claims against an Indemnitee that arise out of the following which occur after the Adoption Date: (a) a breach of this Agreement, (b) an Indemnitee's negligence or willful misconduct or (c) an Indemnitee's fraud.

ARTICLE VI

ANNUAL REVIEW OF COMPLIANCE

6.1. Annual Review. City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project, in accordance with the provisions of Section 17.138.090 of the Development Agreement Ordinance and this Article VI. For purposes of this Article VI, any action authorized to be undertaken by City Council, at City's and Agency's option, may be undertaken by the governing body of Agency, either individually or jointly with City Council.

6.2. Developer's Submittal. Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the

Term, Developer shall apply for annual review of this Agreement, as specified in Section 17.138.090.A of the Development Agreement Ordinance, Developer shall pay with such application the City Application Fee in effect for annual review of development agreements under Existing City Regulations. Developer shall submit with such application a report to the Director of City Planning describing Developer's good faith substantial compliance with the terms of this Agreement during the preceding year. Such report shall include a statement that the report is submitted to City pursuant to the requirements of Government Code Section 65865.1, and Section 17.138.090 of the Development Agreement Ordinance.

6.3. Finding of Compliance. Within thirty (30) days after Developer submits its report hereunder, the Director of City Planning shall review Developer's submission to ascertain whether Developer has demonstrated good faith substantial compliance with the material terms of this Agreement. If the Director of City Planning finds and determines that Developer has in good faith substantially complied with the material terms of this Agreement, or does not determine otherwise within thirty (30) days after delivery of Developer's report under Section 6.2 above, the annual review shall be deemed concluded. If the Director of City Planning initially determines that such report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional

information or evidence as may be necessary to demonstrate good faith substantial compliance with the material terms of this Agreement. If the Director of City Planning concludes that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, he or she shall so notify Developer prior to the expiration of the 30-day period herein specified and prepare a staff report to the City Council with respect to the conclusions of the Director of City Planning and the contentions of Developer with respect thereto.

6.4. Hearing Before City Council to Determine Compliance.

After submission of the staff report of the Director of City Planning, the City Council shall conduct a noticed public hearing pursuant to Section 17.138.090.B of the Development Agreement Ordinance to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least sixty (60) days prior to such hearing, the Director of City Planning shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of all staff reports and other information concerning Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions and recommendations of the Director of City Planning. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good

faith substantial compliance with the material terms of this Agreement. If, after receipt of any written or oral response of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days after the date of the City Council's determination, and shall be reasonably related to the time necessary adequately to bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, subject to Force Majeure pursuant to Section 7.1 below, then the City Council may by subsequent noticed hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate or modify this Agreement, or take such other actions as may be specified in the Development Agreement legislation and the Development Agreement Ordinance. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to perfect the areas of noncompliance

hereunder, shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on a point-by-point basis in any hearing held by the City Council hereunder.

6.5. Meet and Confer Process. If either the Director of City Planning or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the Director of City Planning and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer in order to determine a resolution acceptable to both Parties of the bases upon which the Director of City Planning or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. If, as a result of such meet and confer process the Parties agree on a resolution of the bases related to the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. The results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution achieved through such meet and confer process.

Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon City Council acceptance of the results and recommendations of the meet and confer process.

6.6. Certificate of Compliance. If the Director of City Planning (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement, the Director of City Planning shall issue a certificate of compliance within ten (10) days thereafter, certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary in order to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the certificate of compliance in the Official Records of the County of Alameda.

6.7. Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to Section 6.4 above and takes any of the actions specified in Section 6.4 above with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by City Council pursuant to Section 14.14 below.

ARTICLE VII

PERMITTED DELAYS; SUPERSEDURE BY SUBSEQUENT LAWS

7.1. Permitted Delays. Performance by a Party of its obligations under this Agreement shall be excused during, and extended for a period of time equal to, any period of delay caused at any time by reason of Force Majeure. Promptly after learning of the occurrence of a Force Majeure event, the affected Party shall notify the other Party of the occurrence of such Force Majeure event. Upon the other party's receipt of such notice, the Term of this Agreement shall be extended by the period of the delay associated with the Force Majeure event specified in such therein.

7.2. Supersedure by Subsequent Laws.

7.2.1. Effect of Conflicting Law. As provided in Government Code §65869.5 of the Development Agreement Legislation, this Agreement shall not preclude application to the Project or the Project Site of changes in Laws, nor shall anything in this Agreement preclude City from imposing on Developer any fee required by Laws. As specified in Government Code §65869.5 of the Development Agreement Legislation, if any Law enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended by City as may be necessary to comply with such new Law. Immediately after

becoming aware of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. At the conclusion of such meet and confer process, and to the extent feasible in any event no later than ninety (90) days after such new Law takes effect, City shall initiate proceedings for the modification or suspension of this Agreement as may be necessary to comply with such new Law. Such proceedings shall be initiated by public notice given in accordance with the Applicable City Regulations, and the City Council shall make the determination of whether modifications to or suspension of this Agreement is necessary to comply with such new Law. The City Council's determination shall take into account the results of the meet and confer process between the Parties, including all data and information exchanged in connection therewith. To the extent feasible, the City Council shall make its determination hereunder within sixty (60) days after the date the proceedings hereunder are initiated.

7.2.2. Contest of New Law. Either Party shall have the right to contest the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The City Council, in making its determination under Section 7.2.1, shall take into account the likelihood of

success of any contest pending hereunder, and if the contesting Party has obtained interim relief preventing enforcement of such new law, then the City Council shall delay consideration of action on modifications to or suspension of this Agreement pursuant to Section 7.2.1 above until such contest is concluded or such interim relief expires.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES; ESTOPPEL CERTIFICATES

8.1. Events of Default. Subject to the provisions of this Agreement, any failure by a Party to perform any material term or provision of this Agreement shall constitute an "Event of Default", (i) if such defaulting Party does not cure such failure within thirty (30) days following written notice of default from the other Party, where such failure is of a nature that can be cured within such 30-day period, or (ii) if such failure is not of a nature which can be cured within such 30-day period, the defaulting Party does not within such 30-day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any notice of an Event of Default given hereunder shall specify in reasonable detail the nature of the failures in performance which the notifying party claims constitute the Event of Default and the

manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

8.2. Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by Laws or this Agreement.

Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for consequential damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

8.3. Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. In the event a Party determines that the other Party has not complied with any

applicable time limit governing performance under this Agreement by such other Party or governing the time within which such other Party must approve a matter or take an action, then the Party affected by such circumstance shall, prior to taking any other action under this Agreement or exercising any other right or remedy under this Agreement, notify such other Party of such failure of timely performance or such failure to render an approval or take an action within the required time period. In the case of City, Developer shall send such notice to the City's Agent, including the head of any Board or Commission, the President of the City Council, or the Mayor, having responsibility for performance, approval or action, as applicable, and to the City Administrator. Any such notice shall include a provision in at least ten face bold type as follows:

"YOU HAVE FAILED TIMELY TO PERFORM OR RENDER AN APPROVAL OR TAKE AN ACTION REQUIRED UNDER THE AGREEMENT: [SPECIFY IN DETAIL]. YOUR FAILURE TO COMMENCE TIMELY PERFORMANCE AND COMPLETE SUCH PERFORMANCE AS REQUIRED UNDER THE AGREEMENT OR RENDER SUCH APPROVAL TO TAKE SUCH ACTION WITHIN THIRTY (30) DAYS AFTER THE DATE OF THIS NOTICE SHALL ENTITLE THE UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED UNDER THE AGREEMENT AS A RESULT OF THE FOREGOING CIRCUMSTANCES."

The failure of the Party receiving such notice to proceed to commence timely performance and complete the same as required, or

render such approval or take such action, within such thirty (30) day period shall entitle the Party giving such notice to take any action or exercise any right or remedy available under this Agreement, subject to any additional notice, cure or other procedural provisions applicable thereto under this Agreement. Any deadline in this Agreement that calls for action by the City Council or other body that is subject to the requirements of the Ralph M. Brown Act, the City Sunshine Ordinance, or other noticing and procedural requirements, shall be automatically extended as may be reasonably necessary to comply with such requirements and with the City's ordinary scheduling practices and other procedures for setting regular public meeting agendas. No waiver by a Party of any failure of performance, including an Event of Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other action or inaction, or cover any other period of time, other than any action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a party to seek injunctive relief or other

expedited judicial and/or administrative relief to prevent irreparable harm.

8.4. Limitations on Actions. Unless otherwise provided by Laws, any action by any third Person to attack, review, set aside, void or annul any action or decision taken by a Party under this Agreement shall not be maintained by such Person unless such action or proceeding is commenced within ninety (90) days after the date such decision or action is made or taken hereunder.

8.5. Effect of Court Action. If any court action or proceeding is brought within the applicable statute of limitations by any third Person to challenge the City Council's approval of (a) this Agreement or any portion thereof, or (b) any Project Approval concurrently adopted with this Agreement, then (i) Developer shall have the right to Terminate this Agreement upon thirty (30) days notice in writing to City, given at any time during the pendency of such action or proceeding, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (ii) any such action shall constitute a permitted delay under Article 7.

8.6. Escoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing that (i) this Agreement is in full force and effect and a binding obligation of

the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and identifying any administrative implementation memoranda entered into by the Parties, and (iii) to the knowledge of such other Party, neither Party has committed an Event of Default under this Agreement, or if an Event of Default has to such other Party's knowledge occurred, to describe the nature of any such Event of Default. A Party receiving a request hereunder shall execute and return such certificate within twenty (20) days following the receipt thereof, and if a Party fails so to do within such 20-day period, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The Director of City Planning, as to City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees and Mortgagees. No Party shall, however, be liable to the requesting Party, or third Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

ARTICLE IX

MORTGAGEE PROTECTION; DEVELOPER RIGHTS OF CURE

9.1. Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage encumbering any interest in the Project. Notwithstanding the foregoing, no Event of Default shall defeat, render invalid, diminish or impair the lien of any Mortgage made for value, but, subject to the provisions of Section 9.2 below, all of the terms and conditions contained in this Agreement shall be binding upon, inure to the benefit of and effective against any Person (including any Mortgagee) who acquires title to the Project, or any portion thereof or interest therein or improvement thereon, by foreclosure, sheriff's sale, trustee's sale, or deed in lieu thereof.

9.2. Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee, unless such Mortgagee becomes a Transferee, shall have any obligation or duty under this Agreement, except that nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement project, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of City or Agency, under this Agreement, unless and until such Mortgagee has become a Transferee in the manner specified in Article X below.

9.3. Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City or Agency receives notice from a Mortgagee requesting a copy of any notice of an Event of Default given Developer hereunder and specifying the address for service

thereof, then City or Agency, as applicable, shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City or Agency that Developer has committed an Event of Default. If City or Agency makes a determination of noncompliance under Article VI above, City or Agency, as applicable, shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Such Mortgagee shall have the right (but not the obligation) to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's or Agency's notice within the applicable time periods for cure specified in this Agreement. If, however, the Event of Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Project, or portion thereof, such Mortgagee shall seek to obtain possession with diligence and continuity (but in no event later than one hundred and eighty [180] days after the notice of the Event of Default is given) through a receiver or otherwise, and shall thereafter remedy or cure such Event of Default or noncompliance promptly and with diligence and dispatch after obtaining possession. Other than an Event of Default or noncompliance (i) for failure to pay money; or (ii) that is reasonably susceptible of remedy or cure prior to a Mortgagee obtaining possession, so long as such Mortgagee is pursuing cure of the Event of Default or noncompliance in

conformance with the requirements of this Section 9.3, City or Agency shall not exercise any right or remedy under this Agreement on account of such Event of Default or noncompliance. When and if a Mortgagee acquires the interest of Developer encumbered by such Mortgagee's Mortgage and such Mortgagee becomes a Transferee pursuant to Section 10.6 below, then such Mortgagee shall promptly cure all monetary or other Events of Default or noncompliance then reasonably susceptible of being cured by such Mortgagee to the extent such that such Events of Default or noncompliance are not cured prior to such Mortgagee's becoming a Transferee pursuant to Section 10.6. If an Event of Default is not so reasonably susceptible of cure, then such Event of Default shall be deemed cured when such Mortgagee acquires such interest and becomes a Transferee pursuant to Section 10.6.

Subject to the Mortgagee protection provisions specified in this Section 9.3, nothing in this Agreement shall preclude City or Agency from exercising any right or remedy under this Agreement with respect to any Event of Default by Developer during the pendency of a Mortgagee's proceedings to obtain possession or title.

9.4. Priority of Mortgages. For purposes of exercising any remedy of a Mortgagee pursuant to this Article IX, or for becoming a Transferee in the manner specified in Article X below, the applicable Laws of State shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement.

between Mortgagees otherwise providing. Notwithstanding the foregoing, the rights of Port in its status as a Mortgagee, and with respect to becoming a Transferee in the manner specified in Article X below, shall at all times be junior, subject and subordinate to any other Mortgagee.

9.5. Effect of Mortgagee Protection Provisions on Port. The provisions of this Article IX with respect to Mortgagees as to Port, is intended solely to provide Port the necessary protection to enable Port to assume Developer's rights, duties and obligations under this Agreement in the event of a termination of one or more of the Development Parcel Ground Leases, and to establish the relative priority between Port and other Mortgagees with respect to the right of a Mortgagee to assume Developer's rights, duties and obligations under this Agreement. Nothing in this Article IX is intended to affect the rights, duties and obligations of Port under a Development Parcel Ground Lease as the Landlord or Lessor thereunder, and the ownership of Port of the fee title interest in those certain few Development Parcels subject to a Development Parcel Ground Lease, including that any Mortgage placed by Developer on a Development Parcel pursuant to the provisions of a Development Parcel Ground Lease, shall at all times remain subject and subordinate to the Landlord's fee or lessor's fee interest under the Development Parcel Ground Lease.

ARTICLE X

TRANSFERS AND ASSIGNMENTS; DEVELOPER CURE RIGHTS, ALLOCATION OF
DEVELOPER RIGHTS, DUTIES AND OBLIGATIONS

10.1. Limitations on Developer's Right to Transfer.

Developer acknowledges that the qualifications of Developer are of particular importance to City and Agency for, among others, the following reasons: (i) the importance of development of the Project Site to the Oak to Ninth Avenue District area and to the general welfare of City and Agency, with particular reference to City's and Agency's objectives as reflected in the Estuary Policy Plan and other applicable provisions of the General Plan and Redevelopment Plans (as applicable); (ii) City's and Agency's reliance upon the qualifications and ability of Developer to serve as the catalyst for development of the Project and to assure the quality of the use, operation and maintenance in the development of the Project; and that such qualifications and identity are material considerations inducing City and Agency to enter into this Agreement with Developer. In recognition of these factors, other than as expressly provided for in this Agreement, Developer may not sell, convey, assign, transfer, alienate or otherwise dispose of all or any of its interest or rights in this Agreement without in each instance obtaining the prior written approval of the City and Agency in accordance with this Article X. Approval of any one Transfer will not waive City's and Agency's right to require such approval for each and every Transfer. No Transfer shall be valid unless it is done for

a legitimate business purpose and not to deprive the City and Agency of any of the benefits under this Agreement. Developer shall reimburse the City and Agency for their reasonable costs of reviewing a proposed Transfer. Developer's rights to Transfer any right or interest under this Agreement shall be governed strictly in accordance with the provisions of this Article X, and no voluntary or involuntary successor-in-interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth in this Article X.

10.2. Conditions Precedent to All Transfers. The following conditions precedent must be satisfied prior to the effectiveness of Developer's Transfer of any right or interest under this Agreement:

10.2.1. No Event of Default. No Event of Default by Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, or in the event of a Transfer by Developer of its rights, duties and obligations with respect to a portion of the Project Site, no Event of Default by Developer shall be outstanding and uncured as to any Development Parcel included within the proposed Transfer as of the effective date of the proposed Transfer, unless City Council and Agency Board has received adequate assurances satisfactory to City Council and Agency Board in their sole discretion that such Event of Default shall be cured in a timely manner either by Developer or the Transferee under the Transfer. Notwithstanding the foregoing to

the contrary, the condition precedent set forth in this Section 10.2.1 shall not apply to Mortgagee Transferees.

10.2.2. Assumption Agreement. Developer or Transferee shall have delivered to City and Agency an Assumption Agreement, the form of which shall be subject to the City Council's prior approval. In the case of a Non-Exempt Transferee, such Assumption Agreement shall be delivered no later than forty-five (45) days prior to the effective date of the proposed Transfer. With respect to an Exempt Transferee, such Assumption Agreement shall be delivered no later than five (5) days prior to the effective date of the proposed Transfer. The Assumption Agreement shall be recorded in the Official Records of the County of Alameda concurrently with the consummation of the Transfer, and a copy thereof, certified by the County Recorder as a duplicate copy of the approved assumption agreement with recording information, shall be delivered to City and Agency within three (3) days after consummation of the Transfer; provided, however, the City's and Agency's failure to receive such certified copy shall not affect Developer's release from the assumed obligations.

10.3. Non-Exempt Transferee. Unless the proposed Transferee is an Exempt Transferee, Developer shall deliver the following information to the City and Agency at least forty-five (45) days prior to the effective date of the proposed Transfer:

a. The Assumption Agreement required under Section 10.2.2;

b. Information and documentation that is reasonably sufficient (such as financial statements) to evidence the proposed Transferee's ability to (1) perform the obligations under this Agreement to be assumed by the proposed Transferee and (2) implement the portion of the Project to be constructed on the portion of the Project Site to be acquired by the proposed Transferee. City Council and Agency Board will evaluate such evidence and any other relevant information and shall approve the Transfer if it determines that (x) all conditions precedent to Transfer pursuant to Section 10.2 have been fulfilled; and (y) the prospective Transferee has the experience and financial capacity to fulfill the obligations to be assumed by such Transferee.

10.4 Transfers to Exempt Transferees. Transfers to the following Transferees shall not require the City's or Agency's prior consent (collectively "Exempt Transferees"):

- a. Affiliates;
- b. Finished Parcel Developers;
- c. Pre-Qualified Developer Transferees; or
- d. Supported Transferees.

Transfers to Exempt Transferees are subject only to the conditions precedent set forth in Section 10.2 above,

10.5 Transfers Involving Improvement of Public Open

Space. Notwithstanding any term or provision of this Agreement to the contrary (including, without limitation, the definition of Master Developer Obligations), any Transfer that would release Developer from one or more obligation to improve Public Open Space shall require the City Council's prior written consent.

10.6 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon (i) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (ii) delivery to City and Agency of An Assumption Agreement pursuant to Section 10.2.2 above.

10.7 Effect of Transfer; Release; No Cross Default. A Transferee shall become a Party to this Agreement only with respect to the interest Transferred to it under the Transfer and then only to the extent set forth in the Assumption Agreement delivered under Section 10.2.2, above. Except in the event of a transfer to a Supported Transferee, Developer shall be released from all obligations assumed by the Transferee pursuant to the Assumption Agreement first accruing from and after the effective date of the Transfer; provided, however, that in no event shall Developer be released from any Master Developer Obligation without City and Agency approval as specified in Section 10.3 for Non Exempt Transfers. From and after the effective date of the

Transfer, (a) an Event of Default by the Developer under this Agreement shall have no effect on the Transferee's rights and obligations under this Agreement; and (b) an Event of Default with respect to any Transferee shall have no effect on the Developer's rights and obligations under this Agreement.

10.8. Right of Developer to Cure Supported Transferee Default. Concurrently with service thereon to any Supported Transferee, City and Agency shall deliver to Developer any notice given with respect to such Supported Transferee's alleged Event of Default. If City and Agency make a determination of noncompliance under Article VI above, City and Agency shall likewise serve to Developer notice of such Supported Transferee's noncompliance. Developer shall have the right, to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's and Agency's notice within the applicable time periods for cure specified in this Agreement. If, the Event of Default or such noncompliance is of a nature which can only be remedied or cured by Developer upon obtaining possession of the affected Development Parcel, Developer shall seek to obtain possession with diligence and continuity, and shall thereafter remedy or cure the Event of Default or noncompliance as soon as reasonably possible after obtaining possession. So long as Developer or the Supported Transferee demonstrates to the satisfaction of City and Agency that it is diligently pursuing cure of the Event of

Default or noncompliance in conformance with the requirements of this Section 10.8, City and Agency shall not exercise any right or remedy under this Agreement on account of such Event of Default or noncompliance; however, nothing herein shall prevent the City and Agency from seeking any right or remedy under this Agreement if it determines in its sole discretion that the Developer has failed to make such a showing.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1. Amendment or Cancellation. Except as expressly provided in this Agreement, this Agreement may be Terminated, modified or amended only by the consent of the Parties made in writing, and then only in the manner provided for in Section 55868 of the Development Agreement Legislation. Neither this Agreement nor any term, covenant, condition or provision herein contained shall be subject to initiative or referendum after the Effective Date.

11.2. Certain Actions Not an Amendment. Notwithstanding the provisions of Section 11.1 above, a modification to this Agreement which does not relate to the Term, permitted uses of the Project, location, density or intensity of uses of the Project, height, design or size of improvements within the Project, provisions for Dedications, or to any conditions, terms, restrictions and requirements relating to subsequent actions of City and Agency under Article IV, or related to any uses of the

Project, shall not require a noticed public hearing before the Parties execute such modification, but shall require the giving of notice pursuant to Section 65867 of the Development Agreement Legislation as specified by Section 65868 thereof.

ARTICLE XII

NOTICES

12.1. Procedure. All formal notices to a Party shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, or by overnight courier delivery, to such Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Oakland
Community and Economic Development Agency
250 Frank H. Ogawa Plaza, Suite 3330
Oakland, California 94612
Attention: Director of City Planning

Agency: Redevelopment Agency of the City of Oakland
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-2034
Attention: Redevelopment Director

Developer: Oakland Harbor Partners, LLC
c/o Signature Properties
4670 Willow Road, Suite 200
Pleasanton, CA 94588
Attention: Michael Ghielmetti
Marc Stice

With a
copy to: Oakland Harbor Partners, LLC
c/o Reynolds & Brown
1200 Concord Ave., Suite 200
Concord, CA 94520

Attention: Dana Parry

Notices and communications with respect to technical matters in the routine performance and administration of this Agreement shall be given by or to the appropriate representative of a Party by such means as may be appropriate to ensure adequate communication of the information, including written confirmation of such communication where necessary or appropriate. All formal notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by courier, on the delivery date or attempted delivery date shown on the return receipt or courier records. Any notice which a Party desires to be a formal notice hereunder and binding as such on the other Party must be given in writing and served in accordance with this Section 12.1.

12.2. Change of Notice Address. A Party may change its mailing address at any time by giving formal written notice of such change to the other Party in the manner provided in Section 12.1 at least ten (10) days prior to the date such change is effected.

ARTICLE XIII

COVENANTS RUNNING WITH THE LAND

12.1. Covenants Running With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors

(by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons that acquire a legal or equitable interest of Developer in the Development Parcels, or any portion thereof, or any interest therein, or any improvement thereon, whether by operation of Laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and permitted assigns as Transferees, as covenants running with the land pursuant to Section 65868.5 of the Development Agreement Legislation. This Agreement and the covenants shall run in favor of City and Agency without regard to whether City and Agency has been, remains or is an owner of any land or interest in the Development Parcels, the Public Open Space or any parcel or subparcel thereof.

13.2. Successors to City. For purposes of this Article XI.1, "City" includes any successor public agency, including Fort, to which land use authority over the Project may be transferred, which public agency shall, as part of such transfer, by written instrument satisfactory to City and Developer, expressly (i) assume all of City's rights, duties and obligations under this Agreement; and (ii) release and Indemnify City from all obligations, claims, liability or other Losses under this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1. Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the others in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City or Agency, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third Party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

14.2. Approvals. Unless otherwise provided in this Agreement, whenever approval, consent, satisfaction, or decision (herein collectively referred to as an "approval"), is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

Whenever, under this Agreement, the term "approve" (or any grammatical variant thereof, such as "approved" or "approval") is used in connection with the right, power or duty of City, or any representative board, commission, committee or official of City, to act in connection with any City Approval, such term shall only include the right to approve, conditionally approve, or disapprove in accordance with the applicable terms, standards and conditions of this Agreement.

14.3. Not A Public Dedication. Except for Exactions made in accordance with this Agreement, and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Project, or portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property.

14.4. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly

inequitable under all the circumstances or would frustrate the purposes of this Agreement.

14.5. Exhibits. The Exhibits listed below, to which reference is made herein, are deemed incorporated into this Agreement in their entirety by reference thereto:

- Exhibit A - CEQA Documents
- Exhibit B - City Development Fees
- Exhibit C - Phasing Schedule/Phasing Plan
- Exhibit D - Public Open Space
Acquisition/Hazardous Materials
- Exhibit E - Development Parcels
- Exhibit F - Minimum Maintenance Standards
- Exhibit G - Project Approvals
- Exhibit H - Site Plan
- Exhibit I - Port's Non-Discrimination and Small
Local Business Utilization and
Prevailing Wage Policy
- Exhibit J - Local Hiring and Construction Job
Training
- Exhibit K - Port Art in Public Places Ordinance
(Port Ordinance No. 3694)
- Exhibit L - Affordable Housing
- Exhibit M - Conditions of Approval and Mitigation
Measures Applicable to Whole Project
- Exhibit N - Construction of Temporary Bay Trail

14.6. Entire Agreement. This written Agreement and the Exhibits hereto, and any administrative implementation memoranda entered into pursuant to Section 3.15, contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto, and such administrative implementation memoranda. Neither the conduct or actions of the

Parties, nor the course of dealing or other custom or practice between the Parties, shall constitute a waiver or modification of any term or provision of this Agreement; and this Agreement may be modified or amended only in the manner specified in this Agreement.

14.7. Construction of Agreement. All of the provisions of this Agreement have been negotiated at arms-length between the Parties and after advice by counsel and other representatives chosen by each Party, and the Parties are fully informed with respect thereto. Therefore, this Agreement shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provisions hereof, or by reason of the status of either Party. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the Parties hereunder. The captions preceding the text of each Article, Section and the Table of Contents hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

14.8. Mitigation of Damages. In all situations arising out of this Agreement, each Party shall attempt to avoid and minimize the damages resulting from the conduct of the other

Party. Each Party shall take all necessary measures to effectuate the provisions of this Agreement.

14.9. Further Assurances; Covenant to Sign Documents.

Each Party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

14.10. Covenant of Good Faith and Fair Dealing. Neither Party shall do anything which shall have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and each Party shall do everything which this Agreement contemplates that such Party shall do in order to accomplish the objectives and purposes of this Agreement. The Parties intend by this Agreement to set forth their entire understanding with respect to the terms, covenants, conditions and standards for the development, use and occupancy of the Project and by which the performance of the rights, duties and obligations of the Parties hereunder shall be measured or judged.

14.11. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the Laws of the State.

14.12. References; Terminology. Unless otherwise specified, whenever in this Agreement, reference is made to the

Table of Contents, any Article or Section, or any defined term, such reference shall be deemed to refer to the Table of Contents, Article or Section or defined term of this Agreement. The use in this Agreement of the words "including," "such as" or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific items or matters, whether or not language of nonlimitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

14.13. Irregularity in Proceeding. No action, inaction or recommendation by a Party pursuant to this Agreement, or of City in connection with a City Approval, shall be held void or invalid, or be set aside by a court on the grounds of improper admission or rejection of evidence, or by reason of any error, irregularity, informality, neglect or omission (collectively, an "error") as to any matter pertaining to petition, application, notice, finding, record, hearing, report, recommendation or any matters of procedure whatsoever, unless after an examination of the entire record with respect to such error, including the evidence, the court finds that the error complained of was prejudicial, and that by reason of the error, the complaining Party, or third Person, sustained and suffered substantial

injury, and that a different result would have been probable if the error had not occurred or existed. No presumption shall arise that an error is prejudicial, or that injury resulted from an error, solely as a result of a showing that error occurred.

14.14. Judicial Proceeding To Challenge Termination. Any challenge made by Developer to City's Termination, modification, or amendment of this Agreement pursuant to a right so to do granted by this Agreement, shall be subject to review in the Superior Court of the County of Alameda and solely pursuant to California Code of Civil Procedure section 1094.5(c).

14.15. Conflicts of Interest. Developer shall use all diligent efforts to ensure that no member, officer, employee, or consultant of City or Agency who participates in any way in the Project or in the making of this Agreement, or a member of such Person's immediate family, shall have any personal financial interest in the Project or this Agreement or receive any personal financial benefit from the Project. Developer warrants that it has not paid or given, and will not pay or give, to any third Person any money or other consideration in exchange for obtaining this Agreement. Not in limitation of any other Indemnity obligation or Developer, Developer shall Indemnify City and Agency from any claims for real estate commissions or brokerage fees, finders or any other fees in connection with this Agreement.

14.16. Nonliability. No member, official, employee, agent, or member of its Boards and Commissions of City or Agency shall be personally liable to Developer, or any Transferee, in the event of any Event of Default committed by City or Agency or for any amount that may become due to Developer or a Transferee under the terms of this Agreement.

14.17. Developer's Warranties. Developer represents and warrants: (i) that it has access to professional advice and support to the extent necessary to enable Developer to fully comply with the terms of this Agreement and otherwise carry out the Project; (ii) that it is duly organized and validly existing under the laws of the State of California; (iii) that it has the full power and authority to undertake the Project; and (iv) that the Persons executing and delivering this Agreement are authorized to execute and deliver this Agreement on behalf of Developer.

14.18. Execution of Other Documentation. City, Agency and Developer shall execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement, so long as such documentation does not conflict with this Agreement.

14.19. Exercise of Police Power. The Parties acknowledge that City has exercised its police power in the interest of the parties, the citizens of City and the general public, by enacting this Agreement as its legislative act, and that full

implementation of this Agreement will confer substantial benefits to the citizens of City and the general public.

14.20. City of Oakland Campaign Contribution Limits.

Developer has dated and executed and delivered to City an Acknowledgement of Campaign Contributions Limits Form as required by Chapter 3.12 of the Oakland Municipal Code.

14.21 Employment Nondiscrimination. Neither Developer,

nor its successors, assigns, contractors and subcontractors shall not discriminate against any employee or applicant for employment in connection with construction of the Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, AIDS or AIDS-related complex, or physical or mental disability. In addition, each of the following activities shall be conducted in a nondiscriminatory manner: hiring; upgrading; demotion and transfers; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship.

14.22 Disabled Access. Developer shall construct the

Project in compliance with all applicable federal, state, and local requirements for access for disabled persons.

14.23 City Subject to Brown Act Requirements. Developer

acknowledges that all City Council actions are subject to the requirements of the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.), and the published

agenda of the City Council and procedures of the City Council applicable thereto. City shall cause all City Council actions to conform to the foregoing requirements and Developer shall take no action which would violate the foregoing requirements.

14.24. Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

14.25. Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement
as of the day and year first above written.

AUTHORIZED SIGNATURE OF CITY TO AGREEMENT:

CITY OF OAKLAND, a California
charter city

By: David A. Edgery
Deputy City Administrator
TCS: City Administrator

APPROVED AS TO FORM:

By: Heather Bodee Esq.
its City Attorney

AUTHORIZED SIGNATURE OF REDEVELOPMENT AGENCY OF CITY OF OAKLAND:

REDEVELOPMENT AGENCY OF THE CITY OF
OAKLAND, a public body corporate
and public

By: Deborah A. Edgerly
Its: Agency Administrator

APPROVED AS TO FORM:

By: Walter B. Lee, Jr.
Its Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

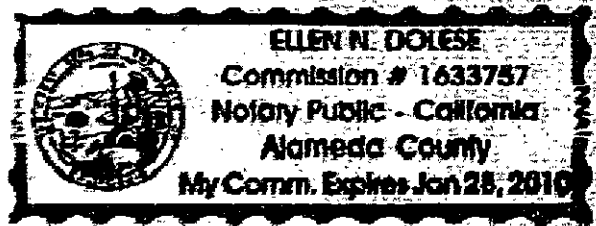
County of Alameda } ss

On 8-24-06 before me, Ellen N. Dolese, Notary Public

personally appeared Deborah A. Edgerly

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



ELLEN N. DOLESE
Commission # 1633757
Expires Jan 28, 2010

WITNESS my hand and official seal.

Ellen N. Dolese
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement Between City of Oakland Redevelopment Agency and Oakland Harbor Partners, LLC
Document Date: 8-24-06 Number of Pages: _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

- Signer's Name: Deborah A. Edgerly
- Individual
- Corporate Officer
- Partner - Limited General
- Attorney in fact
- Trustee
- Guardian or Conservator
- Other

Signer is Representing: City of Oakland

RIGHT THUMBPRINT OF SIGNER

AUTHORIZED SIGNATURE OF DEVELOPER TO AGREEMENT:
OAKLAND HARBOR PARTNERS, LLC, a
California limited liability
company

By: Signature Properties, Inc., its
Managing Member

By: 
Michael Ghielmetti, President

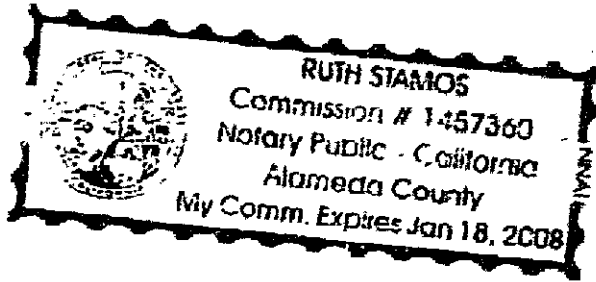
State of California
County of Alameda

}ss.

On August 29, 2006 before me, Ruth Stamos, Notary Public.
Date

personally appeared Michael Ghielmetti
Name of Signer(s)

- ✓ Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Ruth Stamos
 Ruth Stamos-Commission No 1457360
 Commission Expiration Date January 18, 2008

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement-Final Execution Copy 7/18/06

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Other than Named Above: _____

Signers Name: _____

- Individual
- Corporate Officer-Title(s): _____
- Partner- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing, _____

EXHIBIT A

CEQA DOCUMENTS

EXHIBIT A

CEQA DOCUMENTS

CEQA Documents for the Oak to Ninth Mixed Use Development Project

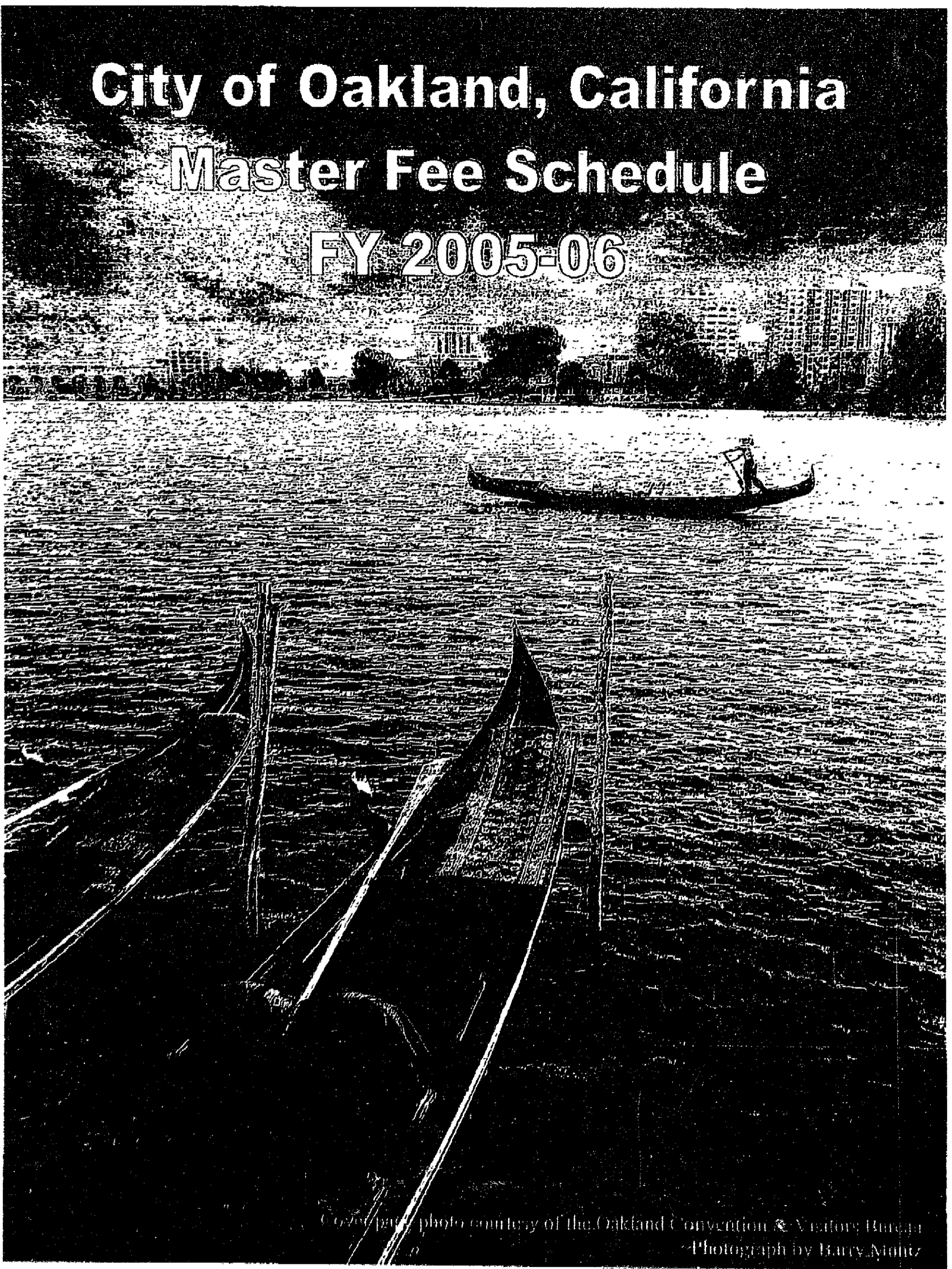
1. Oak to Ninth Avenue Project
Draft Environmental Impact Report, August 2005
State Clearinghouse No. 2004062013
Public Review Period: September 1, 2005 – October 24, 2005
2. Oak to Ninth Avenue Project
Final Environmental Impact Report, February 2006
State Clearinghouse No. 2004062013
Published February 1, 2006
3. Oak to Ninth Avenue Project
Addendum #1 to the Certified Environmental Impact Report
State Clearinghouse No. 2004062013
Published June 7, 2006

EXHIBIT B
CITY OF OAKLAND, CALIFORNIA
MASTER FEE SCHEDULE
FY 2005-06

City of Oakland, California

Master Fee Schedule

FY 2005-06



Cover page photo courtesy of the Oakland Convention & Visitors Bureau
- Photograph by Barry Nitz

CITY OF OAKLAND
MASTER FEE SCHEDULE
 Effective: July 1, 2005

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Budget Office	B-1
Citizens' Police Review and Special Activities	B-1
Contract Compliance and Employment Services	B-3
KTOP	B-3
Marketing	B-9
Nuisance Enforcement	B-9
Office of the City Attorney	C-1
Office of the City Auditor	D-1
Office of the City Clerk	E-1
Finance & Management	F-1
Financial Management	F-1
Information Technology Management	F-3
Parking Management	F-4
Police Services	G-1
Fire Services	H-1
Cultural Arts	I-1
Henry J. Kaiser Convention Center	I-1
Museum	I-2
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Library Services	J-1
Parks and Recreation	K-1
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Public Works	M-1
Administrator	M-1
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CITY OF OAKLAND
MASTER FEE SCHEDULE
Effective: July 1, 2005

DESCRIPTION AND PROCESS

The Master Fee Schedule was established by the City Council in 1976. At that time, the Council passed Ordinance No. 9336 CMS that repealed all other references to fees and consolidated them within one document, the Master Fee Schedule. All new and revised fee proposals are reviewed by the Council and, if adopted, incorporated into this Schedule.

The FY 2005-06 Master Fee Schedule was adopted by the City Council on June 28, 2005, through Ordinance No. 12676 CMS. A copy of the ordinance is provided on the following two pages.

The Master Fee Schedule reflects the City's Policy on Fees and Charges, a copy of which is presented after the FY 2005-06 adopting ordinance, on the following pages.

The Budget Office is charged with the general maintenance of the Schedule. This includes reviewing requests to modify the document, periodic review of fees to assure that they are equitable and reflect the cost of services, and preparation of transmittals to the Council for recommended changes to fees.

In addition, all City Agencies have a role in fee schedule policies and maintenance. All Agencies and Departments that levy fees are responsible for:

1. including all fees which are levied in the Master Fee Schedule;
2. keeping updated copies of the Schedule available and in clear display;
3. proposing fees which reflect the cost of services provided by the City; and
4. providing for the annual revision of fees or proposing changes in fees consistent with the intent of the Master Fee Schedule.

There are two procedures for revising the Schedule: (1) During the biennial budget process or the Midcycle budget review; and (2) Outside of the budget process. During the budget process, Agencies / Departments submit proposed fee changes with their budget proposals. Fee revisions approved by the City Administrator are presented to the Council and included in the legislation adopting the budget. At other times of the year, an Agency / Department may submit proposed revisions (by memorandum) to the Budget Office for review. Fee changes recommended by the Budget Director are forwarded to the City Administrator. If approved by the City Administrator, these requested fee changes are presented to the Council in the form of an ordinance amendment prepared by the requesting Agency / Department, accompanied by a staff report from the Agency / Department. All fee changes, regardless of time of the year, must be reviewed and approved by the Budget Office and the City Attorney's Office, and further authorized by the City Administrator for presentation to the Council.

For both processes, specific public notification and procedures are mandated. A notice of a public hearing regarding the Schedule is published. In addition, the Office of the City Clerk will mail information regarding proposed modifications to any interested party who has filed a written request with the City Clerk for such notice. The Council then holds a public hearing regarding any proposed changes before adoption of revisions.

ORDINANCE NO. 12676 C.M.S.

Introduced by Councilmember _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 12611 C.M.S. (MASTER FEE SCHEDULE), AS AMENDED, TO ESTABLISH, MODIFY AND DELETE FEES ASSESSED BY THE OFFICE OF THE CITY ADMINISTRATOR, OFFICE OF THE CITY AUDITOR, COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY, CULTURAL ARTS DEPARTMENT, FIRE SERVICES AGENCY, OFFICE OF PARKS AND RECREATION, POLICE SERVICES AGENCY, AND PUBLIC WORKS AGENCY.

WHEREAS, the City of Oakland periodically updates its Master Fee Schedule to account for general cost of living increases and program changes or other costs; and

WHEREAS, the fee modifications and additions proposed herein have been justified by the respective agencies and are identified in an "Agenda Report" dated May 17, 2005 to Deborah Edgerly, City Administrator, entitled "An Ordinance Amending Ordinance Number 12611 C.M.S. (Master Fee Schedule), as Amended, to Establish, Modify, and Delete Fees Assessed by selected Offices, Departments, and Agencies of the City of Oakland"; and

WHEREAS, the City Council finds and determines that the herein-referenced modifications and additions are necessary to reimburse the City for the costs of performing the various municipal and regulatory functions; and

WHEREAS, a Public Hearing was held on May 17, 2005, to review the proposed fee changes;

NOW THEREFORE, the Council of the City of Oakland does hereby ordain as follows:

Sections 1. The Master Fee Schedule as set forth in Ordinance Number 12611 C.M.S., as amended, is hereby amended to modify and establish fees assessed by the Office of the City Administrator, Office of the City Auditor, Community and Economic Redevelopment Agency, Cultural Arts Department, Fire Services Agency, Office of Parks and Recreation, Police Services Agency, and Public Works Agency and as set forth in Exhibit A, attached hereto and made a part hereof.

Section 2. This ordinance shall be effective on July 1, 2005 upon approval by the Council of the City of Oakland.

Introduction Date: **MAY 31 2005**

IN COUNCIL, OAKLAND, CALIFORNIA, **JUN 28 2005**

PASSED BY THE FOLLOWING VOTE:

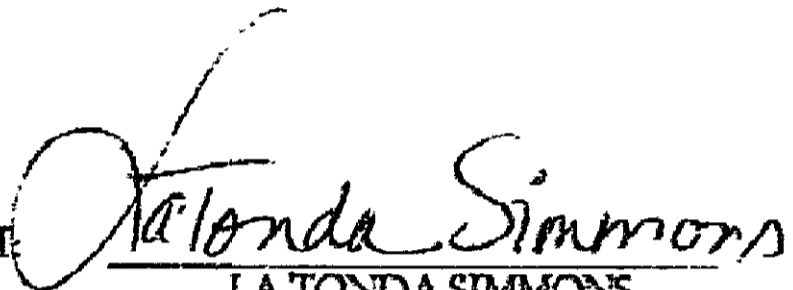
AYES: **BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL,
REID, QUAN, AND PRESIDENT DE LA FUENTE - 8**

NOES: \emptyset

ABSENT: \emptyset

ABSTENTION: \emptyset

ATTEST:



LA TONDA SIMMONS


City Clerk and

Clerk of the Council

Of the City of Oakland, California

INTRODUCED BY COUNCILMEMBER _____

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

RESOLUTION NO. 77924 C.M.S.

2003 JUN 12 PM 5:07

RESOLUTION ADOPTING A POLICY ON CHARGES FOR THE CITY OF OAKLAND'S SERVICES

WHEREAS, a Master Fee Schedule for the City of Oakland was established in 1976 and has been maintained since that date, with changes approved by Council; and

WHEREAS, the Master Fee Schedule allows the public and City staff to obtain a better understanding of all fees, rates and permits charged by the City of Oakland; and

WHEREAS, existing procedures and responsibilities regarding the Master Fee Schedule are contained in the City's Administrative Instruction 19, but have never been formally adopted by the City Council; and

WHEREAS, it is the goal of the City that all financial policies of the City of Oakland be consolidated and formally approved by the City Council; now therefore be it

RESOLVED: that the City Council of the City of Oakland hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct

Section 2. The City Council hereby adopts a policy on fees and charges as set forth below:

POLICY ON CHARGES FOR THE CITY OF OAKLAND'S SERVICES

I. Purpose

This policy states procedures and regulations to be followed regarding charges for the City of Oakland services.

II. Applicable Legislation

The Master Fee Schedule was established by the City Council in Ordinance No. 9336 C.M.S. on June 29, 1976, in order to:

- 1 Provide easier access to and a better understanding by the public of all the City of Oakland's charges for service;

2. Provide equity in distributing the cost burden for City services on the beneficiary and the taxpayer, consistent with sound fiscal and management principles;
3. Provide for charges that reflect the cost, when deemed appropriate by the City Council, of services provided by the City of Oakland. Services include personnel, facilities, or equipment.
4. Provide for annual revision of charges.

At the same meeting, the Council passed Ordinance No. 9337, C.M.S. which amended or repealed certain sections of Oakland City Codes and certain ordinances and resolutions, as necessary, to effect the Master Fee Schedule. The effect of this ordinance was to delete or amend any existing references to charges or charge policy. Any charges or charge policies are to appear only in the Master Fee Schedule.

III. General Responsibilities

City Manager

The City Manager, shall be responsible for the general maintenance and control of the Master Fee Schedule, including, but not limited to:

1. The review of all requests for the addition to, or the deletion, or modification of charges or policies in the Master Fee Schedule;
2. The maintenance of the Master Fee Schedule, including annual revisions and reprinting of the document, upon Council approval of modifications;
3. Ensuring that ordinances passed into law which affect the City's charges become part of the Master Fee Schedule; and
4. Reviewing the City's charges on a regular basis to make certain: 1) that they reflect the cost of services provided by the City; and 2) that they provide equity in distributing the cost burden onto the service recipient and the taxpayers, consistent with sound fiscal and management principles.

These responsibilities currently are performed by the Budget Office under the City Manager supervision and control.

Other Departments

All agencies/departments that levy charges on the public shall be responsible to the City Manager for:

1. Including all charges which are levied on the public in the Master Fee Schedule;
2. Keeping updated copies of the Master Fee Schedule available and in clear display for the public;

3. Proposing fees which reflect the cost of services provided by the City; and
4. Reviewing their charges annually, or upon changes in the cost of providing service (such as union-negotiated increases), and proposing changes in charges consistent with the intent of the Master Fee Schedule.

IV. Annual Review and Approval

The City Manager shall be responsible for coordinating an annual review of the Master Fee Schedule in conjunction with the two-year budget or mid-cycle budget. The purposes of the review are: 1) to adjust charges to reflect changes in the cost of providing services; 2) implement new charges; and 3) delete charges that are no longer used. Although the need for charge modifications should be methodically considered during the annual update, this should not be construed to preclude the implementation of new charges at any time during the year.

Every year during the budget process (May-June), the City Manager, shall prepare an agenda report for the City Council, outlining modifications to charges proposed for the following year, with anticipated revenue changes by department. The agenda report must be accompanied by an ordinance reflecting the proposed changes, for Council consideration and approval. The Council shall approve any proposed changes by July 1 of the fiscal year for which the proposed changes are proposed.

The Budget Office, under the direction and supervision of the City Manager currently performs these functions.

JUL 15 2003

In Council, Oakland, California, _____, 2003

PASSED BY THE FOLLOWING VOTE:

Ayes- BROOKS, BRUNNER, CHANG, NADEL, QUAN, REID, WAN AND
PRESIDENT DE LA FUENTE **-8**

Noes-

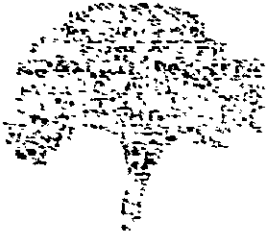
Absent-

Abstention-

*Chlo Floyd
City Clerk
City of Oakland*

MASTER FEE SCHEDULE CONTACT INFORMATION

<u>AGENCY / DEPARTMENT</u>	<u>PHONE NUMBER</u>
City Council	(510) 238-3266
City Administrator	(510) 238-3301
American with Disabilities Act Program	(510) 238-5219
Budget Office	(510) 238-2130
Citizens' Police Review and Special Activities	(510) 238-2186
Contract Compliance and Employment Services	(510) 238-3301
KTOP	(510) 238-6565
Marketing	(510) 238-2106
Nuisance Enforcement Unit	(510) 238-2186
City Attorney	(510) 238-3827
City Auditor	(510) 238-3378
City Clerk	(510) 238-3611
Finance & Management	(510) 238-2220
Financial Management.....	(510) 238-2220
Information Technology Management	(510) 238-2274
Parking Management.....	(510) 986-2692
Police Services	(510) 238-3455
Fire Services	(510) 238-3856
Cultural Arts	
Henry J. Kaiser Convention Center	(510) 238-7765
Museum	(510) 238-2172
Library Services	(510) 238-3134
Parks and Recreation	(510) 238-3092
Human Services	(510) 238-3121
Public Works	(510) 238-3961
Community and Economic Development	(510) 238-3344



City of Oakland
Master Fee Schedule
Effective July 1, 2005

CITY COUNCIL

FEE DESCRIPTION

FEE UNIT

CITY COUNCIL ADMINISTRATION

A. COUNCIL DISTRICT HANDBOOK

- | | | | |
|---|---------------------------------|------|------|
| 1 | Handbook (Including Tax) | 6.00 | Each |
| 2 | Handbook - Handling and Postage | 1.00 | Each |



FEE DESCRIPTION

FEE UNIT

AMERICANS WITH DISABILITIES ACT PROGRAMS

A. AMERICANS WITH DISABILITIES ACT (ADA) - TECHNICAL ASSISTANCE

1	Publications	200-45.00	Publication
2	Technical Training	110.00	Person/Hour
3	Expert Witness Fee	200.00	Hour

BUDGET OFFICE

A. BIENNIAL POLICY BUDGET

1	Proposed	25.00	Each
2	Budget in Brief	10.00	Each
3	Adopted	35.00	Each

B. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM PUBLICATION

15.00 Each

C. MASTER FEE SCHEDULE

15.00 Each

D. FIVE YEAR FINANCIAL FORECAST

10.00 Each

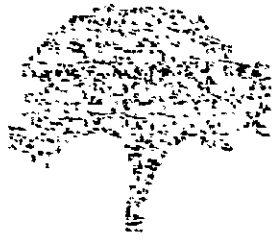
E. OAKLAND REDEVELOPMENT AGENCY (ORA) BIENNIAL BUDGET

15.00 Each

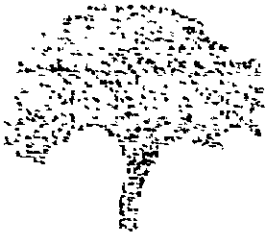
CITIZENS' POLICE REVIEW AND SPECIAL ACTIVITIES

A. APPLICATION FILING FEE FOR A SPECIAL ACTIVITY PERMIT AS REQUIRED BY OAKLAND MUNICIPAL CODE

1	Pet Shop, Animal Hospital, and Kennel Permit	200.00	Permit
2	Mechanical and Electronic Games	400.00	Permit
3	Theater Permit	400.00	Permit
4	Moving Picture Permit	200.00	Permit
5	Dance Hall Permit	400.00	Permit
6	Cabaret Permit	600.00	Permit
7	Pool Room & Bowling Alley Permit	400.00	Permit
8	Skating Rink Permit	400.00	Permit
9	Riding Academy Permit	400.00	Permit
10	Miniature Golf Course Permit	200.00	Permit
11	Carnival Permit	200.00	Permit
12	Outdoor Amusement Center Permit	200.00	Permit
13	Trampoline Center Permit	200.00	Permit
14	Massage Establishment Permit		
	a Original	400.00	Permit
	b Renewal	280.00	Permit/Year



FEE DESCRIPTION	FEE	UNIT
A. APPLICATION FILING FEE FOR A SPECIAL ACTIVITY PERMIT AS REQUIRED BY OAKLAND MUNICIPAL CODE		
15 <i>Massage Therapist and Trainee Permit</i>		
a Original	100.00	Permit
b Renewal	50.00	Permit/Year
c Upgrading from Trainee to Therapist	60.00	Permit
d Replacement of Badge	30.00	Permit
e Change of Workplace	20.00	Each
16 <i>Pawn Broker Permit</i>	310.00	Permit
17 <i>Second Hand Jewelry Dealer, Second Hand Dealer, Exchange Dealer Permit</i>	310.00	Permit
18 <i>Storage of Second Hand Building Materials Permit</i>	60.00	Permit
19 <i>Scrap Dealer Permit</i>	310.00	Permit
20 <i>Scrap Collector Permit</i>	310.00	Permit
21 <i>Owner's Permit to Operate a Motor Vehicle</i>		
a Escort Service	250.00	Permit
b Limousine	250.00	Permit
22 <i>Livery Stable</i>	200.00	Permit
23 <i>Flying Field, Heliport, Helistop Permit</i>	200.00	Permit
24 <i>Outdoor Sound Amplification</i>	30.00	Permit
B. NOTICE OF HEARING ON THE APPLICATION FOR A SPECIAL ACTIVITY PERMIT. NOTICE TO BE PUBLISHED ONCE IN THE OFFICIAL NEWSPAPER OF THE CITY OF OAKLAND	40.00	Permit
C. APPEAL FILING FEE, SPECIAL ACTIVITY PERMITS	125.00	Appeal
D. FEES FOR CHARITABLE SOLICITATION PERMIT		
1 <i>Application Filing Fee</i>	20.00	Application
2 <i>For Each Event in Excess of One (1) to be Held During Period of Permit for Each Participating Group, Branch, Division, Department or Other Similar Subdivision of the Person Applying for Permit or Registration Certificate</i>	10.00	Event
3 <i>Rehearing Filing Fee</i>	20.00	Application
4 <i>Appeal Filing Fee, Special Activity Permits</i>	200.00	Appeal
E. ANNUAL PERMIT TO CONDUCT BINGO GAMES FOR CHARITY	50.00	Year
<i>Bingo Hall Permit Fee for Manager of Bingo Hall</i>	1,000.00	Permit
F. MEDICAL CANNABIS DISPENSARY PERMITS		
1 <i>Application Fee</i>	400.00	Application



FEE DESCRIPTION	FEE	UNIT
F. MEDICAL CANNABIS DISPENSARY PERMITS		
2 Dispensary with four (4) to five hundred (500) qualified patients or caregivers	5,000.00	Nonrefundable annual regulatory fee
3 Dispensary with five hundred and one (501) to one thousand (1000) qualified patients or caregivers	10,000.00	Nonrefundable annual regulatory fee
4 Dispensary with one thousand and one (1001) to one thousand five hundred (1500) qualified patients or caregivers	15,000.00	Nonrefundable annual regulatory fee
5 Dispensary with one thousand five hundred and one (1501) or greater qualified patients or caregivers	20,000.00	Nonrefundable annual regulatory fee

CONTRACT COMPLIANCE AND EMPLOYMENT SERVICES

A. SERVICE FEE FOR MANUAL

1 Standardized Contract Training	35.00	Book
2 Post Award Service Fee for Manual - Post Award	15.00	Book

KTOP

A. PRODUCTION SERVICES

1 Videocassette Duplication		
a. VHS T120 (60 minutes)	5.00	Tape
b. Super VHS T120		
1 Super VHS Legislative Program (120 minutes)	5.00	Tape
2 VHS duplication of non-legislative programs (30 minutes)	15.00	Tape
3 VHS duplication of non-legislative programs (60 minutes)	20.00	Tape
4 VHS duplication of non-legislative programs (120 minutes)	25.00	Tape
5 BetacamSP duplication / including stock (30 minutes)	35.00	Tape
6 BetacamSP duplication / including stock (60 minutes)	50.00	Tape
7 DG Duplication / including stock (30 minutes)	35.00	Tape
8 DG Duplication / including stock (104 minutes)	60.00	Tape
9 DVD copies (KTOP Original Programming Only)	20.00	DVD
c. Raw Stock (tapes)		
1 VHS (30 minutes)	5.00	Tape
2 SVHS (30 minutes)	8.00	Tape
3 SVHS (60 minutes)	10.00	Tape
4 BETA SP (15 minutes)	10.00	Tape
5 BETA SP (15 minutes)	12.00	Tape
6 BETA SP (30 minutes)	14.00	Tape
7 BETA SP (60 minutes)	20.00	Tape



City of Channahon
 Master Fee Schedule
 Effective: July 1, 2005

CITY ADMINISTRATION

FEE DESCRIPTION

FEE UNIT

A. PRODUCTION SERVICES

1 Videocassette Duplication

c Raw Stock (tape)

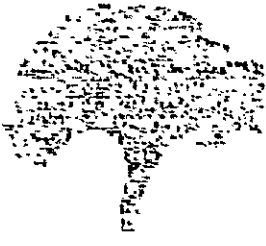
8 BETA SP (90 minutes)	31.00	Tape
9 D5 (30 minutes)	25.00	Tape
10 D9 (104 minutes)	45.00	Tape

d Audio Tapes (blank)

1 Normal Bias (120 minutes)	1.50	Tape
2 High Bias (120 minutes)	2.50	Tape

2 On-Line Studio Production and Editing Equipment Rental

a Stage Rental - (City Agency)	100.00	Hour
b. Stage Rental - (City Agency)	350.00	Half Day
c Stage Rental - (City Agency)	500.00	Day
d Stage Rental - Non-City Organizations	125.00	Hour
e. Stage Rental - Non-City Organizations	425.00	Half Day
f Stage Rental - Non-City Organizations	750.00	Day
g Stage Rental - Non-City Organizations	500.00	Build/strike day
h. Phone Bank System	170.00	Day
i. Teleprompter	20.00	Hour
j Voice-Over Studio (City Agencies)	25.00	Hour
k. Voice-Over Studio (Non - City Agencies)	50.00	Hour
l. 900 Amp Electrical	150.00	Day
m. Grip Package	200.00	Day
n. Lighting Package	250.00	Day
o Sound Package - mixer, boom, shotgun & lav mics	100.00	Day
p Betacam SP Deck	200.00	Day
q Production Control Room & Studio Cam	1,650.00	Day
r Digital S / D9 Deck	200.00	Day
s Discreet "Edit" Digital Editing System (Hourly)	60.00	Hour
t Discreet "Edit" Digital Editing System (Daily)	350.00	Day
u Media 100 Digital Editing System. (Hourly)	60.00	Hour
v Media 100 Digital Editing System (Daily)	350.00	Day
w. Macintosh Graphic Workstation	30.00	Hour
x Macintosh Graphic Station	200.00	Day
y Final Cut Editing System	50.00	Hour



FEE DESCRIPTION **FEE UNIT**

A. PRODUCTION SERVICES

<p>2 <i>On-Line Studio Production and Editing Equipment Rental</i></p> <p>z Final Cut Editing System</p> <p>za Macintosh Graphic Station</p> <p>3 <i>Individual Lights</i></p> <p>a. Fresnels</p> <p>1 Baby 10K</p> <p>2 Baby 5K</p> <p>3 2K Juniors</p> <p>4 2K Baby Juniors</p> <p>5 1K Baby</p> <p>6 650W Tweeny</p> <p>7 200W Midget</p> <p>b. Open Face</p> <p>1 2K Mighty Mole</p> <p>2 1K Mighty Mole</p> <p>c. Soft Lights</p> <p>1 6K Space Lights</p> <p>2 2K Zip</p> <p>3 1K Supersoft</p> <p>4 750w Zip</p> <p>d Kino Flows - 4 X 4 Fixture</p> <p>e DIYA</p> <p>f Image BC</p> <p>g Miscellaneous Lighting</p> <p>1 Source 4 Leko</p> <p>2 Lowell Video Kits</p> <p>4 <i>Single Camera D9 Field Production Package with Lights & Sound (Excluding Labor)</i></p> <p>a Half Day</p> <p>b Full Day</p> <p>c Single Camera Package Sony PD-150</p> <p>5 <i>Switched D9 Field Event with 2-3 Cameras</i></p> <p>a Half Day</p> <p>b Full Day</p> <p>c DV Camcorder</p>	<p>240.00 Day</p> <p>60.00 Hour</p> <p>115.00 Day</p> <p>65.00 Day</p> <p>45.00 Day</p> <p>45.00 Day</p> <p>35.00 Day</p> <p>28.00 Day</p> <p>25.00 Day</p> <p>35.00 Day</p> <p>30.00 Day</p> <p>75.00 Day</p> <p>35.00 Day</p> <p>30.00 Day</p> <p>25.00 Day</p> <p>65.00 Day</p> <p>35.00 Day</p> <p>120.00 Day</p> <p>40.00 Day</p> <p>50.00 Day</p> <p>300.00 1 - 4 Hours</p> <p>450.00 4-7.5 Hours</p> <p>150.00 Day</p> <p>500.00 Half-day</p> <p>1,000.00 Day</p> <p>125.00 Day</p>
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City of Oakland
Master Fee Schedule
Effective: July 1, 2005

CITY ADMINISTRATOR

FEE DESCRIPTION **PER UNIT**

A. PRODUCTION SERVICES

6 Stands

a. Mole Crank	15.00 Day
b. Combo Hi'sHi's	13.00 Day
c. Mole Sr. Brace Stand	7.00 Day
d. Mole Baby Dbl Stand Riser Rolling Stand	5.00 Day
e. Double Riser Jr. Stand	6.00 Day
f. Triple Riser Stand	6.50 Day
g. Double Riser Combo	6.00 Day
h. Rolling Stands	0.50 Day
i. Low Base Rolling Stand	4.00 Day
j. C-Stands with Arm	5.00 Day

7 Butterflies and Overheads

a. 20 X 20 Frame	50.00 Day
b. 20 X 20 Solid, Silk, Griffolyn	50.00 Day
c. 12 X 12 Frame	35.00 Day
d. 12 X 12 Solid, Silk, Sgl Dbl Griffolyn, 1/2 Grid, Muslin	35.00 Day
e. 12 X 12 Set Complete w/ Frame Std, Sgl, Dbl, Silk	90.00 Day
f. 8 X 8 Frame	28.00 Day
g. 8 X 8 Std, Sgl, Dbl, Silk, Gryf	28.00 Day
h. 6 X 6 Frame	25.00 Day
i. 6 X 6 Std, Sgl, Dbl, Silk, Gryf	20.00 Day
j. 6 X 6 Set Complete w/ Std, Sgl, Dbl, Silk, Gryf	55.00 Day

8 Grip and Rigging

a. Mafer Clamps	5.00 Day
b. Baby Pipe Hangers	3.50 Day
c. Jr. Pipe Hangers	3.50 Day
d. Baby Nail Ons	3.50 Day
e. Jr. Nail Ons	3.50 Day
f. C-clamps without stud	3.50 Day
g. C-clamps with studs	4.50 Day
h. Furniture clamp with stud	3.50 Day
i. Cardini clamp	4.00 Day
j. Jr. To Baby Spig Adapters	3.00 Day
k. Jr. Offset/Sidearms	3.50 Day



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

CITY ADMINISTRATOR

FEE DESCRIPTION

FEE UNIT

A. PRODUCTION SERVICES

8 Grip and Rigging

i. Jr. Risers	4.00 Day
m. Jr. Dbl Headers	4.50 Day
n. Baby Db. Headers	4.50 Day
o. Lollipops	4.50 Day
p. Foamcore Holders	4.00 Day
q. Beadboard Clamps	3.00 Day
r. 90 degree Cheesboroughs	3.50 Day
s. Rotating Cheesboroughs	3.50 Day
t. Chart Vice Grip with Stud	3.50 Day
u. Grip Clips	1.50 Day

9 Miscellaneous Grip

a. 4' Ladder	6.00 Day
b. 8' Ladder	8.00 Day
c. 10' Ladder	10.00 Day
d. 12' Ladder	12.00 Day
e. Wedges/crate of 30	9.00 Day
f. Apple Boxes	35.00 Day
g. 1/2 Apple	3.00 Day
h. 1/4 Apple	2.50 Day
i. Pancakes	2.00 Day
j. Doorway Dolly	30.00 Day
k. Track Wheels	20.00 Day
l. Flying Tiger Scissor Lift	75.00 Day

10 Flags and Nets

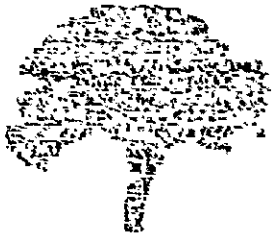
a. 18 X 24 Std, Sg., Dnt, Silk	4.50 Day
b. 24 X 36 Std, Sg., Dnt, Silk	4.50 Day
c. 24 X 36 Open Frames	4.00 Day
d. 4 X 4 Open Frames	5.00 Day

11 Single Camera Engineering Field Production Package Rental (Excluding Labor)

a. Half Day	300.00 Half-day
b. Full Day	500.00 Day

12 VHS Editing Off-Line Equipment Rentals (Excluding Labor)

a. Media 100 Digital Editing System	60.00 Hour
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FEE DESCRIPTION **FEE UNIT**

A. PRODUCTION SERVICES

12 VHS Editing Off-Line Equipment Rentals (Excluding Labor)

- b. Media 10G Digital Editing System 350.00 Day
- c. Macintosh Graphic Workstation 30.00 Hour

13 Video Operator Technician Labor Charge

- a. Labor Charges - Daytime
 - 1 Operators - Regular 25.00 Hour
 - 2 Operators - Overtime - First 2 Hours 40.00 Hour
 - 3 Operators-Additional Hours 44.00 Hour
 - 4 Director 50.00 Hour
 - 5 Producer 30.00 Hour
 - 6 Contract Professionals Negotiated Day
 - 7 Voice-over Talent 75.00 Hour
- b. Labor Charges - Evening/Weekend
 - 1 Operators - Regular Negotiated Hour
 - 2 Operators - Overtime - First 2 Hours Negotiated Hour
 - 3 Operators - Additional Hours Negotiated Hour
 - 4 Director Negotiated Hour
 - 5 Producer Negotiated Hour
 - 6 Contract Professionals Negotiated Day
 - 7 Voice-Over Talent 75.00 Hour

14 Cancellation Fees

- a. 24 - 48 Hours Notice 30% Budget
- b. 24 Hours Notice 50% Budget

15 Character Generator and Computer Text/Graphics Creation 75.00 Hour

B. (KTOP) TECHNICAL SERVICES (SPECIAL EVENT COORDINATOR FOR NON-CITY EVENT PLANNING AND TECHNICAL ASSISTANCE) 50.00 Hour

C. FILM RELATED FEES

- 1 Rental of City Properties, Facilities, and/or Parklands (Except Civic Center Complex and Dunsmuir House) 500.00 Day for Actual Filming
 - a. Set Preparations 250.00 Day
 - b. Set Clean-up 250.00 Day
 - c. Still Photography 50.00 Hour
- 2 Rental of Dunsmuir House (Interior & Exterior) 1,000.00 Day for Actual Filming
 - a. Set Preparations 500.00 Day



City of Oakland
 Master Fee Schedule
 Effective July 1, 2005

CITY ADMINISTRATOR

FEE DESCRIPTION

FEE UNIT

C. FILM RELATED FEES

2	Rental of Dunsmuir House (Interior & Exterior)		
b.	Set Clean-up	500.00	Day
c.	Still Photography	100.00	Hour
3	Film Permit for Video Production/Photography	50.00	Day
4	Film Permit for Commercial Advertising Production	150.00	Day
5	Film Permit for Major Feature Production	150.00	Day
6	Film Permit for Adjustments for More than 10 Consecutive Days of Production	Up to 150.00	Day
7	Film Permit for Short Subject Production	50.00	Day
8	Film Permit for Television Production	150.00	Day
9	Film Permit for Industrial Production	100.00	Day

MARKETING

A. TOURS FEES

1	One Additional Bus Tour up to Two Hours	25.00	Tour
2	One Bus Tour up to Two Hours	50.00	Tour
3	One Tour Non-Oakland, Non-3rd Grade	40.00	Tour
4	One Tour Oakland, Non-3rd Grade	25.00	Tour
5	Two Regular Tours of 15 to 30	70.00	Tour
6	One Regular Tour of 15 or Less	30.00	Tour
7	One Regular Tour of 15 to 30	40.00	Tour
8	Two Regular Tours of 15 or Less	50.00	Tour

NUISANCE ENFORCEMENT UNIT

**A. PUBLIC NUISANCE ORDINANCE AND NUISANCE EVICTION ORDINANCE
 (OMC: PNO - 1.08.070 and 1.12.070; NEO 8.23.100)**

1	Drug Nuisance Abatement Letter Repeat Offender	2,000.00	Letter
2	Administrative Nuisance Cases	3,000.00	Case Minimum or Actual Cost
3	Documentation and Investigation for Public Nuisance Abatement Cases That Go to Court	17,200.00	Case Minimum or Actual Cost
4	Notice to Evict by City	300.00	Notice
5	Administrative Costs for Civil Penalty Citation	2,500.00	Case
6	Assistant to the City Administrator (Case Manager)	81.00	Hour
7	Administrative Assistant II	39.00	Hour



City of Oakland
Master Fee Schedule
Effective: July 1, 2005

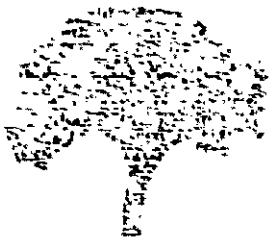
CITY ATTORNEY

FEE DESCRIPTION

FEE UNIT

A. CITY ATTORNEY'S HOURLY RATES

1	Deputy City Attorney I	113.00	Hour
2	Deputy City Attorney II	137.00	Hour
3	Deputy City Attorney III	153.00	Hour
4	Deputy City Attorney IV	183.00	Hour
5	Deputy City Attorney V	208.00	Hour
6	Paralegal	91.00	Hour



City of Oakland
Master Fee Schedule
Effective July 1, 2005

CITY AUDITOR

FEE DESCRIPTION

FEE UNIT

A. AUDIT SERVICES TO OUTSIDE ENTITIES

115.00 HOUR



City of Oakland
Master Fee Schedule
 Effective: July 1, 2005

CITY CLERK

FEE DESCRIPTION

FEE UNIT

A. OAKLAND CITY COUNCIL AGENDA PACKET

- | | | | |
|----|--|-----------|---------------------|
| 1 | <i>Non-subscriber (Supplemental and Two-Week)</i> | | |
| a. | Single copy of a CURRENT meeting agenda | No Charge | |
| b. | Multiple copies of a CURRENT meeting agenda, Single or multiple copies of PAST meeting agenda or any other public record copied in response to a specific request | 0.05 | Page (single sided) |
| c. | Multiple copies of a CURRENT meeting agenda, Single or multiple copies of PAST meeting agenda, or any other public record copied in response to a specific request | 0.10 | Page (double sided) |
| 2 | <i>Subscriber</i> | | |
| a. | Subscription without Attachments (Small), Mailed | 200.00 | Year |
| b. | Large- Subscription with Attachments and Directory of Boards and Commissions; Picked Up | 500.00 | Year |
| c. | Small- Subscription without Attachments; Picked Up | 60.00 | Year |
| d. | Large- Subscription with Attachments and Directory of Boards & Commissions (Oakland Based Nonprofit Org.) [501(c)(3)]; Picked Up | 400.00 | Year |

B. CODIFIED OAKLAND CITY CHARTER

Charter without Binder and Separators 5.00 Each

C. CODIFIED OAKLAND MUNICIPAL AND PLANNING CODES

- | | | | |
|---|---|--------|---------|
| 1 | <i>Complete Set with Binder and Separators</i> | 400.00 | Set |
| 2 | <i>Municipal Code Only with Binder and Separators</i> | 250.00 | Code |
| 3 | <i>Planning Code Only with Binder and Separators</i> | 150.00 | Code |
| 4 | <i>Supplemental Update Packages</i> | 40.00 | Package |

D. OAKLAND SALARY CODE

30.00 Code

E. DOCUMENT CERTIFICATION

15.00 Certification

F. FILING FEES

- | | | | |
|---|---|--------|--------|
| 1 | <i>Nomination Papers (Non-refundable, Per Municipal Code Section 3.08.080)</i> | 300.00 | Filing |
| 2 | <i>Initiative Petitions (Filing Fee May Be Refunded within One Year if Clerk Certifies Sufficiency of Petition)</i> | 200.00 | Filing |
| 3 | <i>Filing Fee for Appointment Process, When City Council Vacancy Occurs</i> | 300.00 | Filing |

G. DUPLICATION OF ANY DOCUMENTS

- | | | | |
|---|--|-------------|---------------------|
| 1 | <i>Documents Routinely Produced in Multiple Copies for Distribution.</i> | 0.05 | Page (single sided) |
| 2 | <i>Documents Routinely Produced in Multiple Copies for Distribution</i> | 0.10 | Page (double sided) |
| 3 | <i>Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester</i> | Market Rate | |

H. PROGRAMMING OR COMPUTER SERVICE NECESSARY TO PRODUCE A RECORD

49.00 Hour

I. DIRECTORY OF BOARDS AND COMMISSIONS

10.00 Each

J. TRANSCRIPTION OF CITY COUNCIL PROCEEDINGS (VERBATIM)

Market Rate



City of Oakland
Master Fee Schedule
Effective July 1, 2005

CITY CLERK

FEE DESCRIPTION	FEE	UNIT
K. AUDIO/CASSETTE DUPLICATION	5.00	Tape
L. COUNCIL DISTRICT MAP	10.00	Each
M. DUPLICATION OF CAMPAIGN STATEMENTS	0.10	Page
N. PASSPORT PHOTOS	6.00	2 Passport Photos
O. UNITED STATES PASSPORT APPLICATION EXECUTION FEE	30.00	Application
P. DOMESTIC PARTNERSHIP REGISTRATION		
1. <i>Registration:</i>	40.00	Couple
2. <i>Termination of Registration</i>		
a. Both Partners Present	10.00	Couple
b. One Partner Present	15.00	Person
Q. RESIDENCY VERIFICATION	15.00	Page



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

FINANCE & MANAGEMENT
 AGENCY

FEE DESCRIPTION

FEE UNIT

FINANCIAL MANAGEMENT

A. SEWER SERVICE CHARGES AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 6-7.02

1 Residential Premises

a. Single Family Residences	10.37	Premise/Month
b. Multiple Family Dwellings		
1 Duplexes	11.63	Premise/Month
2 Triplexes	17.44	Premise/Month
3 Fourplexes	23.25	Premise/Month
c. Residential Premises Not Included in (a) or (b) Above, Based on Cubic Feet of Water Used Upon the Premises	0.71	100 Cubic Feet/Month
d. Minimum Monthly Service Charge Per Residential Premise	10.37	Premise/Month

2 "Commercial", "Industrial", and "Public Authority" Classifications

a. Premises without a Sewer Meter are Charged on Total Amount of Water Used		
1 Industrial Accounts	0.64	100 Cubic Feet/Month
2 Commercial Accounts	0.71	100 Cubic Feet/Month
3 Restaurants/Hotels	0.74	100 Cubic Feet/Month
4 Hospitals	0.79	100 Cubic Feet/Month
5 Laundromats/Carwashes	0.83	100 Cubic Feet/Month
6 Minimum monthly Charge Per Premise	10.37	Premise/Month
b. Premises with a Sewage Meter are Charged on Cubic Feet of Measured Sewage Flow. This Rate also Applies to Premises Where a Portion of the Water Received Does Not Flow into Sewers Due to Manufacturing Processes or Removal by Other Means and a Meter Measure		
1 All Classifications	0.86	100 Cubic Feet/Month
2 Minimum Monthly Charge Per Premise	10.37	Premise/Month

B. DUPLICATION OF DOCUMENTS

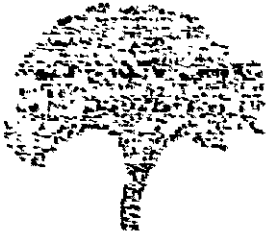
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials		
a Twenty (20) or Fewer Pages		No Charge
b Twenty-one (21) or More Pages	0.01	Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	0.05	Page
3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester		Market Rate



City of Oakland
 Master Fee Schedule
 Effective July 1, 2015

FINANCE & MANAGEMENT
 AGENCY

FEE DESCRIPTION	FEE	UNIT
C. FINANCIAL REPORTS		
1 Comprehensive Annual Financial Report		
a. Hard Copy	35.00	Each
b. Compact Disk Format	10.00	Each
2 Miscellaneous Financial Reports	10.00	Each
D. ADMINISTRATIVE SERVICE CHARGE AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 8.28.190		
1 Basic Fee*	50.00	Invoice
2 Percentage Fee*	10%	Amount Owed for Refuse Collection Service
*Whichever amount is the greater dollar amount		
E. ADMINISTRATIVE SERVICE CHARGE AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 8.28.240		
	5.00	Invoice
F. BANK SERVICE FEES		
1 Service Fee for any check returned by the bank	25.00	Check
2 Service Fee for any check stop payment request	10.00	Check
3 Replacement of lost checks	25.00	Check
G. ACCESS FEE FOR WARRANTS IN PRIVATE STORAGE		
	5.00	Each
H. COUNTY COLLECTION FEE FOR LIENS		
	1.7%	Of Delinquent Charge
I. AUTOMATED TELLER MACHINE (ATM) ENCROACHMENT FEE		
	3,000.00	Per Year
J. ADMINISTRATIVE FEE FOR PROCESSING PARKING TICKETS WAIVED BY ISSUING AGENCY		
	5.00	Ticket
K. COLLECTION FEE ON DELINQUENT ACCOUNTS		
	Greater of: 10.0% of amount due or \$100.00	Of Delinquent Amount Per Collection
L. DEMAND LETTER/RESEARCH & PROCESSING FEE		
	50.00	Request
M. BUSINESS LICENSE VERIFICATION FEE		
	5.00	Request
N. INFORMATION RELATING TO BUSINESS TAX CERTIFICATES		
	75.00	Per Hour, or Fraction thereof plus cost of materials
O. REGISTERED / CERTIFIED MAILING SERVICES		
	4.42	Mailing
P. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED		
1 Parking Meter Repair Worker	45.00	Hour
Q. ADMINISTRATIVE SERVICE CHARGE AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 4.20.070		
	50.00	Per Lien



FEE DESCRIPTION

FEE UNIT

R. ADMINISTRATIVE SERVICE CHARGE AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 5.04.180	25.00	Per Duplicate Certificate
S. ADMINISTRATIVE SERVICE CHARGE AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 5.04.260	50.00	Per Lien
T. ADMINISTRATIVE FEE FOR PROMISSORY NOTES	100.00	Per Note
U. DUPLICATION OF ANY DOCUMENTS (RETIREMENT)		
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials		
a. Twenty (20) or Fewer Pages	No Charge	
b. Twenty-one (21) or More Pages	0.01	Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	0.05	Page
3 Documents Not Routinely Produced in Multiple Copies for Distribution. Billing to the Requester	Market Rate	
V. FINANCIAL REPORTS (RETIREMENT)		
1 Oakland Police & Fire Retirement System (Fixed - \$5.00 for Up to 30 Pages and \$0.25 Per Copied Sheet in Excess of 30 Pages)	5.00	Report
2 Oakland Municipal Employees' Retirement System (Fixed - \$5.00 for Up to 30 Pages and \$0.25 Per Copied Sheet in Excess of 30 Pages)	5.00	Report
W. WORKER'S COMPENSATION FINANCIAL REPORTS (RISK)		
1 Medical Reports for Subpoena Purposes	12.00	Report

INFORMATION TECHNOLOGY MANAGEMENT

A. RADIO	List Price in Ericsson-GE Communication Equipment Catalog + Tax	Each
B. PROGRAMMING/REPROGRAMMING OF A RADIO	75.00	Each
C. CONSULTING		
1 Business Analysis and Development	65.00 - 125.00	Hour
2 Database Administration	65.00 - 125.00	Hour
3 Operations and Maintenance Support	65.00 - 125.00	Hour
4 Project Management	65.00 - 125.00	Hour
5 System Administration	65.00 - 125.00	Hour
D. DUPLICATION OF DOCUMENTS		
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials		
a. Twenty (20) or Fewer Pages	No Charge	
b. Twenty-one (21) or More Pages	0.01	Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	0.05	Page



FEE DESCRIPTION

FEE UNIT

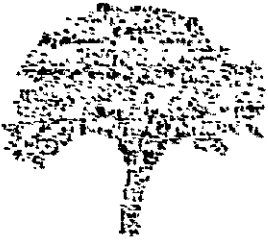
D. DUPLICATION OF DOCUMENTS

- | | | |
|---|---|-------------|
| 3 | Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester | Market Rate |
|---|---|-------------|

PARKING MANAGEMENT

A. ON-STREET PARKING METER

- | | | |
|---|---|-----------------|
| 1 | In the Central Business District (From N. Side of Grand Avenue to S. Side of Embarcadero and E. Side of Oak Street to W. Side of Martin Luther King, Jr. Way) | 1.25 Space/Hour |
| 2 | All Areas of Oakland Except Central Business District (As Defined Above) | 1.00 Space/Hour |



FEE DESCRIPTION	FEE	UNIT
A. DOG LICENSE AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.02		
1 1 Year	40.00	Dog
2 2 Years	70.00	Dog
3 3 Years	100.00	Dog
B. DOG LICENSE FOR DOG BELONGING TO SENIOR CITIZEN AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.02		
1 1 Year	20.00	Dog
2 2 Years	35.00	Dog
3 3 Years	50.00	Dog
C. DOG LICENSE FOR A SPAYED OR NEUTERED DOG AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 3-9.02		
1 1 Year	10.00	Dog
2 2 Years	18.00	Dog
3 3 Years	26.00	Dog
D. DOG LICENSE FOR SPAYED OR NEUTERED DOG BELONGING TO SENIOR CITIZEN		
1 1 Year	5.00	Dog
2 2 Years	9.00	Dog
3 3 Years	13.00	Dog
E. DUPLICATE METAL TAG AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 3-9.02		
	8.00	Each
F. DUPLICATE METAL TAG FOR DOG BELONGING TO SENIOR CITIZEN		
	2.00	Each
G. PENALTY FEE FOR FAILURE TO RENEW DOG LICENSE FEE WITHIN 30 DAYS FOR A DOG PREVIOUSLY LICENSED IN OAKLAND, AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.02		
	16.00	Dog/Renewal
H. TRANSFER FEE FOR OWNERSHIP CHANGE		
	10.00	Animal
I. BICYCLE LICENSE (MANDATORY)		
1 Original (OMC 12-60.02)	3.00	Year
2 Duplicate (OMC 12-60.03)	3.00	Year
3 Transfer of (CDC 39008)	3.00	Year
J. APPLICATION FILING FEE FOR A PERMIT, CERTIFICATE OR IDENTIFICATION EMBLEM AS REQUIRED BY THE OAKLAND MUNICIPAL CODE OR THE OAKLAND TRAFFIC CODE		
1 Oakland Municipal Code		
a Peddler's Police Certificate	50.00	Certificate
1 Annual Renewal	10.00	Renewal
b Private Watchman Permit	160.00	Permit



FEE DESCRIPTION

FEE UNIT

J. APPLICATION FILING FEE FOR A PERMIT, CERTIFICATE OR IDENTIFICATION EMBLEM AS REQUIRED BY THE OAKLAND MUNICIPAL CODE OR THE OAKLAND TRAFFIC CODE

- 1 *Oakland Municipal Code*
 - b. Private Watchman Permit
 - 1 Annual Renewal 60.00 Renewal
 - c. Secure Digital Identification Card 30.00 Card
 - d. Replacement of Digital Identification Card 30.00 Card
- 2 *Oakland Traffic Code Sound Truck Permit* 10.00 Permit

K. INVESTIGATION OF AN APPLICATION FOR A PERMIT AS REQUIRED BY OAKLAND MUNICIPAL CODE

- 1 Permit
 - a. Closecut Sale (30 Days) 150.00 Permit

L. APPLICATION FILING FOR A CALIFORNIA LICENSE TO CARRY A CONCEALED PISTOL, REVOLVER OR OTHER FIREARM AS ALLOWED BY SECTION 12054 OF THE CALIFORNIA PENAL CODE

100.00 Permit/Year

M. FIREARMS DEALER PERMIT AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 2-10.04:

- 1 Initial Permit (Non-refundable) 750.00 Permit
- 2 Annual Renewal (Non-refundable) 500.00 Permit/Year

N. INVESTIGATION OF A PETITION TO SEAL AN ARREST RECORD PURSUANT TO CALIFORNIA PENAL CODE SECTION 851.8

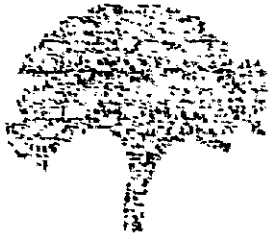
35.00 Investigation

O. REPORTS

- 1 Unedited Crime Report 0.05 Page
- 2 Copy of Crime Report from Microfilm 0.20 Each
- 3 Screened Traffic Accident Report 12.50 Report

P. PHOTOGRAPHS

- 1 4" x 6" Color Photograph 1.00 Photograph
- 2 8" x 10" Color 5.00 Photograph
- 3 8" x 12" Color 6.00 Photograph
- 4 11" x 14" Color 10.00 Photograph
- 5 16" x 20" Color 15.00 Photograph
- 6 4" x 6" Photograph, as Requested by Public Defender or Court Appointed Counsel 0.50 Photograph
- 7 Additional Copies on Enlargements 2.00 Each



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

POLICE SERVICES

FEE DESCRIPTION

FEE UNIT

Q. REDEMPTION FEE FOR CLAIMING AN IMPOUNDED ANIMAL AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.18 OR FOR CLAIMING AN IMPOUNDED DOG AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.10

1	<i>Basic Fee for Claiming a Dog/Animal</i>	
a.	First Impounding within a Year (12 Months)	25.00 Animal
b.	Second Impounding within a Year (12 Months)	60.00 Animal
c.	Third or Subsequent Impounding within a Year (12 Months)	90.00 Animal
2	<i>Daily Surcharge Per Dog/Animal</i>	
a.	Dog/Animal not requiring medical care	10.00 Animal
b.	Dog or cat requiring medical care	20.00 Animal
3	<i>Labor Costs of Officers</i>	
a.	Redemption Fee for Claiming an Impounded Animal Control Officer	35.00 Hour
b.	Police Officer	36.00 Hour

R. REDEMPTION FEE FOR CLAIMING IMPOUNDED LIVESTOCK AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.18

1	<i>Basic Fee for Claiming Livestock</i>	
a.	First Impounding within a Year (12 Months)	50.00 Animal
b.	Second Impounding within a Year (12 Months)	100.00 Animal
c.	Third or Subsequent Impounding within a Year (12 Months)	150.00 Animal

2	<i>Daily Surcharge</i>	15.00 Animal
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S. SERVICE FEE FOR CONFINING, ISOLATING AND OBSERVING ANY ANIMAL SHOWING SYMPTOMS OF RABIES AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.12

15.00 Animal/Day

T. PROTECTIVE CUSTODY - DAILY SURCHARGE FOR KEEPING ANIMALS NOT COVERED BY FEES Q, R OR S

8.00 Animal/Day

U. MAXIMUM PURCHASE FEE FOR ANY ANIMAL AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 6.04.142

1	<i>Small</i>	22.00 Animal
2	<i>Medium</i>	22.00 Animal
3	<i>Large</i>	22.00 Animal

V. SERVICE FEE FOR DISPOSAL OF DEAD ANIMALS AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 3-9.21

1	<i>Monthly Rate for Hospitals</i>	75.00 Month/Hospital
2	<i>Animals Under 100 lbs.</i>	10.00 Animal
3	<i>Animals - 100 lbs. to 150 lbs.</i>	15.00 Animal
4	<i>Animals - 150 lbs. to 200 lbs.</i>	20.00 Animal
5	<i>Animals Over 200 lbs</i>	30.00 Animal



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

POLICE SERVICES

FEE DESCRIPTION

FEE UNIT

FEE DESCRIPTION	FEE	UNIT
W. FEE FOR PROCESSING SECONDHAND DEALER JUNK DEALER, AND JUNK COLLECTOR LICENSE AS REQUIRED BY SECTION 21640 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE		
1 Annual Renewal Fee	60.00	License
X. SERVICE FEE FOR THE ABATEMENT AND REMOVAL OF ABANDONED, WRECKED, DISMANTLED OR INOPERATIVE VEHICLES OR PARTS THEREOF AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 10.64.080	35.00	vehicle
Y. EDITED, COURT ORDERED, AND CIVIL SUBPOENA DUCES TECUM REPORTS AS ALLOWED BY SECTION 1563 OF THE CALIFORNIA EVIDENCE CODE OR SECTION 6257 OF THE GOVERNMENT CODE		
1 Labor Processing Fee for Locating Records and Making Records Available	6.00	Each 1/4 hour
2 Photocopy Fee - Hour	24.00	Hour
3 Photocopy Fee - Page	0.10	Page
4 Photograph Fee - Photo	2.00	Photograph
5 Photograph Fee - Microfilm	0.20	Microfilm
6 Labor Fee for Processing Request for Photographs	5.00	Request
7 Request for Photocopy Subpoenaed Records at the Police Department	15.00	Request
Z. FEE FOR COPYING COMMUNICATIONS DIVISION'S VOICE TAPES IN RESPONSE TO A SUBPOENA PER SECTION 1563 OF THE EVIDENCE CODE		
1 Photocopy Fee	0.10	Page
2 Labor/Processing Fee	12.00	Quarter Hour
3 Cassette Tape	1.95	Tape
AA. FEES FOR SERVICES PROVIDED RELATED TO PRISONERS, UNLESS OTHERWISE AUTHORIZED BY AGREEMENT OR LAW OR UNLESS CALIFORNIA HIGHWAY PATROL PRISONER*		
1 Chemical Test	25.00	Actual Cost
2 Extraordinary Services Including, but Not Limited to, Extraordinary Services for Lineups, Court Appearances, Medical Treatment, Transportation, and Security at Other Facilities	Actual Cost, Including Overhead	Occurrence
AB. IDENTIFICATION SERVICE FEE		
1 License and Permit Fingerprint Rolling Fee (Resident)	25.00	Each
2 Fingerprint Card with CORPUS Check	20.00	Request
3 CORPUS View Only	20.00	Request
4 Clearance Letter	25.00	Request
5 Notary Service Fee	10.00	Each
6 License and Permit Fingerprint Rolling Fee (Non-Resident)	35.00	Each
AC. APPLICATION FILING FEE FOR A TRI-AXLE VEHICLE PERMIT (THREE MONTH PERMIT)	75.00	Permit



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

POLICE SERVICES

FEE DESCRIPTION	FEE	UNIT
AD. RECOVERY OF EMERGENCY RESPONSE EXPENSES AS ALLOWED BY CALIFORNIA GOVERNMENT CODE SECTIONS 53150 - 53157		
1 Patrol Police Officer	Actual Cost	Person
2 Traffic Police Officer	Actual Cost	Person
3 Patrol Sergeant	Actual Cost	Person
4 Traffic Sergeant	Actual Cost	Person
5 Lieutenant	Actual Cost	Person
6 Traffic Lieutenant	Actual Cost	Person
7 Captain of Police	Actual Cost	Person
8 Police Communications Dispatcher	Actual Cost	Person
9 Police Evidence Technician	Actual Cost	Person
10 Police Services Technician I	Actual Cost	Person
11 Police Services Technician II	Actual Cost	Person
12 Police Officer Trainee	Actual Cost	Person
13 Ranger	Actual Cost	Person
AE. TAXICAB PERMIT FEES		
1 Driver's Permit		
a. Initial Permit	65.00	Permit
b. Annual Renewal	65.00	Year
c. Replacement Permit	20.00	Permit
d. Add/Transfer Permit	20.00	Permit
2 Operating Permit, and Spare Vehicle Permit		
a. Initial Permit and One Inspection	350.00	Permit
b. Annual Renewal of Operating Permit or Spare Vehicle Operating Permit and One Inspection	350.00	Permit
c. Transfer Vehicle Operating Permit	100.00	Permit
d. Replace Vehicle or Spare Vehicle	100.00	Permit
3 Vehicle Permit		
a. Original Issuance of Medallion	45.00	Medallion
b. Replacement Medallion	45.00	Medallion
4 Fleet Management Company Permit		
a. Initial, Change Manager, Annual Renewal	150.00	Permit
5 Amendment to Permit Record	25.00	Occurrence
AF. SMALL ANIMAL AND SKUNK TRAPS LATE FEE	5.00	Day



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

POLICE SERVICES

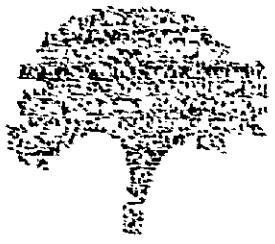
FEE DESCRIPTION	FEE	UNIT
AG. DANGEROUS AND VICIOUS DOG LICENSE FEES AS REQUIRED BY OMC SECTION 3-9.02		
1 License for Potentially Dangerous Dog	75.00	Year
2 License for Dangerous Dog	100.00	Year
AH. SIGNS CONTAINING VISUAL AND VERBAL WARNING AS REQUIRED BY OMC SECTION 6-8.150*		
	5.00	Sign
AI. VEHICLE RELEASES		
1 Administrative Fee Authorized by Vehicle Code Section 22850.5 for Storing, and Releasing Vehicles Towed Under Authority of Division 11, Chapter 10, of the Vehicle Code with the Exception of Vehicle Code Section 22651©	75.00	Vehicle
2 Administrative Fee Authorized by Vehicle Code Section 22850.5 for Impounding, and Releasing Vehicles Impounded or Held Under Authority of Division 11, Chapter 10, of the Vehicle Code with the Exception of Vehicle Code Section 22651©	125.00	Vehicle
3 Administrative Fee Authorized by Vehicle Code Section 22850.5 for Processing and Authorizing Access to Vehicles Impounded or Stored by the Police Department	10.00	Vehicle/Access
AJ. POLICE SERVICE FEES FOR PARADES, SPECIAL EVENTS OR SHORT TERM ENCROACHMENT PERMITS		
1 Application Fee (Non-refundable)		
a Short-term Encroachment Permit Issued in Conjunction with City Film Permit		
1 Street Encroachment	Actual Cost	Person
2 Sidewalk Encroachment	Actual Cost	Person
b. Police Overtime Costs at Parades, Short Term Encroachments, and Special Events (Not-for-Profit)	Actual Cost	Person
2 Police Officer	Actual Cost	Person
3 Traffic Officer	Actual Cost	Person
4 Sergeant of Police	Actual Cost	Person
5 Traffic Sergeant	Actual Cost	Person
6 Lieutenant of Police	Actual Cost	Person
7 Traffic Lieutenant	Actual Cost	Person
8 Captain of Police	Actual Cost	Person
9 Police Evidence Technician	Actual Cost	Person
10 Police Services Technician I	Actual Cost	Person
11 Police Services Technician II	Actual Cost	Person
12 Ranger	Actual Cost	Person
13 Police Communications Dispatcher	Actual Cost	Person
14 Police Officer Trainees	Actual Cost	Person



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

POLICE SERVICES

FEE DESCRIPTION	FEE	UNIT
AK. SHELTER ANIMAL VACCINATIONS	10.00	Animal
AL. SPECIAL TRAFFIC OFFENDER PROGRAM (STOP) VEHICLE RELEASE FEES		
1 Towed Vehicle Release	100.00	Vehicle
2 Impounded Vehicle Release	250.00	Vehicle
AM. SPAY OR NEUTER DEPOSIT FEE PRIOR TO SELLING OR GIVING AWAY ANY DOG BY THE ANIMAL SHELTER (AS ALLOWED BY CALIFORNIA FOOD AND AGRICULTURAL CODE SECTION 30503)	40.00	Dog
AN. SPAY OR NEUTER FEE FOR UNLICENSED DOGS IMPOUNDED BY THE ANIMAL CONTROL SHELTER AND SUBJECTED TO SPAYING/NEUTERING (UNDER OAKLAND MUNICIPAL CODE SECTION 6.04.241)	100.00	Dog
AO. EXTRA LEGAL LOAD		
1 Single Trip	16.00	Each
2 Multiple Trip	90.00	Each
AP. SUBPOENA WITNESS FEE - CIVIL	35.00	Day - 20/mile - both ways
AQ. SUBPOENA WITNESS FEE - GRAND JURY OR CORONER'S JURY	12.00	Day + 20/mile - one way
AR. SUBPOENA WITNESS FEE - SWORN OR CIVILIAN EMPLOYEE IN THEIR CAPACITY APPEARING FOR THE CITY OF OAKLAND IN A CIVIL CASE	150.00	Day - together w/ subpoena
AS. NEUTER A MALE DOG OR CAT		
1 Neuter a male cat/kitten	40.00	Each
2 Neuter a male dog	50.00	Each
AT. SPAY FEMALE DOG OR CAT		
1 Spay female cat/kitten	55.00	Each
2 Spay female dog	70.00	Each
AU. MICRO CHIP FOR ANIMAL ADOPTER	10.00	Each
AV. PENALTY FOR 2ND INSPECTION TO ENFORCE DANGEROUS DOG ORDINANCE	25.00	Each
AW. FALSE ALARM PROGRAM		
1 Annual Security Alarm Permit Fee		
a Residential	25.00	Year
b Commercial	35.00	Year
2 Failure to purchase security alarm permit (non-permitted systems)		
a. False activation by alarm user (City Ord. 8.02.100-D)	250.00	Incident
b. Dispatch to a false activation by an alarm business (City Ord. 8.02.100-E)	250.00	Incident
3 Alarm businesses in substantial non-compliance status and not notifying all customers within 10 days (City Ord. 8.02.030-L)	250.00	Incident
4 Discovery of installed non-compliant Single-Action/Non-recessed Hold-up Alarm Button (City Ord. 8.02.050-G)	150.00	Incident



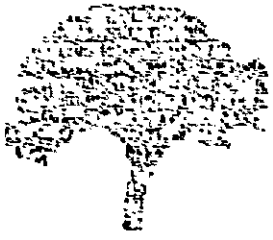
City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

POLICE SERVICES

FEE DESCRIPTION	FEE	UNIT
AW. FALSE ALARM PROGRAM		
5 False Alarm Fee (City Ord. 8.02.100-A)		
a. 2nd false alarm in 12 month period	100.00	Incident
b. 3rd false alarm in 12 month period	200.00	Incident
c. 4 or more false alarms in 12 month period	300.00	Incident
6 Intentional & Unwarranted Activation of a Duress, Hold-up or Panic Alarm (City Ord. 8.02.100-B)		
a. 1st Occurrence	150.00	Incident
b. 2nd Occurrence in 12 month period	250.00	Incident
c. 3rd Occurrence in 12 month period	350.00	Incident
d. 4th Occurrence in 12 month period	450.00	Incident
e. 5 or more occurrences in 12 month period	550.00	Incident
7 False Alarm class to waive \$100 fine		
a. One waiver every 24 months	25.00	Class
8 Alarm user having 2 false alarms within any 30-day period and not submitting proof of system service within 30 days (City Ord. 8.02.100-E)	250.00	Incident
9 Alarm businesses not ensuring all alarm activating devices in commercial sites are upgraded to meet alarm ordinance good faith standards (City Ord. 8.02.050-H)	150.00	Incident
10 Alarm businesses placed in substantial non-compliance and not coming into compliance by the date specified (City Ord. 8.02.060-E(c))	250.00	Incident
AX. CRIME ANALYSIS PROGRAM		
1 Orthographic Map (aerial photographic view of the area)	100.00	Map
2 Crime Analysis reports (no charge to City of Oakland and outside-agency law enforcement requesters)		
a. Crime Analysis Statistical Reports	22.00	Report
b. Calls for Service Reports	44.00	Report
c. Crime Analysis Projects	22.00	Quarter Hour
AY. ANIMAL SHELTER MEDICAL PROCEDURES		
1 Bandage Dressing Change	6.00	Each
2 I.V. catheter, fluid set-up, administration	22.00	Each
3 Clip/Clean Wounds Under Anesthesia	20.00	Each
4 Sedation for surgery	20.00	Each
5 Simple wound cleaning	10.00	Each
6 Fluids subcutaneous (under the skin)	5.00	Each
7 Debride wound (under anesthesia)	40.00	Each
8 Eye enucleation (removal of eyeball)	200.00	Each



FEE DESCRIPTION	FEE	UNIT
AY. ANIMAL SHELTER MEDICAL PROCEDURES		
9 <i>Felv/Fiv test</i>	15.00	Each
10 <i>Skin scrape</i>	10.00	Each
AZ. DOG OBEDIENCE COURSE		
1 <i>Dogs adopted from City of Oakland Animal Shelter</i>	125.00	Course
2 <i>Dogs not adopted from City of Oakland Animal Shelter</i>	150.00	Course
BA. ALCOHOLIC BEVERAGE RETAIL ESTABLISHMENT FEE		
1 <i>Annual Inspection Fee</i>	1,500.00	Establishment
2 <i>Non-compliance Re-inspection Fee</i>	200.00	Inspection
BB. ACADEMY TRAINING		
1 <i>Basic Academy Training</i>	4,000.00	Trainee
2 <i>Basic Academy Emergency Driving Training</i>	445.00	Trainee



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

FIRE SERVICES

FEE DESCRIPTION

FEE UNIT

A. PERMIT REQUIRED BY THE OAKLAND FIRE CODE

1	Aerosol Product	63.55	Year
2	Aircraft Refueling Vehicles	63.55	Truck/Year
3	Aircraft Repair Hangar	127.09	Year
4	Asbestos Removal	127.09	Year
5	Auto Wrecking Yard	190.55	Year
6	Battery Systems	121.09	Year
7	Bowling Pin or Alley Refinishing	63.55	Instance
8	Burning in Public Place	152.52	Special
9	Candles and Open Flames in Assembly Area	76.26	Year
10	Carnivals & Fairs	180.65	Instance
11	Cellulose Nitrate Film	63.55	Year
12	Cellulose Nitrate Storage	127.09	Year
13	Christmas Tree Lots	63.55	Each
14	Combustible Fiber/Material Storage	127.09	Year
15	Compressed Gases, Flammable	63.55	Year
16	Cryogenics-In Excess	63.55	Year
17	Dry Cleaning Plants	63.55	Year
18	Dust-producing Operation/Woodworking	127.09	Year
19	Evacuations Near Flammable or Combustible Liquid Pipelines	63.55	Instance
20	Explosives or Blasting Agents		
a	Manufacture, Store, or Sell	63.55	Year
b	Manufacture, Store, or Sell in Excess of 100 Pounds	127.09	Year
c	Transport	63.55	Instance
d	Operate Terminal	127.09	Year
e	Receive or Deliver	63.55	Instance
f	Transport with Blasting Caps	63.55	Instance
21	Fireworks		
a	Manufacture, Store, Possess or Sell	127.09	Instance
b	Public Display	254.20	Instance
c	Special Fee for Continuous Display	1,270.98	Year
22	Flammable or Combustible Liquids & Tanks		
a	Store, Handle or Use Class I Liquids	127.09	Year



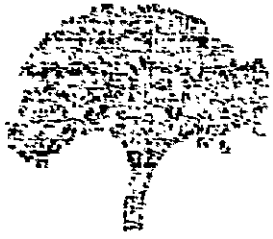
City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

PUBLIC SERVICES

FEE DESCRIPTION	FEE	UNIT
A. PERMIT REQUIRED BY THE OAKLAND FIRE CODE		
22 Flammable or Combustible Liquids & Tanks		
a. Store, Handle or Use Class II or Class III Liquids	127.09	Year
c. Remove Class I or Class II Liquids from Underground Storage Tank		
1. Permit Processing/Plan Check	404.40	Permit
2. Inspection	219.54	Inspector
d. Install, Alter, or Operate Equipment in Connection with Storage	127.09	Year
1. Permit Processing/Plan Check	404.40	Permit
2. Inspection	439.07	Inspector
e. Install, Alter, Remove, Abandon, Etc.	127.09	Year
1. Permit Processing/Plan Check	404.40	Permit
2. Inspection	439.07	Inspector
f. Additional Tanks	127.09	Year
g. After-Hours Inspection Rate	109.77	Hour
23 Fumigation or Thermal Insecticidal Fogging	63.55	Year
24 Garages	127.09	Year
25 Hazardous Materials	127.09	Year
26 Highly Toxic Pesticides	127.09	Year
27 High Piled Combustible Stock	127.09	Year
28 Junk Yards/Waste Material Handling Plant	127.09	Year
29 Lumber Yards	127.09	Year
30 Liquid Gas Fueled Vehicle/Equipment in Assembly Area	121.00	Vehicle/Instance
31 Liquefied Petroleum Gases		
a. Install	127.09	Instance
b. Maintain	63.55	Year
32 Magnesium Working	127.09	Year
33 Mall, Covered:		
a. Placing or Constructing Temp. Kiosks, Display Booths, Concession Equipment etc.	63.55	Instance
b. Use Mall as Place of Assembly	127.09	Instance
c. Use Flame or Flame-producing Device	63.55	Instance
d. Display Any Liquid or Gas-fueled Powered Equipment	63.55	Instance
e. Use Liquefied Petroleum Gas, Liquefied Natural Gas and Compressed Flammable Gas	63.55	Instance
34 Matches - Manufacture, Use Store	63.55	Year
35 Motor Vehicle Dispensing Stations	127.09	Year



FEE DESCRIPTION	FEE	UNIT
A. PERMIT REQUIRED BY THE OAKLAND FIRE CODE		
36 Oil & Natural Gas Wells		
a. Drill, Own, Operate or Maintain	63.55	Year
b. Open Burning-Bonfires	Not Allowed	
37 Open-flame Devices in Marinas		
a. Use for Maintenance or Repair of Boats, Slips, or Wharves	63.55	Visit
b. Use Portable B.B.Q., Brazier or Cooking Device on Any Boat, Slip or Wharf	63.55	Year
38 Organic Coatings - Mfg.	63.55	Year
39 Ovens, Industrial Baking or Drying	63.55	Year
40 Parade Floats	63.55	Float/Instance
41 Places of Assembly		
a. Occupant Load 50-100	63.55	Year
b. Occupant Load 101-300	127.09	Year
c. Occupant Load Over 300	190.65	Year
42 Pumpkin Patch Lots	63.55	Each
43 Pyrotechnics, Special Effects	254.20	Instance
44 Radioactive Materials	63.55	Instance
45 Refrigeration Equipment	63.55	Year
46 Spraying or Dipping	63.55	Year
47 Tank Vehicles - Operate	63.55	Instance
48 Tents & Air Supporter Structures	190.65	Structure
49 Tire Recapping	127.09	Year
50 Tire Storage	127.09	Year
51 Wood Products	127.09	Year
52 Welding/Hot Works	127.09	Year
53 Fruit Ripening Operations	127.09	Year
B. INSTALLATION OF FIRE ALARM SYSTEMS/FIRE EXTINGUISHING SYSTEMS		
1 Basic Fee	404.40	System
2 Inspection Fee	439.07	Instance
3 Other Systems (Range Hood & Duct System, FM 200)	127.09	System
4 Maintenance and Inspection Fee	109.77	Instance
5 Any Retest	109.77	Hour
6 Fire Protection Engineer	83.08	Hour



City of Oakland
Master Fee Schedule
 Effective: July 1, 2007

FIRE SERVICES

FEE DESCRIPTION

FEE UNIT

C. PLAN CHECK AND PROCESSING FEE FOR BUILDING PERMITS

65% Building Permit Fee

D. INSPECTION FOR FIRE CLEARANCE CERTIFICATE

1 Nursery School, Child Care Center or Foster Home:

- a. Under 6 Persons 31.78 Certificate/Year
- b. Over 6 Persons 50.64 Certificate/Year
- c. Large Family Day-Care 8-14 Children 50.84 Certificate/Year

2 Group Home, Institution for Children, Certified Family Care Home, Board & Care Facility, or Maternity Home

- a. Accommodating Not More Than 6 Persons, Not Including Employees or Relatives 63.55 Certificate/Year
- b. Accommodating More Than 6 Persons, Not Including Employees or Relatives 63.55 Certificate/Year

3 Convalescent Hospital, Nursing Home, Home for the Aged, Sanitarium, Jails, or Prisons

- a. Accommodating Not More Than 6 Persons, Not Including Employees or Relatives 63.55 Certificate/Year
- b. Accommodating Between 6 and 100 Persons, Not Including Employees or Relatives 101.66 Certificate/Year
- c. Accommodating More Than 100 Persons, Not Including Employees or Relatives 127.09 Certificate/Year

4 Hospital

- a. Less Than 100 Beds 127.09 Certificate/Year
- b. 100 Beds or More 234.20 Certificate/Year

5 Fire Clearance Inspections - Miscellaneous

99.75 Inspection/Hour

6 Reinspection Fee

200.00 Inspection

E. DUPLICATION OF DOCUMENTS

1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials

- a. Twenty (20) or Fewer Pages No Charge
- b. Twenty-one (21) or More Pages 0.01 Page

2 Documents Not Routinely Produced in Multiple Copies for Distribution

0.06 Page

3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester

Market Rate

F. PHOTOGRAPHS/PRINTS

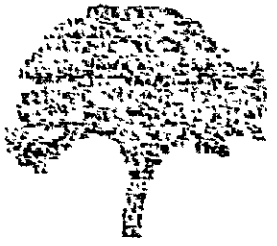
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- 2 3-1/2" x 5" Black & White 3.82 Photo
- 3 5" x 7" Color 6.36 Photo
- 4 5" x 7" Black & White 6.36 Photo
- 5 8" x 10" Color 12.71 Photo
- 6 8" x 10" Black & White 9.54 Photo
- 7 11" x 14" Color 19.90 Photo



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

FIRE SERVICES

FEE DESCRIPTION	FEE	UNIT
F. PHOTOGRAPHS/PRINTS		
8 11" x 14" Black & White	12.71	Photo
9 16" x 20" Color	38.13	Photo
10 16" x 20" Black & White	31.78	Photo
11 Additional Prints	3.87	Photo
12 Color Slide Processing	25.42	Each
G. SUBPOENA FEES		
		<i>As Designated by City Attorney</i>
H. FEE FOR COPYING COMMUNICATIONS VOICE TAPES AS ALLOWED BY SECTION 6257 OF THE CALIFORNIA GOVERNMENT CODE AND SECTION 1563 OF THE EVIDENCE CODE		
1 Photocopy Fee	0.29	Each
2 Processing Fee	34.66	Hour
3 Cassette Tape	5.78	Each
I. RECOVERY FOR EMERGENCY RESPONSE EXPENSES AS ALLOWED BY CALIFORNIA GOVERNMENT CODE AND SECTIONS 35150-35157		
1 Deputy Chief	170.18	Hour
2 Battalion Chief	138.35	Hour
3 Captain	115.08	Hour
4 Lieutenant	106.51	Hour
5 Engineer	100.40	Hour
6 Firefighter	95.60	Hour
7 Fire Communications Supervisor	80.81	Hour
8 Sr. Fire Communications Dispatcher	73.46	Hour
9 Fire Communications Dispatcher	64.89	Hour
10 Fire Engine Company	402.82	Hour
11 Fire Prevention Inspector	106.40	Hour
12 Haz Mat Engine Company	427.86	Hour
13 Truck Company (4 Person)	405.24	Hour
14 Truck Company (5 Person)	503.18	Hour
15 Captain / Paramedic	118.48	Hour
16 Lieutenant / Paramedic	109.90	Hour
17 Engineer / Paramedic	103.79	Hour
18 Firefighter / Paramedic - 4th year	95.16	Hour



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

FIRE SERVICES

FEE DESCRIPTION

FEE UNIT

I. RECOVERY FOR EMERGENCY RESPONSE EXPENSES AS ALLOWED BY CALIFORNIA GOVERNMENT CODE AND SECTIONS 35150-35157

19 Firefighter / Paramedic - 3rd year	92.79 Hour
20 Firefighter / Paramedic - 2nd year	89.91 Hour
21 Firefighter / Paramedic - 1st year	87.54 Hour
22 Firefighter / Paramedic - 12-18 months	83.06 Hour
23 Firefighter / Paramedic - 9-12 months	78.85 Hour
24 Firefighter / Paramedic - 6-9 months	70.18 Hour
25 Firefighter / Paramedic - 1-6 months	65.81 Hour
26 Paramedic Engine Company	383.72 Hour

J. MULTI-FAMILY DWELLING INSPECTION FEE

1 Inspection Fee	87.54 Hour
2 Reinspection Fee (3rd Inspection)	158.87 Hour
3 Administrative Abatement Fee	444.84 Property

K. HIGH RISE INSPECTION FEE

1 Post 7/1/74 Construction	0.01 Square Foot
2 Mid-rise	423.24 Inspection

L. EMERGENCY PREPAREDNESS PLANNING

1 Private Business - Employee Training	103.79 Hour + Materials
2 Public/Non-Profit Organization - Employee Training	52.00 Hour + Materials

M. NON-CERTIFIED CPR TRAINING/FIRST AID TRAINING (COMBINED)

1 Private Business	57.77 Student/6 Maximum
2 Public/Non Profit Organization	57.77 Student/6 Maximum

N. EMERGENCY PREPAREDNESS SUPPLIES AND EQUIPMENT

1 CORE Module I Workbook, "Individual & Family Preparedness"	7.51 Book
2 CORE Module II Workbook, "Developing Neighborhood Emergency Response Teams"	23.11 Book
3 CORE Module III Workbook, "An Advanced Emergency Preparedness Workbook for Hands-on Training"	23.11 Book
4 CORE Workbook Set, Modules I, II and III	40.44 Set
5 CORE Flashlight/Siren/Radio	23.11 Unit

O. HAZARDOUS MATERIAL MANAGEMENT PLAN FEES

1 Square Footage Fee	
a. First 10,000 Square Feet	0.01 Square Foot



City of Oakhurst
 Master Fee Schedule
 Effective: July 1, 2005

PERM SERVICES

FEE DESCRIPTION

FEE UNIT

O. HAZARDOUS MATERIAL MANAGEMENT PLAN FEES

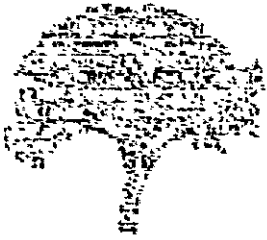
1	Square Footage Fee		
b.	Each Square Foot: Over 10,000	0.00250	Square Foot
c.	Minimum Square Footage Fee	69.96	Facility
d.	Maximum Square Footage Fee	6,726.05	Facility
2	Hazardous Material Quantity Fee		
a.	Liquids		
1	First 7,000 Gallons	0.0220	Gallon
2	7,001 - 35,000 Gallons	0.0110	Gallon
3	35,001 + Gallons	0.0110	Gallon
b.	Solids		
1	First 3,000 Pounds	0.0330	Pound
2	3,001 - 16,000 Pounds	0.0110	Pound
3	16,001 + Pounds	0.0110	Pound
c.	Gases		
1	First 1,000 Cubic Feet	0.0550	Cubic Foot
2	1,001 - 6,000 Cubic Feet	0.0110	Cubic Foot
3	6,001 + Cubic Feet	0.0110	Cubic Foot
4	Minimum Quantity Fee	69.96	Facility
5	Maximum Quantity Fee	6,726.05	Facility
3	Hazardous Material Item Fee		
a.	Each Hazardous Material Item	25.56	Item
b.	Minimum Fee	69.96	Facility
c.	Maximum Fee	6,726.05	Facility
4	Annual Hazardous Material Fee Limits		
a.	Minimum Fee	208.48	Facility
b.	Maximum Fee	20,178.72	Facility
5	Re inspection Fee	109.77	Hour or Fraction of
6	Fee for Miscellaneous Services Not Included Above (Including Review of Risk Management Prevention Plans)	109.77	Hour or Fraction of
7	Cost Recovery for Emergency Response	Actual Cost	Occurrence
8	Spills, Leaks and Contaminated Sites Oversight Deposit	5,500.00	Case
9	Spills, Leaks and Contaminated Sites Oversight (Hourly Fee)	181.50	Hour
10	Spills, Leaks and Contaminated Sites Oversight (Charge per Case)	385.00	Case

P. UNDERGROUND STORAGE TANKS

1	One Tank	266.00	Permit
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FEE DESCRIPTION	FEE	UNIT
P. UNDERGROUND STORAGE TANKS		
2 Two Tanks	396.55	Permit
3 Three Tanks	527.45	Permit
4 Four Tanks	662.18	Permit
5 Five Tanks	766.40	Permit
6 Six Tanks	911.30	Permit
7 Seven Tanks	1,030.65	Permit
8 Eight Tanks	1,150.24	Permit
9 Nine Tanks	1,268.67	Permit
10 Ten Tanks	1,388.84	Permit
11 Eleven Tanks	1,498.76	Permit
12 Twelve Tanks	1,609.17	Permit
13 Thirteen Tanks	1,703.12	Permit
14 Fourteen Tanks	1,811.15	Permit
15 Fifteen Tanks	1,916.64	Permit
16 Sixteen Tanks	2,019.59	Permit
17 Seventeen Tanks	2,127.63	Permit
18 Eighteen Tanks	2,233.12	Permit
19 Nineteen Tanks	2,335.89	Permit
20 Twenty Tanks	2,442.84	Permit
21 Over Twenty Tanks	2,442.84	Permit + \$2.00 Per Add'l Tank
Q. ON-SITE TREATMENT OF HAZARDOUS WASTE		
1 Permit by Rule	1,595.66	Facility
2 Conditional Authorized	1,595.66	Facility
3 Conditional Exemption and Commercial Laundry		
a First Year	127.09	Permit
b Second and Succeeding Years	63.55	Permit
R. HAZARDOUS WASTE GENERATOR		
1 Self Employed Generator	254.20	Permit
2 One to Four Employees	266.90	Permit
3 Five to Nine Employees	293.48	Permit
4 Ten to Nineteen Employees	387.18	Permit



FEE DESCRIPTION	FEE	UNIT
R. HAZARDOUS WASTE GENERATOR		
5 Twenty to Forty-Nine Employees	880.75	Permit
6 Fifty to Ninety-Nine Employees	1,176.93	Permit
7 One Hundred to Four Hundred Ninety-Nine Employees	1,764.13	Permit
8 Over Four Hundred Ninety-Nine	2,547.46	Permit
S. UNIFORM FIRE CODE INSPECTION AND COMPLIANCE FEES		
1 Fire Hazard Clearance - Administrative Fee	404.40	Property
2 Reinspection	221.05	Property
T. SECURITY BAR PERMIT FEES		
1 Existing Bedroom Window Security Bar Installations		
a. First Unit	64.70	Permit
b. Second Unit	23.11	Each
c. Three or More Units	23.11	Each
2 New Installations On Existing Buildings		
a. First Unit	64.70	Permit
b. Second Unit	23.11	Each
c. Three or More Units	23.11	Each
3 Certification of Compliance - Contractor Certified Installations		
a. Permit Fee - First Unit	28.88	Permit
b. Permit Fee - Two or More Units	11.55	Each
4 Investigation Fees		
a. Investigation Fee - Administrative Costs	231.00	Each
b. Investigator Fee Per Work Hour or Fraction of an Hour	75.11	Hour
5 Reinspection Fees Per Work Hour or Fraction of an Hour	75.11	Hour
U. COMMERCIAL INSPECTION FEE	79.20	Hour
V. CONFINED SPACE FEES		
1 Confined Space Training	288.86	Class
2 Confined Space Recovery	2,310.86	Incident
W. MINIMUM AFTER HOUR INSPECTION FEE	225.50	2.5 Hours
X. AED CLASS	49.50	Person
Y. FIRST AID & CPR CLASSES	49.50	Person
Z. FIRST AID CLASS	38.50	Person
AA. HEALTHCARE PROVIDER CLASS	38.50	Person
AB. HEARTSAVER CPR CLASS	27.50	Person



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

FIRE SERVICES

FEE DESCRIPTION	FEE	UNIT
AB. HEARTSAVER CPR CLASS		
1 (3) Paramedic Classes	154.92	Class
2 EMT Certification	35.00	Certification
AC. FALSE ALARM PENALTIES-COMMERCIAL ON THE SECOND TRANSMISSION WITHIN 6 MONTHS	429.00	Incidence
AD. FALSE ALARM PENALTIES-RESIDENTIAL ON THE THIRD TRANSMISSION WITHIN 6 MONTHS	429.00	Incidence
AE. LATE PAYMENT PENALTY ON FALSE ALARM INVOICES THAT ARE NOT PAID WITHIN 15 DAYS	The larger of 25% of invoice amount or \$5 plus 18% annual interest.	Invoice
AF. TRAINING FEE-ON SITE	65.00	Person/Day
AG. TRAINING FEE-OFF SITE	100.00	Person/Day



FEE DESCRIPTION

FEE UNIT

HENRY J. KAISER CONVENTION CENTER (Note: All Kaiser Convention Center fees are valid through January 2006, or until closure of the facility)

A. ARENA

1	Day: 8 a.m. - 4 p.m.	\$2,200 or 10%	Event, or of Ticket Sales, Whichever is Greater
2	Evening: 4 p.m. - 12 Midnight	\$2,400 or 10%	Event, or of Ticket Sales, Whichever is Greater
3	All Day: 8 a.m. - 12 Midnight	\$2,900 or 10%	Event, or of Ticket Sales, Whichever is Greater
4	Set-Up	900.00	Day
5	Rehearsal	110.00	Hour
6	Recording for Rebroadcast	500.00	Event
7	Damage Deposit		
a.	Rock/Rap Concert	10,000.00	Event
b.	Other Concert	2,500.00	Event
c.	Sport Event	2,500.00	Event
d.	Dance	2,500.00	Event
e.	Other	2,500.00	Event
f.	Overtime	300.00	Hour
8	Ticket Surcharge Fee		
a.	Private For-Profit Organizations		
1	\$1 per ticket for tickets sold at values up to \$75 per ticket	1.00	Ticket, up to \$75
2	\$2 per ticket for tickets sold at values over \$75 per ticket	2.00	Ticket, over \$75
b.	Non-Profit Organizations		
1	No Charge	No Charge	

B. THEATER

1	Day: 8 a.m. - 4 p.m.	1,400.00	Event
2	Evening: 4 p.m. - 12 Midnight	1,600.00	Event
3	All Day: 8 a.m. - 12 Midnight	1,900.00	Event
4	Rehearsal	110.00	Hour
5	Recording for Rebroadcast	500.00	Event
6	Damage Deposit	500.00	Event
7	Overtime	230.00	Hour



City of Oakland
Master Fee Schedule
Effective: July 1, 2005

CULTURAL ARTS

FEE DESCRIPTION

FEE UNIT

B. THEATER

8 Ticket Surcharges Fee

a Private For-Profit Organizations

- 1 \$1 per ticket for tickets sold at values up to \$75 per ticket
- 2 \$2 per ticket for tickets sold at values over \$75 per ticket

1.00 Ticket, up to \$75
2.00 Ticket, over \$75

b Non-Profit Organizations

- 1 No Charge

No Charge

C. BALLROOM

- 1 Private, For-Profit Organization (6 consecutive hours)
- 2 Nonprofit Organization (6 consecutive hours)
- 3 Damage Deposit
- 4 Overtime

670.00 Event
550.00 Event
1,500.00 Event
175.00 Hour

D. GOLD ROOM

- 1 Private, For-Profit Organization (6 consecutive hours)
- 2 Nonprofit Organization (6 consecutive hours)
- 3 Damage Deposit
- 4 Overtime

670.00 Event
550.00 Event
230.00 Event
150.00 Hour

E. OLYMPIC ROOM

- 1 Private, For-Profit Organization (6 consecutive hours)
- 2 Nonprofit Organization (6 consecutive hours)
- 3 Damage Deposit
- 4 Overtime

550.00 Event
450.00 Event
230.00 Event
175.00 Hour

F. PARKING

- 1 Daily
- 2 Special Event

6.00 Day
9.00 Event

G. OPTIONAL EQUIPMENT

- 1 Chair
- 2 Table
- 3 Table Skirting
- 4 Pipe & Drape Installation Per Section
- 5 Lectern (Floor and Table)
- 6 Change Lock
- 7 Key Deposit
- 8 Choral Risers (Eight Units)

2.00 Day
4.00 Day
10.00 Day
2.00 Day
20.00 Day
35.00 Day
15.00 Day
100.00 Day



City of Oakland
Master Fee Schedule
 Effective July 1, 2005

CULTURAL ARTS

FEE DESCRIPTION

FEE UNIT

G. OPTIONAL EQUIPMENT

9	Choral Risers (One Unit)	10.00	Day
10	Music Stand	4.00	Day
11	Music Stand with Light	5.00	Day
12	Grand Piano Rental	200.00	Day

H. ELECTRICAL EQUIPMENT

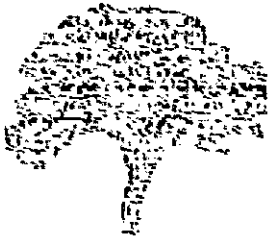
1	Power Drop	45.00	Three Days
2	Electrical Hookup [3 ph 120/208/240]		
	a. 100 amp	100.00	Drop
	b. 225 amp	200.00	Drop
	c. 400 amp	315.00	Drop
3	Electrical Hookup [3 ph 120/277/480]		
	a. 100 amp	125.00	Drop
	b. 225 amp	275.00	Drop
	c. 400 amp	375.00	Drop
	d. 600 amp	525.00	Drop
4	Extension Cord		
	a. 25 Feet	5.00	Day
	b. 50 Feet	10.00	Day

I. PROGRAMS AND NOVELTIES

15% Gross Revenues

J. STAGE/TECHNICAL EQUIPMENT

1	Fresnel		
	a. Daily	5.00	Day
	b. Weekly	12.00	Week
2	Ellipsoidal		
	a. Daily	5.00	Day
	b. Weekly	12.00	Week
3	Barndoor		
	a. Daily	1.00	Day
	b. Weekly	3.00	Week
4	Ultra-arc Long Throw Followspots		
	a. Daily	75.00	Day
	b. Weekly	150.00	Week
5	Stage & Extension Cords	0.10	Foot/Day
6	Movie Screen	50.00	Day



FEE DESCRIPTION

FEE UNIT

J. STAGE/TECHNICAL EQUIPMENT

7 Forklift

- a. Hourly 35.00 Hour
- b. Daily 100.00 Day

8 Audio Equipment

- a. Portable Sound System 175.00 Day
- b. Additional Microphone 15.00 Day
- c. Calvin Simmons Theater Sound System-Non-profit 250.00 Occasion
- d. Calvin Simmons Theater Sound System-All Others 500.00 Occasion

9 Garbage Drop-off Bin 150.00 Day

10 Stage Section 12.00 Day

11 Basketball Standards 200.00 Day

12 Basketball Scoreboard 100.00 Day

13 Barricade 500.00 Day

14 Small Concert Shell

- a. Basic 200.00 Day
- b. Additional Shell Section 40.00 Day

15 Gaffers Tape 10.00 Roll

K. STAFFING FOR CUSTODIAL, SET-UP, AND SECURITY 30.00 Hour

L. STAFFING FOR TECHNICAL 30.00 Hour

MUSEUM

A. RENTAL FEES

1 James Moore Theatre (Seating Capacity: 270)

- a. 4 Hours or Less (Non-profit) 1,144.00 Occasion
- b. 4 Hours or Less (Other Users) 1,430.00 Occasion
- c. Over 4 Hours (Non-profit) 264.00 Hour
- d. Over 4 Hours (Other Users) 330.00 Hour

2 Lecture Hall (Seating Capacity: 115)

- a. 4 Hours or Less (Non-profit) 600.00 Occasion
- b. 4 Hours or Less (Other Users) 750.00 Occasion
- c. Over 4 Hours (Non-profit) 180.00 Hour
- d. Over 4 Hours (Other Users) 225.00 Hour

3 Restaurant (Seating Capacity: 200 - Maximum Capacity: 250)

- a. 4 Hours or Less (Non-profit) 1,500.00 Occasion
- b. 4 Hours or Less (Other Users) 1,875.00 Occasion



City of Channahon
 Master Fee Schedule
 Effective: July 1, 2005

CULTURAL ARTS

FEE DESCRIPTION		FEE	UNIT
A. RENTAL FEES			
3	<i>Restaurant (Seating Capacity: 200 - Maximum Capacity: 250)</i>		
c.	Over 4 Hours (Non-profit)	344.00	Hour
d.	Over 4 Hours (Other Users)	430.00	Hour
c	Refundable Damage Deposit: Required by All Users, Including Those with Waiver for Non-profit	500.00	Occasion
4	<i>Main Galleries or Great Hall</i>		
a	Non-Profit Organization (4 Hours)	1,125.00	Occasion
b.	Other Users (4 Hours)	1,500.00	Occasion
c.	Non-Profit Organization (2 Hours)	582.50	Occasion
d.	Other Users (2 Hours)	750.00	Occasion
5	<i>All Galleries</i>		
a.	4 Hours or Less (Non-profit)	4,500.00	Occasion
b.	4 Hours or Less (Other Users)	6,000.00	Occasion
c	Over 2 hours (Non-profit)	2,250.00	Occasion
d.	Over 2 hours (Other Users)	3,000.00	Occasion
6	<i>Terrace 2, 3,4 (Exclusive of Restaurant Patios)</i>		
a	4 Hours or Less (Non-profit)	780.00	Occasion
b	4 Hours or Less (Other Users)	975.00	Occasion
c	Over 4 Hours (Non-profit)	240.00	Hour
d.	Over 4 Hours (Other Users)	300.00	Hour
7	<i>Great Court Gardens</i>		
a	4 Hours or Less (Non-profit)	2,240.00	Occasion
b	4 Hours or Less (Other Users)	2,800.00	Occasion
c	Over 4 Hours (Non-profit)	500.00	Hour
d	Over 4 Hours (Other Users)	625.00	Hour
8	<i>Entire Museum</i>		
a	4 Hours or Less (Non-profit)	7,840.00	Per Occasion
b.	4 Hours or Less (Other Users)	9,800.00	Occasion
c	Over 4 Hours (Non-profit)	1,960.00	Per Hour
c.	Over 4 Hours (Other Users)	2,450.00	Hour
9	<i>Group Fees for Extended Parking Hours</i>		
a.	Flat Hourly Fee Per Group (No Individual Parking Charge)	55.00	Hour
b.	Fee Per Hour Plus individual Parking Charge	27.50 + 2.00	Hour + Space
B. MUSEUM ADMISSION			
1	<i>Adults (18-61 Years Old)</i>	8.00	Person



City of Oakland
 Master Fee Schedule
 Effective July 1, 2005

CULTURAL ARTS

FEE DESCRIPTION	FEE	UNIT
B. MUSEUM ADMISSION		
2 Seniors and Students	5.00	Person
3 Youth (5 to 7 Years Old) and Students (Valid I.D.)	5.00	Person
4 Children Under 5 Years of Age	Free	Person
C. DUPLICATION OF DOCUMENTS		
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials		
a. Twenty (20) or Fewer Pages	No Charge	
b. Twenty-one (21) or More Pages	0.01	Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	0.05	Page
3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester	Market Rate	Page
OAKLAND MUSEUM PARKING GARAGE		
A. BASIC FEE		
1 Hourly Parking - Museum Visitor with Validation	1.00	Space/Hour
2 Hourly Parking - Public Parking without Validation	2.50	Space/Hour
3 Special Event Parking	2.00	Space
4 Overnight Parking (Close to Open)	3.00	Space
5 Monthly Parking	140.00	Space/Month
B. MONTHLY FEE PAID BY THE MUSEUM	27.50	Space/Month
C. LOST TICKET	16.00	Ticket
D. MOTORCYCLE PARKING	4.50	Ticket
E. SPECIAL FEES		
1 Penalty for Monthly Fee Paid After the 7th of the Month	5.00	Space
2 Group Fees for Extended Hours Parking		
a. Flat Fee Per Group (No Individual Parking)	55.00	Hour
b. Fee Per Hour Plus Individual Parking Charge	27.50	Hour
3 Docent Validated Parking	0.50	Space/Hour
F. VALIDATION (MAXIMUM OF TWO)	0.50	Space/Hour



City of Oakland
Master Fee Schedule
Effective: July 1, 2005

LIBRARY SERVICES

FEE DESCRIPTION

FEE UNIT

FEE DESCRIPTION		FEE	UNIT
A. FEE FOR THE REPLACEMENT OF AN OAKLAND PUBLIC LIBRARY CARD		1.00	Card
B. SERVICE FEE FOR THE REPLACEMENT OF AN OAKLAND PUBLIC LIBRARY BOOK OR OTHER MATERIAL WHICH IS LOST OR DAMAGED BEYOND USE		Actual Cost	
C. RENTAL OF OAKLAND PUBLIC LIBRARY MEETING ROOMS			
<i>Group Definitions for Items 1 through 4 below:</i>			
I An Open Membership Non-profit Group with 501(c)(3) Status That is Co-sponsored by the Library Department, Any City Department or Governmental Agency, a Non-profit Community Group From the Immediate Neighborhood of the Facility, or a School-affiliated Parent			
II An Organized Club or Special Interest Group with 501(c)(3) Status; No Admission Charge May be Required for Meeting Attendance Nor May Any Fund-raising Take Place			
III Other Public, Private, Civic, Cultural, Educational, Charitable or Political Groups Not Previously Mentioned			
1	<i>Main Library</i>		
a.	Group III - Half Day	25.00	1-4 Hours
b.	Group III - Full Day	20.00	Add'l Hour
c.	Group II - Half Day	12.50	1-4 Hours
d.	Group II - Full Day	10.00	Add'l Hour
e.	Group I	No Fee	
2	<i>Diamond and Rockridge Branches</i>		
a.	Group III - Half Day	20.00	1-4 Hours
b.	Group III - Full Day	15.00	Add'l Hour
c.	Group II - Half Day	10.00	1-4 Hours
d.	Group II - Full Day	7.50	Add'l Hour
e.	Group I	No Fee	
3	<i>Branch Libraries</i>		
a.	Group III - Half Day	10.00	1-4 Hours
b.	Group III - Full Day	7.50	Add'l Hour
c.	Group II - Half Day	5.00	1-4 Hours
d.	Group II - Full Day	3.75	Add'l Hour
e.	Group I	No Fee	
4	<i>AAMLO-Conference Rooms</i>		
a.	Group III		
1	1-4 Hours	25.00	1 Hour
2	Each Additional Hour	20.00	Hour
b.	Group II		
1	1-4 Hours	25.00	1 Hour
2	Each Additional Hour	20.00	Hour



FEE DESCRIPTION **FEE** **UNIT**

G. RENTAL OF OAKLAND PUBLIC LIBRARY MEETING ROOMS

4 AAMLO-Conference Rooms

a. Group I

1 1-4 Hours

No Fee

2 Each Additional Hour

No Fee

5 AAMLO Museum Gallery

a. Staff Cost

45.00 Hour

b. Setup Cost

150.00 Use

c. Custodian Cost

34.90 Hour

d. Security Cost

15.00 Hour

e. Insurance Cost

500.00 Deposit

f. Rental Fee

500.00 Event

6 Indoor

a. West Oakland Multi-Service Center and Library (2-Hour Minimum Required for Everyday) (9 a.m. - 12 Midnight)

1 Residents: Rooms 103A or 103C

25.00 Hour

2 Residents: Room 103B

40.00 Hour

3 Residents: Combined Rooms

60.00 Hour

4 Nonresidents: Rooms 103A or 103C

35.00 Hour

5 Nonresidents: Room 103B

50.00 Hour

6 Nonresidents: Combined Rooms

70.00 Hour

7 Deposit (Residents/Non-residents)

300.00 Use

8 Cancellation (Residents/Non-residents);

a. 30 Days or Less Notice

Forfeit 1/2
 Deposit or 1/2
 Rental Fee,
 Whichever is
 More

b. 31 Days or More Notice

Forfeit 1/2
 Deposit or 1/2
 Rental Fee,
 Whichever is
 Less

D. OVERDUE FINES ON ADULT MATERIALS OTHER THAN VIDEO CASSETTES

0.10 Item/Day

E. OVERDUE FINES ON VIDEO CASSETTES (NO FINES ON CHILDREN'S MATERIALS UNLESS CHECKED OUT BY TEACHERS FOR CLASSROOM USE)

1.00 Item/Day

F. TOOL LENDING LIBRARY FINES

1 Tool with a value under \$20

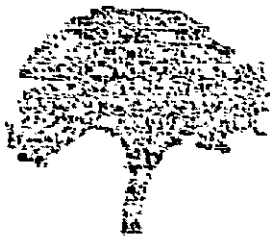
1.00 Day

2 Tool with a value between \$20 and \$50

2.00 Day

3 Tool with a value between \$50 and \$200

5.00 Day



City of Oakland
Master Fee Schedule
 Effective: July 1, 2005

LIBRARY SERVICES

FEE DESCRIPTION	FEE	UNIT
F. TOOL LENDING LIBRARY FINES		
4 Tool with a value between \$200 and \$400	10.00	Day
5 Tool with a value over \$400	20.00	Day
G. RESERVE POSTAL (NOTICE CARD MAILED TO REQUESTER FOR A BOOK)		
	0.50	Postal
H. MATERIAL RENTAL SERVICES		
Book, Record, or Cassette, Each		
a First Three Days	1.00	First Three Days
b Additional Days	0.25	Day
I. DUPLICATION OF DOCUMENTS		
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials		
a Twenty (20) or Fewer Pages	No Charge	
b Twenty-one (21) or More Pages	0.01	Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	0.05	Page
3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester	Market Rate	
J. MICROFORM COPYING FEE		
	0.15	Page
K. COMPUTER PRINTING FEE		
	0.10	Page
L. PHOTO REPRINT FEE		
	Actual Cost of Print	
M. COMPUTER SEARCH FEE (MAXIMUM OF TWO SEARCHES PER CALENDAR MONTH PER CUSTOMER)		
	Actual cost of Search in Excess of 5 Request	
N. CITATION FEES (FOR PHONE AND MAIL REQUESTS FROM NON-RESIDENTS)		
1 Basic Fee (For Research)	7.50	1/4 Hour
2 Mailing	0.50	Page
O. ANNUAL CHARGE FOR LIBRARY CARD FOR RESIDENT IN A "NON-QUALIFYING JURISDICTION"		
	100.00	Year
P. PROCESSING FEE FOR RECOVERY OF DELINQUENT MATERIALS WHEN AMOUNT OWED EXCEEDS \$50.00		
	10.00	Transaction
Q. BOOK COVER REPLACEMENT FEE		
	0.50	Book Cover
R. BARCODE REPLACEMENT FEE		
	0.50	Bar Code
S. LITERACY SKILLS ASSESSMENT AND TEACHING FEE		
	30.00	Hour
T. FEE FOR 3.5", 1.4 MB FLOPPY DISKS		
	0.80	Disk
U. INTERLIBRARY LOAN PROCESSING FEE		
	2.00	Request
V. COPY/MAILING FEE		
	2.00	Request



FEE DESCRIPTION

FEE UNIT

ADMINISTRATION

A. AMUSEMENT PARKS (These fees are included for information only; they are charged directly by service providers and not by the City of Oakland)

1 Children's Fairyland

a. Admission

- 1 Adults and Children 6.00 Person
- 2 Children with a School Group 2.00 Child
- 3 Children (Under 1 Year) No Charge

2 Oakland Zoo at Knowland Park

Admissions

- 1 Adults (15 - 55) 8.50 Person
- 2 Children (2 - 14 Years) 5.00 Person
- 3 Children (Under 2 Years) No Charge
- 4 Seniors (55 and Over) 5.00 Person

a. Group Rates (12 or More)

- 1 Adults 4.50 Person
- 2 Children 3.50 Person
- 3 Seniors 3.50 Person

c. Rides

- 1 Miniature Train 0.75 - 1.50 Person
- 2 Sky Ride 0.75 - 1.50 Person
- 3 Kiddies Rides 0.75 - 1.50 Person

d. Parking

- 1 Automobiles 4.00 Entry
- 2 Bus 9.00 Per Entry

B. PARK USE PERMITS

1 Park Use Permit for Picnics

- a Picnic Table Reservation (Residents) 10.00 Table/Day
- b Cancellation Fee 1/2 of Rent or \$10.00 Min, Whichever is Greater Event
- c Special Event/Park/Facility/Attendant (May - September, Weekends and Holidays) 125.00 Staff/Event

2 Regular Event Rates (Residents)

- a. 1-99 Patrons 50.00 Day
- b. 100-299 Patrons 100.00 Day
- c. 300-499 Patrons 150.00 Day
- d. 500-999 Patron 300.00 Day
- e. Each additional 250 patrons over 999 125.00 Day



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION	FEE	UNIT
B. PARK USE PERMITS		
2 Regular Event Rates (Residents)		
f Holiday Surcharge - all fees	Add'l 50%	Day
3 Regular Event Rates (Non-Residents)		
a. 1-99 Patrons	60.00	Day
b. 100-299 Patrons	110.00	Day
c. 300-499 Patrons	160.00	Day
c. 500-999 Patrons	310.00	Day
e. Each additional 250 patrons over 999	135.00	Day
f Holiday Surcharge - all fees	Add'l 50%	Day
4 Deposits		
a. Up to 299 Patrons	75.00	Day
b. 300-499 Patrons	150.00	Day
c. 500-999 Patrons	250.00	Day
d. 1000 or more Patrons	500.00	Day
5 Redwood Heights	50.00	Table/Day
6 Montclair		
a. Picnic Area	25.00	Table/Day
7 Dimond		
Redwood Grove	75.00	Day
b. Sequoia	75.00	Day
c. Deposit	75.00	Day
8 Joaquin Miller Park		
a. Park Picnic Reservation (Residents)		
1 Baywood	150.00	Day
2 Fire Circle	125.00	Day
3 Fernwood, Redwood Glen, Pinewood	100.00	Day
4 Other Designated/Undesignated Sites	75.00	Day
5 Cascade Wedding Site		
a. First Two Hours (Two Hour Minimum)	200.00	Event
b. Each Additional Hour	50.00	Hour
b. Park Picnic Reservation (Non-Residents)		
1 Baywood	160.00	Day
2 Fire Circle	135.00	Day
3 Fernwood, Redwood Glen, Pinewood	110.00	Day
4 Other Designated/Undesignated Sites	85.00	Day



FEE DESCRIPTION

FEE UNIT

B. PARK USE PERMITS

8 Joaquin Miller Park

b. Park Picnic Reservation (Non-Residents)

5 Cascade Wedding Site

a. First Two Hours (Two Hour Minimum)

210.00 Event

b. Each Additional Hour

60.00 Hour

c. Deposits (Residents/Non-Residents)

1 Cascade Wedding Site

150.00 Day

2 Other Designated/Undesignated Sites

75.00 Day

9 Knowland Park (These Fees are Included for Information Only)

a. Deposit:

100.00 Day

b. Family and Group Sites

150.00 Day

c. Cancellation Fee

1 Less Than 30 Days Before Reservation Date

100.00 Day

10 Park Use Permit for Special Events (Fairs, Exhibits, Festivals, Concerts, Rallies, Sporting Events and Related Activities)

a. Rates

Up to 99 Patrons

100.00 Day

2 100-299 Patrons

150.00 Day

3 300-499 Patrons

250.00 Day

4 500-1000 Patrons

500.00 Day

5 Each Additional 250 Patrons

150.00 Day

6 Community Based/Non-Profit Organizations (Pre-Approval Required)

50% Discount Rental Fees

b. Deposit

1 Up to 299 Patrons

150.00 Day

2 300-499 Patrons

250.00 Day

3 Over 500 Patrons

500.00 Day

c. Cancellation

1 31 Days or More Notice

Forfeit 1/2 Event Deposit

2 11-30 Days Notice

Forfeit Deposit plus 1/2 Rental Fees

3 10 Days or Less Notice

Forfeit all Fees Event

11 Park Use Permit for Runs, Walks, and Related Activities (Lakeside Park, Snow Park, Estuary Park, Astro Park)

a. Rates - Residents

1 Up to 99 Patrons

50.00 Day

2 100-299 Patrons

100.00 Day

3 300-499 Patrons

150.00 Day



City of Oakland
Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION

FEE UNIT

B. PARK USE PERMITS

11 Park Use Permit for Runs, Walks, and Related Activities (Lakeside Park, Snow Park, Estuary Park, Astro Park)

a. Rates - Residents

4	500-1000 Patrons	250.00	Day
5	Each Additional 250 Patrons	125.00	Day
6	Holiday Surcharge	50% of Fee	Event

b. Rates - Nonresidents

1	Up to 299 Patrons	60.00	Day
2	300-499 Patrons	160.00	Day
3	500-1,000 Patrons	260.00	Day
4	Each Additional 250 Patrons	135.00	Day
5	Holiday Surcharge	50% of fee	Event

c. Deposit (Residents/Nonresidents)

1	Up to 299 Patrons	75.00	Event
2	300-499 Patrons	150.00	Event
3	500-1,000 Patrons	250.00	Event

(Note: An Event with More Than 1,000 Patrons is Classified as a Special Event and Requires a \$500 Deposit)

12 Lakeside Park Bandstand

a. Rates (Residents)

1	Two Hour Minimum	100.00	Hour
2	Additional Hours	50.00	Hour

b. Rates (Non-Residents)

1	Two Hour Minimum	110.00	Hour
2	Additional Hours	60.00	Hour

13 Cancellation Fee

a	31 Days or More Notice	Forfeit 1/2 Deposit	Event
b	11-30 Days Notice	Forfeit Deposit plus 1/2 Rental Fees	Event
c	10 Days or Less Notice	Forfeit of Fees	Event

C. RENTAL FACILITIES

1 indoor

a. Lodges: Sequoia Lodge, Leona Lodge and Sailboat House (4-Hour Minimum Required for Every Day)

1	Residents: 8 a.m. - 9 a.m.	75.00	Hour
2	Residents: 9 a.m. - 12 Midnight	65.00	Hour
3	Residents: Friday/Saturday: 12 Midnight-1 a.m.	75.00	Hour



City of Oakland
Master Fee Schedule
 Effective July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION

FEE UNIT

C. RENTAL FACILITIES

1 Indoor

a. Lodges Sequoia Lodge, Leona Lodge and Sailboat House (4-Hour Minimum Required for Every Day)			
4 Nonresidents: 6 a.m. - 9 a.m.	85.00	Hour	
5 Nonresidents: 9 a.m. - 12 Midnight	75.00	Hour	
6 Nonresidents: Fri/Sat: 12 Midnight-1 a.m.	85.00	Hour	
7 Deposit (Residents/Nonresidents)	300.00	Event	
8 Cancellation			
a. 31 Days or More Notice	Forfeit 1/2 Deposit	Event	
b. 11-30 Days Notice	Forfeit Deposit plus 1/2 Rental Fees	Event	
c. 10 Days or Less Notice	Forfeit All Fees	Event	
9 Holiday Surcharge (For Christmas Day, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Presidents' Day and Labor Day)	15.00	Adic' Per hour	
10 Fundraising Events	200% of Facility Fee	Event	
11 Late Charge - When Event Continues Past 1 a.m.	150.00	Hour	
12 Community-Based/Non-Profit Organizations - Oakland Based (Pre-Approval Required)	35.00	Hour	
13 Community-Based/Non-Profit Organizations - Non-Oakland Based (Pre-Approval Required)*	45.00	Hour	
b. Garden Center Rental Rates			
1 Garden Clubs Rental Rates (4-Hour Minimum for Every Day)			
a Vista Room; Ebell Room - 9 a.m. - 12 Midnight	25.00	Hour	
c. Vista Room, Ebell Room - 12 Midnight - 9 a.m.	30.00	Hour	
c Japanese Garden; Garden Room - 9 a.m. - 12 Midnight	20.00	Hour	
d Japanese Garden; Garden room - 12 Midnight - 9 a.m.	30.00	Hour	
e. Entire Building except Library & Kitchens - 6 a.m. - 9 a.m.	70.00	Hour	
f. Entire Building Except Library & Kitchens - 9 a.m. - 12 Midnight	60.00	Hour	
g Entire Building Except Library & Kitchens - Friday/Saturday 12 Midnight - 1 a.m.	70.00	Hour	
h Small Kitchen	25.00	Use	
i. Large Kitchen	35.00	Use	
j. Locker	30.00	Year	
2 Private Group Rental Rates (4-Hour Minimum for Every Day)			
a Vista Room, Ebell Room-Residents: 6 a.m. - 9 a.m.	75.00	Hour	
b Vista Room, Ebell Room-Residents: 9 a.m. - 12 Midnight	65.00	Hour	



FEE DESCRIPTION

FEE UNIT

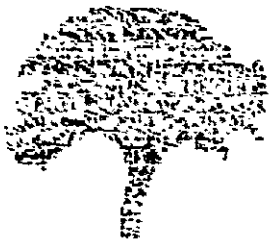
C. RENTAL FACILITIES

1 Indoor

c Garden Center Rental Rates

2 Private Group Rental Rates (4-Hour Minimum for Every Day)

<i>c. Vista Room; Ebell Room-Residents; Friday/Saturday; 12 Midnight - 1 a.m.</i>	<i>75.00</i>	<i>Hour</i>
<i>d. Vista Room, Ebell Room-Nonresidents; 6 a.m. - 9 a.m.</i>	<i>65.00</i>	<i>Hour</i>
<i>c. Vista Room Ebell Room-Nonresidents; 9 a.m. - 12 Midnight</i>	<i>75.00</i>	<i>Hour</i>
<i>f. Vista Room; Ebell Room-Nonresidents; Friday/Saturday; 12 Midnight - 1 a.m.</i>	<i>65.00</i>	<i>Hour</i>
<i>g. Garden Room; Picture Room-Residents; 6 a.m. - 9 a.m.</i>	<i>65.00</i>	<i>Hour</i>
<i>h. Garden Room; Picture Room-Residents; 9 a.m. - 12 Midnight</i>	<i>55.00</i>	<i>Hour</i>
<i>i. Garden Room; Picture Room-Residents; Friday/Saturday; 12 Midnight - 1 a.m.</i>	<i>75.00</i>	<i>Hour</i>
<i>j. Garden Room; Picture Room-Nonresidents; 6 a.m. - 9 a.m.</i>	<i>75.00</i>	<i>Hour</i>
<i>k. Garden Room; Picture Room-Nonresidents; 9 a.m. - 12 Midnight</i>	<i>65.00</i>	<i>Hour</i>
<i>l. Garden Room; Picture Room-Nonresidents; Friday/Saturday; 12 Midnight - 1 a.m.</i>	<i>85.00</i>	<i>Hour</i>
<i>m. Japanese Garden with Garden Room-Residents; 9 a.m. - 12 Midnight</i>	<i>100.00</i>	<i>Hour</i>
<i>n. Japanese Garden with Garden Room-Nonresidents; 9 a.m. - 12 Midnight</i>	<i>125.00</i>	<i>Hour</i>
<i>o. Garden Rm., Vista Rm., Ebell Rm. & Large Kitchen; 6 a.m.-9 a.m.</i>	<i>250.00</i>	<i>Hour</i>
<i>p. Garden Rm., Vista Rm., Ebell Rm. & Large Kitchen; 9 a.m.-12 Midnight</i>	<i>240.00</i>	<i>Hour</i>
<i>q. Garden Rm., Vista Rm., Ebell Rm. & Large Kitchen; 12 Midnight-1a.m.</i>	<i>250.00</i>	<i>Hour</i>
<i>r. Garden Rm., Vista Rm., Ebell Rm & Large Kitchen; 6 a.m.-9 a.m.</i>	<i>260.00</i>	<i>Hour</i>
<i>s. Garden Rm., Vista Rm., Ebell Rm. & Large Kitchen; 9 a.m.-12 Midnight</i>	<i>250.00</i>	<i>Hour</i>
<i>t. Garden Rm., Vista Rm., Ebell Rm. & Large Kitchen; 12 Midnight-1 a.m.</i>	<i>280.00</i>	<i>Hour</i>
<i>u. Small Kitchen-Nonresident</i>		
<i>1 With Room Rental</i>	<i>45.00</i>	<i>Use</i>
<i>Small Kitchen-Resident</i>	<i>35.00</i>	<i>Use</i>
<i>2 Without Room Rental</i>	<i>35.00</i>	<i>Hour</i>
<i>Small Kitchen-Nonresident</i>	<i>45.00</i>	<i>Hour</i>
<i>v. Large Kitchen-Nonresident</i>		
<i>1 With Room Rental</i>	<i>65.00</i>	<i>Use</i>
<i>Large Kitchen-Resident</i>	<i>75.00</i>	<i>Use</i>
<i>2 Without Room Rental</i>	<i>65.00</i>	<i>Hour</i>



FEE DESCRIPTION

FEE UNIT

G. RENTAL FACILITIES

1 Indoor

d. Garden Center Rental Rates

2 Private Group Rental Rates (4-Hour Minimum for Every Day)

v. Large Kitchen-Nonresident

2 Without Room Rental

75.00 Hour

3 Non-Profit Organizations, Per Room Rate

a. Community Based/Non-Profit Organizations - Oakland Based (Pre Approval Required);

35.00 Hour

a. Community Based/Non-Profit Organizations - Non-Oakland Based (Pre Approval Required);

45.00 Hour

4 Deposit

a. One or Two Rooms

300.00 Event

b. More Than Two Rooms

500.00 Event

5 Cancellation (Residents/Nonresidents)

a. 31 Days or More Notice

Forfeit 1/2
Deposit

Event

b. 11-30 Days Notice

Forfeit Deposit
plus 1/2 Rental
Fees

Event

c. 10 Days or Less Notice

Forfeit All Fees

Event

6 Holiday Surcharge

15.00 Additional Hour/Room

(For Christmas Day, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, President's Day and Labor Day)

c. Rotary Nature Center (2 Hour Minimum for Every Day)

1 Rental (Limited to Nature and Environmental Groups)

a. Monday - Friday 5 p.m. - 10 p.m.

15.00 Hour

b. Saturday, Sunday, Holidays 5 p.m. - 10 p.m.

20.00 Hour

2 Staff Presentations to Non-Oakland and Adult Groups

25.00 Presentation

3 Cancellation Fee

15.00 Event

d. Studio One Arts Center and Recreation Centers (except Redwood Heights and Carmen Flores) - Two-Hour Minimum for Every Day

1 Meeting Rooms - Monday-Friday, 9 a.m.-8 p.m.

a. Group I (Private Users)

20.00 Hour

b. Group II (Non-profit Users)

15.00 Hour

c. Overtime

25.00 Hour

d. Kitchen

30.00 Use

e. Deposit

200.00 Rental

2 Meeting Rooms - Saturday, Sunday or Holiday

a. Group I (Private Users)

25.00 Hour

b. Group II (Non-profit users)

25.00 Hour



FEE DESCRIPTION

FEE UNIT

C. RENTAL FACILITIES

1 Indoor

d Studio One Arts Center and Recreation Centers (except Redwood Heights and Carmen Flores) - Two-hour Minimum for Every Day

2 Meeting Rooms - Saturday, Sunday or Holiday

- c Overtime 30.00 Hour
- d Kitchen 50.00 Hour
- e Deposit 200.00 Rental

3 Multi-Purpose Room - Monday-Friday, 9 a.m.-8 p.m.

- a Group I (Private Users) 50.00 Hour
- b Group II (Non-profit Users) 40.00 Hour
- c Deposit 200.00 Rental

4 Multi-Purpose Room - Saturday, Sunday or Holiday

- a Group I (Private Users) 50.00 Hour
- b Group II (Non-profit Users) 50.00 Hour
- c Deposit 200.00 Rental

5 Gymnasium

- a Monday - Friday 9 a.m. - 8 p.m. 35.00 Hour
- b Saturday, Sunday or Holiday (Non-center Hours) 45.00 Hour
- c Deposit 75.00 Rental

6 Cancellation Fee

50% Min. Rental

7 Set-Up

75.00 Rental

8 Tear-Down

75.00 Rental

e. Redwood Heights Recreation Center and Carmen Flores Recreation Center

Resident Rates

- a Multipurpose Room, Mon. - Thurs. 50.00 Hour
- b Multipurpose Room, Fri. - Sun. 75.00 Hour
- c Craft Room, Mon - Thurs. 20.00 Hour
- d Craft Room, Fri - Sun 35.00 Hour

2 Non-Resident Rates

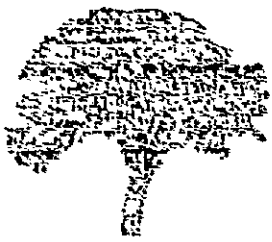
- a Multipurpose Room, Mon. - Thurs 60.00 Hour
- b Multipurpose Room, Fri. - Sun. 85.00 Hour
- c Craft Room, Mon - Thurs. 30.00 Hour
- d Craft Room, Fri. - Sun. 45.00 Hour

3 Kitchen

50.00 Hour

4 Deposit

200.00 Use



FEE DESCRIPTION		FEE	UNIT
C. RENTAL FACILITIES			
1 Indoor			
f. Ranger Station Lobby (2 Hour Minimum)			
1	Group I (Private Users)	25.00	Hour
2	Group II (Non-profit Users)	20.00	Hour
3	Deposit	100.00	Use
4	Cancellation Fee	50%	Min. Rental
g. Joaquin Miller Community Center (2-Hour Minimum Required for Everyday, Except as Noted)			
1 Conference Rooms A, B or C			
a.	Residents	30.00	Hour
b.	Nonresidents	40.00	Hour
c.	Community Based/Non-Profit Organizations - Oakland-based (Pre-Approval Required)	20.00	Hour
d.	Community Based/Non-Profit Organizations - Non-Oakland Based (Pre-Approval Required)	30.00	Hour
2 Alcove			
a.	Residents	30.00	Hour
b.	Non-residents	40.00	Hour
c.	Community Based/Non-Profit Organizations - Oakland Based (Pre-Approval Required)	20.00	Hour
d.	Community Based/Non-Profit Organizations - Non-Oakland Based (Pre-Approval Required)	30.00	Hour
3 Conference Rooms Combined			
a.	Residents	75.00	Hour
b.	Non-residents	85.00	Hour
c.	Community Based/Non-Profit Organizations - Oakland Based (Pre-Approval Required)	50.00	Hour
d.	Community Based/Non-Profit Organizations - Non-Oakland Based (Pre-Approval Required)	60.00	Hour
4 Assembly Rooms (4-Hour Minimum Required for Every Day)			
a.	Residents - Assembly 1 or 2	80.00	Hour
b.	Non-residents - Assembly 1 or 2	90.00	Hour
c.	Community Based/Non Profit Organizations - Oakland-Based (Pre-Approval Required)	40.00	Hour
c.	Community Based/Non-Profit Organizations Non-Oakland-Based (Pre-Approval Required)	50.00	Hour
5 Assembly Rooms Combined (4-Hour Minimum Required for Every Day)			
a.	Residents	160.00	Hour
b.	Non-residents	170.00	Hour



City of Oakland
 Master Fee Schedule
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PARKS AND RECREATION

FEE DESCRIPTION **FEE UNIT**

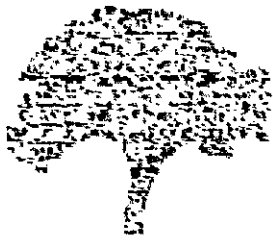
C. RENTAL FACILITIES

1 Indoor

g	Leisure Center Community Center (2-Hour Minimum Required for Everyday, Except as Noted)		
E	Assembly Rooms Combined (4-Hour Minimum Required for Every Day)		
c	Community Based/Non-Profit Organizations - Oakland-based (Pre-Approval Required)	80.00	Hour
d	Community Based/Non-Profit Organizations - Non-Oakland Based (Pre-Approval Required)	90.00	Hour
E	Entire Building-Interior Rooms Only (4-Hour Minimum Required for Every Day)		
a	Residents	285.00	Hour
b	Non-residents	295.00	Hour
c	Community Based/Non-Profit Organizations (Oakland Based)	185.00	Hour
d	Community Based/Non-Profit Organizations-Non-Oakland Based (Pre-Approval Required)	195.00	Hour
7	Kitchen		
a	With Room Rental	100.00	Use
b	Without Room Rental	80.00	Hour
8	Deck		
a	Weddings Only, Residents	75.00	Event
b	Weddings Only, Non-residents	85.00	Event
c	Other Use, Residents	80.00	Hour
c	Other Use, Non-residents	90.00	Hour
9	Cancellation		
a	31 Days or More Notice	Forfeit 1/2 Deposit	Event
b	11-30 days Notice	Forfeit Deposit plus 1/2 Rental Fees	Event
c	10 Days or Less Notice	Forfeit All Fees	Event
10	Deposit		
a	Conference Rooms, One Assembly Room or the Alcove	300.00	Event
b	Two Assembly Rooms or Combined Conference Rooms	400.00	Event
c	Entire Building	600.00	Event
11	Mandatory Setup/Teardown	150.00	Event

2 Outdoor

a.	Marconi Rose Garden (2-Hour Minimum Required for Every Day) 9 a.m. - 8 p.m., Mother's Day through October 31		
1	Residents	100.00	Hour
2	Non-residents	110.00	Hour
3	Deposit	300.00	Use



City of Oakland
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FEE DESCRIPTION

FEE UNIT

C. RENTAL FACILITIES

2 Outdoor

a. Morcom Rose Garden (2-Hour Minimum Required for Every Day) 9 a.m. - 6 p.m., Mother's Day through October 31

c. Cancellation

a. 31 Days or More Notice

Forfeit 1/2
Deposit

Event

b. 11-30 Days Notice

Forfeit Deposit
Plus 1/2 Rental
Fees

Event

c. 10 Days or Less Notice

Forfeit all Fees

Event

b. Japanese Garden (2-Hour Minimum Required for Every Day)

1 Everyday - 2 Hour Minimum

75.00

Hour

2 Residents: with Garden Room

100.00

Hour

3 Non-residents: with Garden Room

110.00

Hour

4 Deposit

300.00

Use

5 Cancellation

a. 31 Days or More Notice

Forfeit 1/2
Deposit

b. 11-30 Days Notice

Forfeit Deposit
Plus 1/2 Rental
Fees

Event

c. 10 Days or Less Notice

Forfeit all Fees

Event

c. Woodminster Amphitheater

1 Regular Usage (Filming, Plays, Concerts, Etc.) by Resident Individual or Oakland-Based Group or Business Other Than Non-Profits

a. Each Day 8 a.m. - 5 p.m.

800.00

Use

b. Each Day 5 p.m. - 12 Midnight

800.00

Use

c. All Day, 8 a.m. - 12 Midnight

1,700.00

Use

d. Additional Setup/Teardown/Rehearsal

100.00

Hour

e. OPR Special Events

Rates vary
based on event

Event

2 Regular Usage (Filming, Plays, Concerts, Etc.) by Non-Resident Individual or Non-Oakland-Based Organization

a. Each Day, 8 a.m. - 5 p.m.

1,000.00

Use

b. Each Day, 5 p.m. - 12 Midnight

900.00

Use

c. All Day, 8 a.m. - 12 Midnight

1,900.00

Use

d. Additional Setup/Teardown/Rehearsal

110.00

Hour

3 Regular Usage (Filming, Plays, Concerts, Etc.) by Oakland-Based Non-Profit

a. Each Day, 8 a.m. - 5 p.m.

400.00

Use

b. Each Day, 5 p.m. - Midnight

500.00

Use



FEE DESCRIPTION

FEE UNIT

G. RENTAL FACILITIES

2 Outdoor

a. Woodminster Amphitheater

3 Regular Usage (Filming, Plays, Concerts, Etc.) by Oakland-Based Non-Profit

c. All Day, 8 a.m. - Midnight 900.00 Use

d. Additional Setup/Teardown/Rehearsal 50.00 Hour

4 Regular Usage (Filming, Plays, Concerts, Etc.) by Non-Oakland-Based Non-Profit Organization

a. Each Day, 8 a.m. - 5 p.m. 500.00 Use

b. Each Day, 5 p.m. - Midnight 600.00 Use

c. All Day, 8 a.m. - Midnight 1,100.00 Use

d. Additional Setup/Teardown/Rehearsal 60.00 Hour

5 Table 10.00 Table/Event

6 Insurance Fee Actual Event

7 Deposit 500.00 Event

8 Cancellation

a. 31 Days or More Notice 25% of Rental Fee

b. 11-31 Days Notice 50% of Rental Fee Event

c. 10 Days or Less Notice Forfeit all Fees Event

9 Producers Associates Charges at Woodminster Amphitheater (These are included for information purposes only)

a. On-Site Staff Support for Performance - Up to Six Hours 100.00 Six Hours

b. On-Site Staff Support for Performance - Between Six and Twelve Hours 200.00 6-12 Hours

c. Light Board Operation 25.00 Hour

d. Concession Booth Use 50.00 Day

e. Deposit for Concession Booth Use 125.00 Day

f. Deposit for Telephone Use 35.00 Day

g. Technician for Hanging Lights 500.00 Performance

3 Other Facilities - Commercial Rates (Filming, Photography, Equipment Storage, etc.)

a. Outdoors (Parking Lots, Parks, Open Space Areas) Requires Film Commission Approval in Writing

1 Video Production/Photography/Non-Profit

a. Video Production 500.00 Day

2 Commercial Advertising Production 1,000.00 Day

3 Major Feature Production (Based Upon Type of Production) 1,500.00 Day

4 Student, PSA, Documentary 150.00 Day



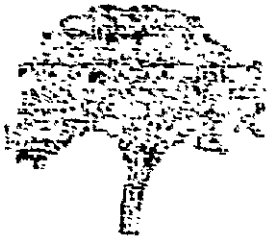
FEE DESCRIPTION		FEE	UNIT
C. RENTAL FACILITIES			
3	Other Facilities - Commercial Rates (Filming, Photography, Equipment Storage, etc.)		
a	Outdoors (Parking Lots, Parks, Open Space Areas) Requires Film Commission Approval in Writing		
5	Still Photography		
c	Low Impact Fashion/Product	50.00	Hour
b	Large Crew (>20), major props/fashion/product	500.00	Hour
6	Non-Profit Organization/Community Based Organizations	50% Discount	Daily Rates
b	Indoors (Buildings) (4-Hour Minimum Required for Every Day)	200.00	Hour
c	Deposit	500.00	Use
d	Cancellation		
1	31 Days or More Notice	Forfeit 1/2 Deposit	Use
2	11 - 30 Days Notice	Forfeit Deposit plus 1/2 Rental Fees	Use
3	10 Days or Less Notice	Forfeit all Fees	Event
D. SERVICE FEES			
1	Parking		
a	Lakeside Park - Saturday, Sunday, All Major Holidays, Special Events		
1	Cars	3.00	Entry
2	Buses	6.00	Entry
b	Joaquin Miller Park Special Events and Performance Dates		
1	Cars	4.00	Entry
2	Buses	7.00	Entry
2	Alcohol Permit		
a	Champagne, Beer, Wine	100.00	Use
b	Distilled	170.00	Use
3	Sound Permit		
a	Non-Amplified	25.00	Use
b	Amplified (Non-concert)	50.00	Use
c	Amplified (Concert or Related Event)	100.00	Use
4	Janitorial Service (Mandatory Set-up/Teardown)	150.00	Use
5	Damage to City Property	Actual Cost of Material and Labor at Stop	Occurrence
6	Entertainment Publications	Special Offers Per Advertiser Program, Activity or Event	Each



City of Oakland
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PARKS AND RECREATION

FEE DESCRIPTION	FEE	UNIT
D. SERVICE FEES		
7 Discount Coupon Books	Special Offers Per Advertised Program, Activity or Event	Each
8 Fund Raiser	200%	Fee
9 Security/Clean-up Fee	150.00	Field
10 Administrative Service Fee	75.00	Each Change
11 Hard Cost Fees		
a. Staffing for Custodian/Recreation Center/Rental	125.00	Staff/Event
b. Staffing for Security/Rangers	150.00	Staff/Event
c. Staffing for Overtime	75.00	Hour
12 Optional Audio Equipment		
a. Microphone Stand with Microphone	15.00	Day
13 Fireplace Usage Fee at Sequoia Lodge and Joaquin Miller Comm. Ctr.	25.00	Event
14 Linen Rentals (Table Cloths, Table Skirts, etc.)	Rates Vary By Product or Vendor	
E. EQUIPMENT RENTAL		
<i>Mobile Acoustical Stage (Premiere Snowmobile)</i>		
a. Rental Fee to Oakland Non-profit Groups	200.00	Day
b. Rental Fee to Others	1200.00	Day
c. Towing Service - Actual Charge by Towing Service (Estimate)	300.00	Use
F. FIELD RENTALS (GROUPS)		
1 Residents		
a. Youth	No Charge	
b. Field Rentals (Groups) Adult	30.00	Session
c. Private Schools / Organizations	15.00	Session
d. Youth with Lights (Practice)	15.00	Session
e. Adult with Lights (Practice)	30.00	Session
f. Tournaments (1 to 7 days)/Special Events/Related Activities - Youth / Youth Organizations*	35.00	Session
g. Tournaments/Special Events/Leagues/Related Activities - Adult*	60.00	Session
2 Nonresidents		
a. Youth	30.00	Session
b. Adults	30.00	Session
c. Private Schools / Organizations	30.00	Session
d. Youth with Lights	30.00	Session



City of Chautauque
Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION	FEE	UNIT
F. FIELD RENTALS (GROUPS)		
2 Nonresidents		
e. Adult with Lights	45.00	Session
f. Tournaments (1 to 7 days)/Special Events/Related Activities - Youth Organizations*	60.00	Session
g. Tournaments / Special Events/Leagues or Related Activities - Adults	100.00	Session
3 Additional Fees		
a. Field Preparation - Residents	30.00	Session
b. Field Preparation - Non-residents	40.00	Session
c. Holiday Surcharge (add to above rates)	15.00	Session
d. Scoreboard - Residents	25.00	Session
e. Scoreboard - Non-residents	35.00	Session
4 Deposit		
a. One-Time User (Security/Cleaning Fee/Vandalism)	150.00	Session
b. Frequent User (Security/Cleaning Fee/Vandalism)	500.00	Session
5 Cancellation Fee		
a. 10 Working Days or More Notice	50%	Rental Fee
b. Less than 10 Working Days Notice	100%	Rental Fee
G. COMMUNITY GARDEN		
1 Membership Fee	25.00	Person/Year

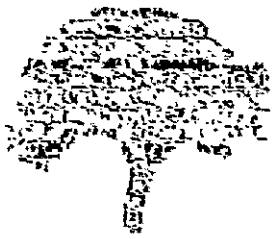
MALONGA CASQUELOURD CENTER

A. MAIN STAGE/THEATER

1 Base Rate		
a. Private, For-Profit Organization	600.00	Day
b. Nonprofit Organization	450.00	Day
2 Two Consecutive Days		
a. Private, For-Profit Organization	475.00	Day
b. Nonprofit Organization	350.00	Day
3 Three Consecutive Days		
a. Private, For-Profit Organization	400.00	Day
b. Nonprofit Organization	300.00	Day
4 Two or More Consecutive Weekends		
a. Private, For-Profit Organization	1,000.00	Weekend
b. Nonprofit Organization	750.00	Weekend
5 Rehearsals		
a. Non-profit Theatre Rental (4-Hour Minimum)	20.00	Hour
b. Technician (4-Hour Minimum)	20.00	Hour
c. Technician Overtime	30.00	Hour



FEE DESCRIPTION	FEE	UNIT
A. MAIN STAGE/THEATER		
5 Rehearsals		
d. Private, For-Profit Organization (4-Hour Minimum)	30.00	Hour
B. STUDIO A		
1 Private Special Event, 5 p.m.-1 a.m.	45.00	Hour
2 Private Class or Rehearsal	25.00	Hour
3 Nonprofit Class, Rehearsal, or Special Event, 5 p.m. - 10 p.m.	20.00	Hour
4 Private Special Event	450.00	Day
5 Private Class or Rehearsal	250.00	Day
6 Nonprofit Special Event	400.00	Day
7 Nonprofit Class or Rehearsal	200.00	Day
8 Private, For-Profit Organization	2,000.00	Week
9 Nonprofit Organization	1,500.00	Week
C. STUDIO B OR D		
1 Private, For-Profit Organization	15.00	Hour
2 Nonprofit Organization	10.00	Hour
3 Private, For-Profit Organization	150.00	Day
4 Nonprofit Organization	100.00	Day
5 Private, For-Profit Organization	700.00	Week
6 Nonprofit Organization	500.00	Week
D. STUDIO C		
1 Private Special Event, 5 p.m.-10 p.m.	40.00	Hour
2 Private Class or Rehearsal (4 hour maximum)	30.00	Hour
3 Nonprofit Special Event	300.00	Day
4 Nonprofit Class, Rehearsal or Special Event, 5 p.m.-10 p.m.	20.00	Hour
5 Private Class, Rehearsal, or Special Event	400.00	Day
6 Nonprofit Class or Rehearsal	150.00	Day
7 Private or Nonprofit Organization	1,000.00	Week
E. VENDOR FEE		
	15%	Gross Revenues
F. LOWER LEVEL STUDIOS		
1 Private Organization	45.00	Hour
2 Non-Profit Organization	25.00	Hour
G. RECORDING STUDIOS		
1 Private Organization (4-Hour Minimum)	40.00	Hour



FEE DESCRIPTION

FEE UNIT

G. RECORDING STUDIOS

2 Non-Profit Organization (4-Hour Minimum) 30.00 Hour

RECREATION SERVICES

A. AQUATICS

1 Boat Rental Rates Every Day 9 a.m. - 3:30 p.m. (Until 8 p.m. During the Summer)

a.	E-Tero	8.00	Boat/Hour
b.	Sun Fish	10.00	Boat/Hour
c.	Paddle Boat	8.00 or 10.00	Boat/ 1/2 Hour or Boat/Hour
d.	Canoe	8.00	Canoe/Hour
e.	Rowboat	8.00	Boat/Hour
f.	Group Organized Instructor (Canoes, Kayak, Rowboats)*	20.00	Group/Hour
g.	Whaleboat	25.00	Boat/Hour
h.	Capri	7.50	Boat/Hour
i.	Hobie Wave	12.00	Boat/Hour
j.	10' + Keelboat	90.00-155.00	Day
k.	Hobie 16'	15.00	Boat/Hour
l.	Discounts (May Not Be Used Simultaneously, or in Addition to Another)		
1	Senior Citizens and Disabled Persons	25%	Renta
2	Groups Renting 5 or More Boats Simultaneously	25%	Renta
m.	Kayak	10.00	Boat/Hour
n.	Laser	15.00	Boat/Hour
o.	Laser Certification Fee	25.00	One Time Fee
p.	Kayak Klub Pass Card (Good for 20 Uses)	70.00	Card (20 Uses)
q.	Sailboat: Club, Folkboat/Expanded	425.00/625.00	Year
2	Tour Boat Charters		
a.	Charter, Normal Schedule	30.00	1/2 Hour
b.	After Hours Charter	40.00	1/2 Hour
c.	Individual		
1	Children, Seniors Disabled	4.00	Person/Ride
2	Adult (Except for Seniors/Disabled)	5.00	Person/Ride
3	Boat Storage		
a.	Vertical Gang Storage		
1	Residents	12.00 or 65.00	Boat/Month or Boat/6 Months
2	Non-residents	15.00 or 81.00	Boat/Month or Boat/6 Months



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION		FEE	UNIT
A. AQUATICS			
3 Boat Storage			
a. Horizontal Gang Storage			
1	Residents	24.00 or 135.00	Boat/Month or Boat/6 Months
2	Non-residents	30.00 or 162.00	Boat/Month or Boat/6 Months
c. Garage Storage (Semi-private)			
1	Residents	50.00 or 280.00	Boat/Month or Boat/6 Months
2	Non-residents	60.00 or 320.00	Boat/Month or Boat/6 Months
4 Public Boat Launching Fees			
a. Drop-in			
		2.00	Boat/Day
b. Six-Month Permit			
		10.00	Permit
c. Twelve-Month Permit			
		20.00	Permit
5 Lake Sailing/Boating Instruction Classes			
a. Small Boat Basic/Introductory, Residents			
1	Adult (Except for Senior, Disabled)	110.00	Person/Course
2	Youth or Disabled Adult, Senior	80.00	Person/Course
3	Parent/Youth Sailing	100.00	Adult + (2) Child/Course
b. Small Boat Basic/Introductory, Nonresidents			
1	Adult (Except for Seniors, Disabled)	120.00	Person/Course
2	Youth, Seniors, Disabled	90.00	Person/Course
c. Mariner Day Camps			
1	Residents	145.00	Person/Session
2	Residents- Mariner Day Camp @ Estuary, Residents	175.00	Person/Session
3	Non-residents	155.00	Person/Session
4	Non-residents- Mariner Day Camp @ Estuary, Non-residents	185.00	Person/Session
c. Private Lessons			
		25.00	Person/tour
e. Semi-private Lessons			
		18.00	Person/tour
f. Discount for Groups of 10 Students or More Registering at the Same Time			
		10%	Group
g. Cancellation Fee			
		10.00	Person/Course
h. Open Water Sailing/Boating			
1	Advanced Small Boat, Residents	125.00	Person/Class
2	ASA Basic Courses		
a.	ASA Basic Keelboat	345.00	Person/Class
b.	ASA Basic Coastal Cruising	445.00	Person/Class



City of Oakland
Master Fee Schedule
Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION

FEE UNIT

A. AQUATICS

5 Lake Sailing/Boating Instruction Classes

h. Open Water Sailing/Boating

2 ASA Basic Courses

c. Learn to Sail - 3 Weekends

695.00 Person/Class

d. Bay Skills Week, M-F

595.00 Person/Class

3 ASA Charter Courses

a. Coastal Navigation

245.00 Person/Class

b. Bare Boat Charter

585.00 Person/Class

c. Cruising Multi-Hull

695.00 Person/Class

d. Cruising Multi-Hull Upgrade

495.00 Person/Class

e. Charter Preparation Package

1195.00 Person/Course

4 Spinnaker Sailing

a. Spinnaker @ Estuary

95.00 Person/Class

b. Spinnaker @ Bay

195.00 Person/Class

c. Spinnaker @ Ocean

295.00 Person/Class

5 ASA Coastal/Ocean

a. Radar

225.00 Person/Class

b. Advanced Coastal Cruising

795.00 Person/Class

c. Celestial Navigation

225.00 Person/Class

d. Ocean Passage Making

2495.00 Person/Class

i. Boating Professional

1 ASA Sailing Instructor

a. Basic Keelboat Instructor

225.00 Person/Class

b. Basic Coastal Instructor

125.00 Person/Class

c. Coastal Navigation Instructor

50.00 Person/Class

d. Bare Boat Charter Instructor

125.00 Person/Class

e. Cruising Multi-Hull Instructor

300.00 Person/Class

f. Advanced Coastal Instructor

225.00 Person/Class

g. Celestial Navigation Instructor

50.00 Person/Class

h. Offshore Passage Instructor

Inquire Person/Class

2 ASA Small Boat Instructor

a. Basic Small Boat Instructor

200.00 Person/Class

b. Advanced Small Boat Instructor

175.00 Person/Class

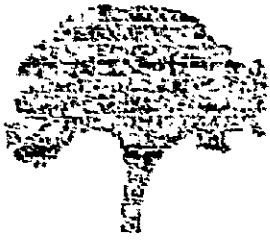
c. Trailerable Multi-Hull instructor

225.00 Person/Class

3 USCG Captain's License

a. 6 Passenger 10G, 10n

705.00 Person/Class



FEE DESCRIPTION

FEE UNIT

A. AQUATICS

5 Lake Sailing/Boating Instruction Classes

i. Boating Professional			
3 USCG Captain's License			
b. 100-200 Ton Upgrade	175.00	Person/Class	
c. Rules of the Road	175.00	Person/Class	
d. 200- License Prep to 1600	995.00	Person/Class	
e. Radar License	600.00	Person/Class	
f. FCC License	50.00	Person/Class	
g. Able Body Seaman	600.00	Person/Class	
h. AB Survival Craft	175.00	Person/Class	
i. Ham Radio	275.00	Person/Class	
j. Lecture Series			
1 Sailing Lecture Series	295.00	Person/Series	
2 Power Lecture Series	295.00	Person/Series	
3 Marine Professional	295.00	Person/Series	
k. Sailing Intc Science	10.00	Person/Day	

6 Swimming Pools

a. General Admission			
1 Individual (Under 18 Years)	1.00	Person/Entry	
2 Senior	2.25	Person/Entry	
3 Adult (Except for Seniors)	3.00	Person/Entry	
4 Summer Pass Youth	45.00	Pass	
b. Pool Reservation			
1 Private Use (Residents)	60.00	Hour	
2 Private Use (Non-Residents)	80.00	Hour	
3 Non Profit Group	25.00	Hour	
4 Deposit	100.00	Use	
5 Lifeguard (10 or fewer patrons)	Included in rental		
6 Lifeguards add one lifeguard for each 10 patrons above 40	15.00	Hour/Each Add'l Guard	
c. Adult Lap Swim			
1 Adult (Except for Seniors)	3.00	Person/Entry	
2 Senior	2.25	Person/Entry	
3 10 Swim Pass Book - Adult	27.50	Pass Book	
4 10 Swim Pass Book Senior/Disabled	17.50	Pass Book	



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION

FEE UNIT

A. AQUATICS

6 Swimming Pools

c. Adult Lap Swim

5 Monthly Lap Pass - Individual 75.00 Pass

6 Monthly Lap Pass - Seniors or Disabled 60.00 Pass

d. Senior or Disabled Lap Swim 1.00 Person/Entry

7 Swimming Instruction Classes

a. Regular

1 Adult- Oakland Resident Fee 45.00 Person/Course

2 Adult- Non-resident Fee 50.00 Person/Course

3 Youth- Oakland Resident Fee 25.00 Person/Course

4 Youth- Non-resident Fee 35.00 Person/Course

5 Parent/Tot (2.5 - 6 Years)- Oakland Resident Fee 30.00 Person/Course

6 Parent/Tot (2.5 - 6 Years)- Non-resident Fee 40.00 Person/Course

7 Parent/Infant (6 months - 2.5 Years)- Oakland Resident Fee 30.00 Person/Course

8 Parent/Infant (6 months - 2.5 Years)- Non-resident Fee 40.00 Person/Course

9 Adapted Swimming 6.00 Person/Course

10 Semi-private Instruction (2 or More)- Oakland Resident Fee 30.00 Person/Course

11 Semi-private Instruction (2 or More)- Non-resident Fee 40.00 Person/Course

12 Private Instruction (Space Permitting)- Oakland Resident Fee 25.00 Person/ 1/2 Hour

13 Private Instruction (Space Permitting)- Non-Resident Fee 35.00 Person/ 1/2 Hour

14 Junior Lifeguard Camp

a. Residents 50.00 Person/Course

b. Non-Residents 60.00 Person/Course

15 Junior Lifeguard Program 25.00 Person/Course

16 Youth Swim Team 25.00 Person/Course

b. Special Instruction

1 Health and Safety Courses 40.00-300.00 Person/Course

2 Water Exercise

a. Residents 3.00 Person/Course

b. Non-Residents 3.50 Person/Course

c. Senior or Disabled 2.25 Person/Course

8 Administrative Fees

a. Transfer Fee 10.00 Person

b. Refund Processing Fee 10.00 Person



City of Oakland
Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION

FEE UNIT

B. CAMPS

1	Recreation (*Center) Day Camps	25.00 - 200.00	Person/5 Days
a.	Overnight Backpacking Camps	20.00 - 125.00	Person/Days
2	<i>Feather River Camp Fees are included for information only. They are charged directly by service provider and not by the City of Oakland. @ Kamp Kidd and Camp Sierra (Under 12 Years Old)</i>		
	All Participants		
1	Basic Fee	385.00	Person/Week
b.	Camp Amador! And Camp Crescendo	400.00	Person
c.	Reservation Cancellation		
1	More than 30 Days Notice	50.00	Cancellation
2	Less than 30 Days Notice	25.00	Cancellation
d.	Teen LEAP	470.00	Person
3	Family Camps		
a.	Residents - Regular (Lodging and Meals)		
1	Adult (20+)	47.00	Person/Day
2	Teen (12 -19 Yrs)	42.00	Person/Day
3	School-aged (6-11 Years)	37.00	Person/Day
4	Pre-School (2-5 Years)	32.00	Person/Day
5	Infant (under 2)	No Charge	
6	Weekly Rate - Chartered Bus Travel	175.00	Person/Week
b.	Non-residents - Regular (Lodging and Meals)		
1	Adult (20+)	52.00	Person/Day
2	Teen (12-19 Yrs)	47.00	Person/Day
3	School aged (6-11 Years)	42.00	Person/Day
4	Pre-School (2-5 Years)	37.00	Person/Day
5	Infant (under 2)	No Charge	
c.	Residents/Non-residents - Transient (Lodging and Meals)		
1	Adult (20+)	57.00	Person/Day
2	Teen (12 -19 Yrs)	52.00	Person/Day
3	School-aged (6-11 Years)	47.00	Person/Day
4	Pre-School (2-5 Years)	42.00	Person/Day
5	Infant (under 2)	No Charge	
d.	Electricity Surcharge	5.00	Cabin/Day
e.	Additional Miscellaneous Rates		
1	Staff Spouse/Dependent Meal Charge	6.00	Person/Meal
2	Wrangler Meal Charge	7.00	Person/Meal



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION

FEE UNIT

B. CAMPS

3 Family Camps

e. Additional Miscellaneous Rates

3	Oakland Parks and Recreation Group (Lodging and Meals)	15.00	Person/Day
4	Transient Meals without Lodging		
a.	Breakfast	5.00	Person/Meal
b.	Lunch	5.00	Person/Meal
c.	Dinner	5.00	Person/Meal

f. Off-Season (Lodging Only)

1	Individual (16 Years and Over)	10.00	Person/Day
2	Individual (3 - 15 Years Old)	10.00	Person/Day

g. Ropes Course

1	Regular	20.00 or 10.00	Family or Person
2	Off-Season (20 Person Minimum)	400.00	Group

n. Reservation Cancellation

1	21 Days or Less Notice	One-day Fee +\$3.00	Cancellation
2	22 Days or More Notice	5.00	Cancellation

4 Youth Resident Camps

a.	Arts Camp (Includes Transportation)	180.00	Person
b.	Sport Camp (Includes Transportation)	210.00	Person
c.	Teen Adventure Camp (Includes Transportation)	210.00	Person
d.	Reservation Cancellation		
1	30 Days or Less Notice	50.00	Cancellation
2	31 Days or More Notice	25.00	Cancellation

C. CLASSES/PROGRAMS/SPECIAL EVENTS

1 Cultural Arts Classes - Studio One

a.	Residents	6.00	Week/Class
b.	Non-residents	6.25	Week/Class
c.	Senior Citizens or Disabled	3.00	Week/Class
d.	Teens	3.00	Week/Class

2 Recreation/Community Center Cultural Classes/OPR Citywide Special Events

a. Rate vary, refer to Seasonal Brochure

3 Recreational Adult Programs/Classes - Enterprise Facilities

5.00-100.00 Class

4 Cancellation Charge

a.	31 days or More Notice	25%	Program/Class Fee
b.	11-30 Days Notice	50%	Program/Class Fee
c.	10 Days or Less Notice	100%	Program/Class Fee



FEE DESCRIPTION

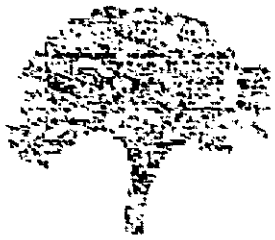
FEE UNIT

C. CLASSES/PROGRAMS/SPECIAL EVENTS

4	Cancellation Charge		
d.	Trips & Tours	Cancellation fees vary per event	Event
5	Discount for Disabled Person	10%	Standard Fee
6	Online Registration Convenience Fee (For Credit Use)	0.50	Transaction
7	Cancellation-Trips and Tours		
a.	3+ days or More Notice	Cancellation fees vary per event	Event
b.	11-30 Days Notice	Cancellation fees vary per event	Event
c.	10 Days or Less Notice	Cancellation fees vary per event	Event

D. TENNIS

1	Court Reservations		
a.	Davies Tennis Stadium		
1	Monday - Friday	5.00	Court/Hour
2	Weekends, Evenings, and Monday- Friday 12 p.m. - 2 p.m	6.00	Court/Hour
3	Reservation Fee	1.00	Court
4	Senior Citizen, Monday - Friday	4.00	Court/Hour
5	Senior Citizen, Weekend, Evenings, and Monday - Friday 12 Noon - 2 p.m.	5.00	Court/Hour
6	Special Use of Club House for Leagues/Tournaments/Related Activities/Special Use	75.00	Two Hour Sessions
7	Private Tennis Lessons		
a	30 Minutes	20.00 - 35.00	Person/Session
b	Hour - Individual	35.00 - 60.00	Session
B	Private Lessons - Hour - Group Lessons	8.00 - 35.00	Person/Session
a.	A1. Other Tennis Courts		
1	All other Tennis Courts - Everyday	5.00	Court/Hour
2	Special Use /Leagues/Tournament Rentals	30.00	Rental Plus Court Fee
c	Equipment Rental & Tennis Sales Tennis Racquets/Balls/Towels/Basket/Hilling Machine/Souvenirs	1.00 - 200.00	Use
d	Parking Pass	1.00 - 300.00	Month



FEE DESCRIPTION		FEE	UNIT
E. GOLF			
1 Chabot Golf Course General Admission			
a Standard Eighteen-Hole Course (* A \$1.00 Green Fee is Collected for a Bucket of Range Balls Which is Provided to Golfer)			
1 Monday - Friday, Before 3:00 p.m.			
a. Resident	22.00	Person/Round	
b. Non-Resident (Monday-Thursday Only)	26.00	Person/Round	
2 Monday - Friday, After 3 p.m.			
a. Resident	15.00	Person/Round	
b. Non-Resident (Monday-Thursday Only)	18.00	Person/Round	
3 Monday-Friday, Senior (Over 60)			
a. Resident	17.00	Person/Round	
b. Non-Resident (Monday-Thursday Only)	17.00	Person/Round	
4 Monday-Friday, After 1 pm, Resident Youth (Under 19 Years)			
	4.00	Person/Round	
5 Saturday, Sunday or Holiday, After 3:00 pm			
a. Resident	20.00	Person/Round	
b. Non-Resident (Including Fridays)	30.00	Person/Round	
6 Saturday, Sunday or Holiday, Before 3:00 pm			
a. Resident	30.00	Person/Round	
b. Non-Resident (Including Fridays)	37.00	Person/Round	
b. Nine-Hole Course			
1 Adult (Any Day, Including Holidays)			
	6.00	Person/Round	
2 Youth (Under 19 Years)			
	4.00	Person/Round	
2 Chabot Golf Course Miscellaneous (These fees included for information only)			
a. Golf Carts			
1 Monday-Friday			
	22.00	Cart/Round	
2 Saturday, Sunday or Holiday			
	22.00	Cart/Round	
3 Single Rider			
	12.00	Person/Round	
4 Senior (Over 60)			
	18.00	Person/Round	
5 Senior, Single Rider			
	9.00	Person/Round	
b. Driving Range			
Bucket of Balls			
a. Regular	3.00	Bucket	
b. Large	5.00	Bucket	
3 Montclair Golf Course General Admission (These fees are included for information only)			
a. Pick & Pull - 9-Holes			
1 Monday - Friday			
	3.00	Person	
2 Saturday, Sunday and Holidays			
	4.00	Person	



FEE DESCRIPTION

FEE UNIT

E. GOLF

3 Montclair Golf Course General Admission (These fees are included for information only)

b. Driving Range - Bucket of Balls

1	Small	3.00	Bucket
2	Medium	4.00	Bucket
3	Large	5.00	Bucket
4	Range Ticket	Buy 5 Buckets, Get One Free	

F. METROPOLITAN GOLF

4 Resident

a. Monday - Thursday

1	9 Holes without cart	16.00	Cart
2	9 Holes with cart	26.00	Cart
3	18 Holes 'Daytime' without cart	28.00	Cart
4	18 Holes 'Daytime' with cart	42.00	Cart
5	18 Holes 'Twilight' without cart (Twilight begins at 1:00 p.m. during non daylight savings time (PST) and at 2:00 p.m. during daylight savings time (DST).)	21.00	Cart
6	18 Holes 'Twilight' with cart	31.00	Cart
7	18 Holes 'Super Twilight' without cart (Super Twilight begins at 3:00 p.m. during non daylight savings time (PST) and at 5:00 p.m. during daylight savings time (DST).)	19.00	Cart
8	18 Holes 'Super Twilight' with cart	29.00	Cart
9	18 Holes Junior (age 18 and under; without cart)	15.00	Cart
10	18 Holes Junior (age 18 and under; with cart)	25.00	Cart
11	18 Holes Senior (age 62 and over) cart included	35.00	Cart

b. Friday

1	9 Holes without cart	16.00	Cart
2	9 Holes with cart	26.00	Cart
3	18 Holes 'Daytime' without cart	50.00	Cart
4	18 Holes 'Daytime' with cart	64.00	Cart
5	18 Holes 'Twilight' without cart (Twilight begins at 1:00 p.m. during non daylight savings time (PST) and at 3:00 p.m. during daylight savings time (DST).)	29.00	Cart
6	18 Holes 'Twilight' with cart	39.00	Cart
7	18 Holes 'Super Twilight' without cart (Super Twilight begins at 3:00 p.m. during non daylight savings time (PST) and at 5:00 p.m. during daylight savings time (DST).)	27.00	Cart
8	18 Holes 'Super Twilight' with cart	37.00	Cart
9	18 Holes Junior (age 18 and under; without cart)	15.00	Cart



City of Chula Vista
 Master Fee Schedule
 Effective July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION **FEE UNIT**

F. METROPOLITAN GOLF

4 Resident

b. Friday

10	18 Holes Junior (age 18 and under) with cart	25.00	Cart
11	18 Holes Senior (age 62 and over) cart included	35.00	Cart
12	18 Holes 'Before 10:00 a.m. Special' without cart	28.00	Cart
13	18 Holes 'Before 10:00 a.m. Special' with cart	42.00	Cart

c. Weekends/Holidays

1	9 Holes without cart	29.00	Cart
2	9 Holes with cart	39.00	Cart
3	18 Holes 'Daytime' without cart	60.00	Cart
4	18 Holes 'Daytime' with cart	74.00	Cart
5	18 Holes 'Twilight' without cart (Twilight begins at 1:00 p.m. during non daylight savings time (PST) and at 3:00 p.m. during daylight savings time (DST).)	29.00	Cart
6	18 Holes 'Twilight' with cart	39.00	Cart
7	18 Holes 'Super Twilight' without cart (Super Twilight begins at 3:00 p.m. during non daylight savings time (PST) and at 5:00 p.m. during daylight savings time (DST).)	27.00	Cart
8	18 Holes 'Super Twilight' with cart	37.00	Cart
9	18 Holes Junior (age 18 and under) without cart	20.00	Cart
10	18 Holes Junior (age 18 and under) with cart	40.00	Cart
11	18 Holes 'First hour of tee times Special' without cart	55.00	Cart
12	18 Holes 'First hour of tee times Special' with cart	69.00	Cart

5 Non-Resident

a. Monday - Thursday

1	9 Holes without cart	21.00	Cart
2	9 Holes with cart	31.00	Cart
3	18 Holes 'Daytime' without cart	36.00	Cart
4	18 Holes 'Daytime' with cart	52.00	Cart
5	18 Holes 'Twilight' without cart (Twilight begins at 1:00 p.m. during non daylight savings time (PST) and at 3:00 p.m. during daylight savings time (DST).)	27.00	Cart
6	18 Holes 'Twilight' with cart	37.00	Cart
7	18 Holes 'Super Twilight' without cart (Super Twilight begins at 3:00 p.m. during non daylight savings time (PST) and at 5:00 p.m. during daylight savings time (DST).)	22.00	Cart
8	18 Holes 'Super Twilight' with cart	32.00	Cart
9	18 Holes Junior (age 18 and under) without cart	15.00	Cart
10	18 Holes Junior (age 18 and under) with cart	25.00	Cart



City of Ocala
 Master Fee Schedule
 Effective: July 1, 2005

PARKS AND RECREATION

FEE DESCRIPTION **FEE UNIT**

F. METROPOLITAN GOLF

5 *Non-Resident*

a. *Monday - Thursday*

11 18 Holes Senior (age 62 and over) cart included 35.00 Cart

b. *Friday*

1 9 Holes without cart 21.00 Cart

2 9 Holes with cart 31.00 Cart

3 18 Holes 'Daytime' without cart 50.00 Cart

4 18 Holes 'Daytime' with cart 64.50 Cart

5 18 Holes 'Twilight' without cart (Twilight begins at 1:00 p.m. during non daylight savings time (PST) and at 3:00 p.m. during daylight savings time (DST).) 37.00 Cart

6 18 Holes 'Twilight' with cart 47.00 Cart

7 18 Holes ' Super Twilight' without cart (Super Twilight begins at 3:00 p.m during non daylight savings time (PST) and at 5:00 p.m. during daylight savings time (DST).) 32.00 Cart

8 18 Holes ' Super Twilight' with cart 42.00 Cart

9 18 Holes Junior (age 18 and under) without cart 15.00 Cart

10 18 Holes Junior (age 18 and under) with cart 25.00 Cart

11 18 Holes Senior (age 62 and over) cart included 35.00 Cart

c. *Weekends/Holidays*

1 9 Holes without cart 32.00 Cart

2 9 Holes with cart 42.00 Cart

3 18 Holes 'Daytime' without cart 60.00 Cart

4 18 Holes 'Daytime' with cart 74.00 Cart

5 18 Holes 'Twilight' without cart (Twilight begins at 1:00 p.m during non daylight savings time (PST) and at 3:00 p.m. during daylight savings time (DST).) 37.00 Cart

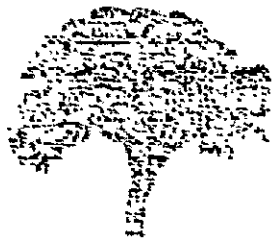
6 18 Holes 'Twilight' with cart 47.00 Cart

7 18 Holes ' Super Twilight' without cart (Super Twilight begins at 3:00 p.m during non daylight savings time (PST) and at 5:00 p.m. during daylight savings time (DST).) 32.00 Cart

8 18 Holes ' Super Twilight' with cart 42.00 Cart

9 18 Holes Junior (age 18 and under) without cart 20.00 Cart

10 18 Holes Junior (age 18 and under) with cart 40.00 Cart



City of Oakland
Master Fee Schedule
Effective July 1, 2005

HUMAN SERVICES

FEE DESCRIPTION	FEE	UNIT
A. MULTIPURPOSE SENIOR CENTERS		
1 Multipurpose Room	125.00	Hour
2 Multipurpose Room with Kitchen	145.00	Hour
3 One-half Multipurpose Room	65.00	Hour
4 One-half Multipurpose Room with Kitchen	85.00	Hour
5 One Meeting Room	45.00	Hour
6 One Meeting Room with Kitchen	65.00	Hour
7 Two Meeting Rooms	85.00	Hour
8 Two Meeting Rooms with Kitchen	95.00	Hour
9 Three Meeting Rooms	110.00	Hour
10 Three Meeting Rooms with Kitchen	125.00	Hour
11 Member Rental Rate	65.00	Hour
12 Member Rental Rate with Kitchen	85.00	Hour
13 Security Damage and Cleaning Deposit	375.00	Event
14 Mandatory Set-Up Take-Down Fee	125.00	Event
15 Membership Qualification Fee: Age 55 + Minimum 6 Months Participation; Must be Senior-oriented Event for Member Rate	12.00	Year
B. OAKLAND FUND FOR CHILDREN AND YOUTH PLANNING AND OVERSIGHT COMMITTEE		
1 Agenda Packet Subscription	18.84	Year



FEE DESCRIPTION

FEE UNIT

**ADMINISTRATION
 FISCAL SERVICES**

A. FINANCE CHARGE FOR DELINQUENT ACCOUNTS

1.50% Unpaid
 Balance/Month

GENERAL

**A. DUPLICATION OF ANY DOCUMENT NOT SPECIFICALLY DESCRIBED IN
 MASTER FEE SCHEDULE**

1 Documents Routinely Produced in Multiple Copies for Distribution Such as
 Meeting Agendas and Related Materials.

a. Twenty (20) or Fewer Pages

No Charge

b. Twenty-one (21) or More Pages

0.01 Page

2 Documents Not Routinely Produced in Multiple Copies for Distribution

0.05 Page

3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a
 Commercial Copier for Direct Billing to the Requester

Market Rate

DESIGN & CONSTRUCTION

CONTRACT ADMINISTRATION

A. CITY OF OAKLAND STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION

1 Book

15.00 Each

2 Mailing Surcharge

4.00 Mailing

**B. PREPARATION OF A WARRANT TO CORRECT A LABOR VIOLATION
 COMMITTED BY A CONTRACTOR PERFORMING WORK FOR THE CITY**

75.00 Warrant

C. SERVICE FEE FOR MANUAL AND DIRECTORIES

1 Minority, Disadvantaged and Women Construction Contractors and
 Subcontractors

15.00 Directory

2 Minority, Disadvantaged and Women Professional Service Consultants

15.00 Directory

3 Surcharge for Mailing

3.00 Directory

4 Request for Proposals

a. Proposal

10.00 Proposal

b. Mailing Fee

1.50 Proposal

**D. SERVICE FEE FOR PLANS AND SPECIFICATIONS FOR PUBLIC WORKS
 CONSTRUCTION**

1 Full Size Plans

a. 9 Sheets or Less

12.00 Set

b. 10 to 20 Sheets

16.00 Set

c. 21 and Over

Actual Cost

2 Mailing Charges

a. 9 Sheets or Less of Plans

5.00 Mailing

b. 10 or More Sheets of Plans

9.00 Mailing



FEE DESCRIPTION	FEE	UNIT
E. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 1994 EDITION		
1 Green Book	35.00	Each
2 Modifications to Green Book by City of Oakland	10.00	Each
3 Mailing	10.00	Mailing
ENGINEERING PLANNING & DESIGN		
A. ENGINEERING REVIEW	111.60	Hour
B. SEWER MITIGATION FEE		Per Engineering Review Finding
PROJECT DELIVERY		
A. MATERIALS TESTING SERVICE	100.00	Hour
B. STREET FURNITURE		
1 Advertising permits for bus shelters and kiosks (one-time fee)	375.00	Location
2 Advertising permit appeal fee	100.00	Appeal
RIGHT OF WAY MANAGEMENT		
A. INSPECTION FOR ISSUANCE OF A PERMIT AS REQUIRED BY OAKLAND MUNICIPAL CODE SECTION 13.08, BUILDING SERVICES AND BUILDING SEWER CONNECTIONS		
1 Sewer Repair, Extension or Replacement	276.00	Inspection
2 Sewers, New Building Connection	759.00	Inspection
3 Sewer or Septic Tank Abandonment	227.70	Inspection
4 Sewer, Common Private		
a. During Normal Working Hours	524.40	Parcel
b. Not During Normal Operating Hours	6.90	Linear Foot
B. EXCAVATION PERMIT		
1 Permit (Includes 2 Hours of Inspection)	300.00	Permit
2 Additional Inspection Hours		
a. Normal Operating Hours	104.10	Hour
b. Not During Normal Operating Hours	156.15	Hour
3 Street Obstruction Fee	1.04	25 L./Ft. Section
4 City-Performed Repairs Mandatory per OMC 12.12 et. Al		
a. Repair Cost	Actual Cost	Repair
b. Collection Surcharge	2.04%	Repair
c. Administrative Fee	1,300.00	Repair
C. EXCAVATION PERMIT (UTILITY COMPANIES ONLY)		
1 Permit		No Fee



City of Oakland
Master Fee Schedule
Effective: July 1, 2005

PUBLIC WORKS

FEE DESCRIPTION	FEE	UNIT
C. EXCAVATION PERMIT (UTILITY COMPANIES ONLY)		
2 Inspection for Excavation Permit	104.10	Hour
a. Normal Operating Hours	156.15	Hour
b. Outside Operating Hours	6.20	25 Lin/Ft. Per Day
3 Street Obstruction Fee		
D. COMMENCING WORK FOR WHICH A PERMIT, IN ACCORDANCE WITH OAKLAND MUNICIPAL CODE SECTIONS 12.04.110, 12.32, 13.08.040, AND 12.12 ET. AL IS REQUIRED WITHOUT FIRST HAVING OBTAINED A PERMIT		
1 Contractor use of unmarked vehicles to evade Oakland Municipal Code 12.12 et. Al. requirement to notify the City's dept. of Public Works for inspection.	Double All Fees	Instance
2 Failure to inform the of City the names and locations of all subcontractors employed by you when working in the City Right-Of-Way per Oakland Municipal Code 12.12 et. al.	Double All Fees	Instance
E. URBAN RUNOFF CLEAN WATER PROGRAM (URCWP) ABATEMENT		
1 Administrative Fee	125.00	Abatement
2 Collection Surcharge	1.70%	Abatement
F. SEWER ABATEMENT		
1 Voluntary	Actual Cost	
a. Construction Contract	10%	Year
b. Interest on the Unpaid Balance	5%	Year
c. Interest on the Unpaid Balance, Low Income Loan Program	525.00	Abatement
d. Administrative Fee		
2 Mandatory	Actual Cost	
a. Construction Contract	1.70%	Abatement
b. Collection Surcharge	1,300.00	Abatement
c. Administrative Fee	160.00	Inspection
G. SEWER TAP INSPECTIONS		
TRANSPORTATION SERVICES		
A. OFF-STREET PARKING FACILITIES		
1 Franklin Parking Plaza		
a. Basic Fees	2.25	Space/Hour
1 Hourly Parking for First Two Hours (Automobiles) MAX.	3.00	Space/Hour
2 Hourly Parking Past Two Hours (Automobiles) MAX.	14.00	Space/Day
3 Daily Maximum (Automobiles) MAX	180.00	Space/Month
4 Monthly Parking (Reserved) MAX	160.00	Space/Month
5 Monthly Parking (Unreserved) MAX	120.00	Space/Month
6 Roof Top Special Monthly Max	8.00	Space/Day
7 Roof Top Special Daily MAX		



FEE DESCRIPTION

TEE UNIT

A. OFF-STREET PARKING FACILITIES

1 Franklin Parking Plaza

a. Basic Fees

6	Early Bird: in by 9:30 am MAX	10.00	Space/Day
9	Flat Rate After 4:00 pm to Closing Time MAX	4.00	Space
10	Overnight Parking (Close to Open) Max	4.50	Space
11	Special Event Parking (MAX)	10.00	Space
12	Valet MAX	3.00	Vehicle/Hour
13	Motorcycles Daily MAX	7.00	Space/Day
14	Bicycles	Free	

Special Fees

15	Vanpool Parking (7-10 Passengers)	40.00	Space/Month
		2.25	Space/Hour

b. Validations

c. Special Fees

1	Lost Ticket	14.00	Ticket
2	Card Deposit	14.00	Card
3	Replacement Card	12.00	Card
4	Penalty for Monthly Parking Paid After the 7th of the Month	10.00	Card

d. Special Event Parking

7.00 Space

2 Clay Street Garage

a. Basic Fees

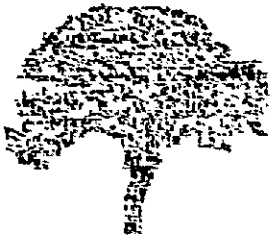
1	Hourly Parking for First Two Hours (Automobiles) MAX	2.25	Space/Hour
2	Hourly Parking for Past Two Hours (Automobiles) MAX	3.30	Space/Hour
3	Daily (Automobiles) MAX	14.00	Space/Day
4	Monthly Parking (Reserved) MAX	180.00	Space/Month
5	Monthly Parking (Unreserved) MAX	160.00	Space/Month
6	Flat Rate After 4:00 pm. to Closing Time MAX	6.00	Space
7	Overnight Parking (Close to Open) MAX	6.00	Space/Night
8	Motorcycles Daily MAX	6.00	Space/Day
9	Special Event MAX	0.00	Space
10	Valet MAX	3.00	Vehicle/Hour
11	Bicycles	Free	

b. Validations

2.25 Space/Hour

c. Special Fees

1	Lost Ticket	14.00	Ticket
2	Card Deposit	12.00	Card



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

PUBLIC WORKS

FEE DESCRIPTION

FEE UNIT

A. OFF-STREET PARKING FACILITIES

2 Clay Street Garage

c. Special Fees

3 Replacement Card

12.00 Card

4 Penalty for Monthly Parking Paid After the 7th of the Month

10.00 Card

3 Pacific Renaissance Plaza Garage

a. Basic Fees

1 Hourly Parking for First Two Hours (Automobiles) MAX

1.25 Space/Hour

2 Hourly Parking Past Two Hours (Automobiles) MAX

1.25 Space/Hour

3 Daily (Automobiles) MAX

14.00 Space/Day

4 Monthly Parking (Reserved) Monday through Sunday MAX

82.00 Space/Month

5 Monthly Parking (Unreserved) Monday through Friday MAX

180.00 Space/Month

6 Flat Rate After 4:00 pm to Closing Time MAX

6.00 Space

7 Overnight Parking (Close to Open) MAX

6.00 Space/Night

8 Special Event MAX

10.00 Space

9 Valet MAX

3.00 Vehicle/Hour

10 Motorcycles Daily MAX

2.00 Space/Day

11 Bicycles

Free

b. Validations

1.25 Space/Hour

c. Special Fees

1 Lost Ticket

14.00 Ticket

2 Card Deposit

12.00 Card

3 Replacement Card

12.00 Card

4 Penalty for Monthly Parking Paid After the 7th of the Month

10.00 Card

4 Datzel Garage

a. Basic Fees

1 Hourly Parking for First Two Hours (Automobiles) MAX

2.25 Space/Hour

2 Hourly Parking Past Two Hours (Automobiles) MAX

3.00 Space/Hour

3 Daily (Automobiles) MAX

14.00 Space/Day

4 Overnight Parking (Close to Open)

4.00 Night

5 Monthly Parking (Reserved) MAX

180.00 Space/Month

6 Monthly Parking (Unreserved) MAX

180.00 Space/Month

7 Motorcycles Daily MAX

8.00 Space/Day

8 Bicycles

Free

b. Validations

2.25 Space/In Hour



City of Oakland
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PUBLIC WORKS

FEE DESCRIPTION

FEE UNIT

A. OFF-STREET PARKING FACILITIES

4 Dalziel Garage

c. Special Fees

- Lost Ticket 14.00 Ticket
- 2 Card Deposit 12.00 Card
- 3 Replacement Card 12.00 Card
- 4 Penalty for Monthly Parking Paid After the 7th of the Month 10.00 Card

5 Medical Hill Site No. 1 (Medical Hill Garage)

a. Basic Fees

- 1 Hourly Parking (Automobiles) 1.00 Space/Half Hour
- 2 Daily Maximum (Automobiles) 9.00 Space/Day
- 3 Monthly Parking
 - a. Assessment District Employee 35.00 Space/Month
 - b. Medical Center Employees 50.00 Space/Month
 - c. General Public 60.00 Space/Month
- 4 Motorcycles 3.00 Space/Day
- 5 Bicycles Free

b. Validations

1.00 Space/Half Hour

c. Hospital Validation

No Charge
First Two Hours

d. Special Fees

- 1 Lost Ticket 9.00 Ticket
- 2 Replacement Card 10.00 Card
- 3 Penalty for Monthly Parking Paid After the 7th of the Month 5.00 Card

6 Telegraph Parking Plaza

a. Basic Fees

- 1 Hourly Parking for First Two Hours (Automobiles) MAX 1.25 Space/Hour
- 2 Hourly Parking Past Two Hours (Automobiles) MAX 2.00 Space/Hour
- 3 Daily Maximum (Automobiles) MAX 7.00 Space/Day
- 4 Monthly Parking (Reserved) MAX 100.00 Space/Month
- 5 Monthly Parking (Unreserved) MAX 80.00 Space/Month
- 6 Roof Top Special Monthly MAX 70.00 Space/Month
- 7 Roof Top Special Daily MAX 6.00 Space/Day
- 8 Early Bird in by 9:30 am MAX 6.00 Space/Day
- 9 Flat Rate After 4:00 pm till Closing Time MAX 4.00 Space
- 10 Overnight Parking (Close to Open) MAX 4.00 Space/Night
- 11 Special Event Parking MAX 2.00 Vehicle/Hour



FEE DESCRIPTION

FEE UNIT

A. OFF-STREET PARKING FACILITIES

6 Telegraph Parking Plaza

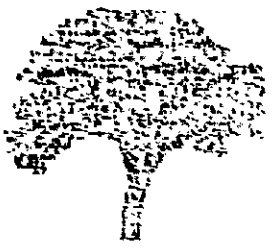
a. Basic Fees		
12 Valet MAX	6.00	Space/Day
13 Motorcycles Daily MAX	6.00	Space/Day
14 Bicycles	Free	
b. Validations	1.25	Space/hour
c. Special Fees	7.00	Ticket
1 Lost Ticket	12.00	Card
2 Card Deposit	12.00	Card
3 Replacement Card	10.00	Card
4 Penalty for Monthly Parking Paid After the 7th of the Month	7.00	Space
d. Special Event Parking		

7 Wiley Manuel Parking Lot (formerly called Hall of Justice Municipal)

a. Basic Fees		
1 Hourly Parking for First Two Hours (Automobiles) MAX.	1.25	Space/Hour
2 Hourly Parking Past Two Hours (Automobiles) MAX.	1.50	Space/hour
3 Flat Rate After 6 P.M. - Paid Upon Entry	3.00	Space/Night
Daily Maximum (Automobiles) MAX	8.00	Space/Day
4 Monthly Parking (Reserved) MAX	75.00	Space/Month
5 Monthly Parking (Unreserved) MAX	60.00	Space/Month
6 Early Bird in by 9:30 am Max	4.00	Space/Day
7 Flat Rate After 4:00 pm MAX	3.00	Space
8 Special Event MAX	1.50	Vehicle/Hour
10 Motorcycles	2.00	Space/Day
b. Validations	1.25	Space/Hour
c. Special Fees	8.00	Ticket
1 Lost Ticket	12.00	Card
2 Card Deposit	12.00	Card
3 Replacement Card	10.00	Card
4 Penalty for Monthly Parking Paid After the 7th of the Month		

8 18th Street and Telegraph Avenue Parking Lot

a. Basic Fees		
1 Hourly Parking (Automobiles)	1.00	Space/Hour
2 Daily Maximum (Automobiles)	7.00	Space/Day
3 Early Bird Special	5.00	Space/Day



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PUBLIC WORKS

FEE DESCRIPTION

FEE UNIT

A. OFF-STREET PARKING FACILITIES

8 18th Street and Telegraph Avenue Parking Lot

a. Basic Fees		
4 Monthly Parking (Reserved)	90.00	Space/Month
5 Monthly Parking (Unreserved)	75.00	Space/Month
6 Motorcycles	4.00	Space/Day
b. Validations	1.00	Space/Hour
c. Special Fees		
1 Lost Ticket	7.00	Ticket
2 Card Deposit	10.00	Card
3 Replacement Card	10.00	Card
4 Penalty for Monthly Parking Paid After the 7th of the Month	10.00	Card

9 12th and Jefferson Street Lot

a. Basic Fees		
1 Hourly Parking for First Two Hours (Automobiles) MAX	2.25	Space/Hour
2 Hourly Parking Past Two Hours (Automobiles) MAX	3.00	Space/Hour
3 Daily Parking	10.00	Space/Day
4 Monthly Parking (Reserved) MAX	120.00	Space/Month
5 Monthly Parking (Unreserved) MAX	100.00	Space/Month
6 Early Bird in by 9:30 am MAX	8.00	Space/Day
7 Flat Rate After 4:00 pm MAX	4.00	Space
8 Special Event MAX	6.00	Space
9 Valet MAX	3.00	Vehicle/Hour
10 Motorcycle Daily MAX	6.00	Space/Day
b. Special Fees		
1 Vanpool Parking (7 - 10 passenger van)	40.00	Space/Month
2 Vanpool Parking (11+ Passenger Van)	20.00	Space/Month
3 Lost Ticket	10.00	Ticket
4 Card Deposit	12.00	Card
5 Replacement Card	12.00	Card
6 Penalty for Monthly Parking Paid after the 7th of the Month	10.00	Card/Tag
7 Replacement Monthly Parking Tag	60.00	Tag

10 1200 Harrison Frank Mur Garage

a. Basic Fees		
1 Hourly Parking for First Two Hours (Automobiles) MAX	1.25	Space/Hour
2 Hourly Parking Past Two Hours (Automobiles) MAX	2.00	Space/Hour



FEE DESCRIPTION

FEE UNIT

A. OFF-STREET PARKING FACILITIES

10 1200 Harrison Frank Mar Garage

a. Basic Fees		
3 Daily Maximum (Automobiles) MAX	10.00	Space/Day
4 Monthly Parking (Reserved) MAX	100.00	Space/Month
5 Monthly Parking (Unreserved) MAX	90.00	Space/Month
6 Early Bird in by 9:30 am MAX	6.00	Space/Day
7 Flat Rate After 4:00 pm till Closing Time MAX	4.00	Space
8 Overnight Parking (Close to Open) MAX	4.00	Space/Night
10 Motorcycles Daily MAX	6.00	Space/Day
11 Bicycles	Free	
b. Validations	1.25	Space/Hour
c. Special Fees		
1 Lost Ticket	10.00	Ticket
2 Card Deposit	12.00	Card
3 Replacement Card	12.00	Card
4 Penalty for Monthly Parking Paid After the 7th of the Month	10.00	Card

11 Montclair Parking Garage

a. Basic Fees:		
1 Hourly Parking for First Two Hours (Automobiles) MAX.	1.25	Space/Hour
2 Hourly Parking Past Two Hours (Automobiles) MAX.	1.25	Space/Hour
3 Daily Maximum (Automobiles) MAX	10.00	Space/Day
4 Overnight Parking (Close to Open)	2.00	Space/Night
5 Monthly Parking (Reserved) MAX	110.00	Space/Month
6 Monthly Parking (Unreserved) MAX	90.00	Space/Month
7 Special Event MAX	4.00	Space
8 Valet MAX	2.00	Vehicle/Hour
9 Motorcycles Daily MAX	6.00	Space/Day
10 Bicycles	Free	
b. Validations Tickets (Max 2 hrs per ticket)	75.00	Book of 100
c. Special Fees		
1 Lost Ticket	10.00	Ticket
2 Card Deposit	12.00	Card
3 Replacement Card	12.00	Card
4 Penalty for Monthly Parking Paid After the 7th of the Month	10.00	Card



City of Oakland
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PUBLIC WORKS

FEE DESCRIPTION

FEE UNIT

A. OFF-STREET PARKING FACILITIES

12	Grand Avenue District Municipal Parking Lot as Described by Section 23.08 of Oakland City Council Resolution No. 1989 C.M.S. Hourly Parking (Automobiles)	1.25	Space/Hour
13	Parkway District Municipal Parking Lot as Described by Section 23.09 of Oakland City Council Resolution No. 1989 C.M.S.	1.25	Space/Hour
a.	Hourly Parking	60.00	Space/Month
b.	Monthly Parking MAX	3.00	Space
c.	Special Event MAX	60.00	Tag
d.	Replacement of Monthly Parking Tag		
14	Piedmont Avenue Municipal Parking Lot as Described by Section 23.05 of Oakland City Council Resolution No. 1987 C.M.S.	1.25	Space/Hour
a.	Hourly Parking	60.00	Space/Month
b.	Monthly Parking MAX	3.00	Space
c.	Special Event MAX	60.00	Tag
d.	Replacement for Monthly Parking Tag		
15	Scout Road & Mountain Blvd. Parking Lot	80.00	Space/Month
a.	Monthly Parking (Unreserved) MAX	6.00	Space
b.	Special Event MAX	50.00	Tag
c.	Replacement for Monthly Parking Tag		
16	Lake Park Avenue Parking Lot	60.00	Space/Month
a.	Monthly Parking MAX	3.00	Space
b.	Special Event MAX	60.00	Tag
c.	Replacement for Monthly Parking Tag		
17	Damage to Parking Facility		Actual Cost

B. ON-STREET PARKING METER

Registered Vanpools (11 or More Passengers), Maximum of 40 Spaces 20.00 Space/Month

C. RESIDENTIAL PERMIT PARKING FEE

1	Permit for Eligible Vehicles of Residents, Employees of Neighborhood-Serving Establishments, and Owners or Employees of Business with the Vehicle Registered at the Business Address		
a.	Initial	17.50	Vehicle
1	Purchase Between January 1 and June 30	25.00	Vehicle
2	Purchase Between July 1 and December 31	15.00	Vehicle
b.	Renewal (annual)		
2	Permit for Eligible Vehicles of Owners or Employees of Businesses with the Vehicle Not Registered at the Business Address		
a.	Initial	37.50	Vehicle
1	Purchase Between January 1 and June 30		



City of Oakland
 Master Fee Schedule
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PUBLIC WORKS

FEE DESCRIPTION	FEE	UNIT
C. RESIDENTIAL PERMIT PARKING FEE		
2 Permit for Eligible Vehicles of Owners or Employees of Businesses with the Vehicle Not Registered at the Business Address		
a Initial	75.00	Vehicle
2 Purchase Between July 1 and December 31	75.00	Vehicle
b Renewal (annual)	10.00	Vehicle
3 Replacement of Lost or Damaged Permit		
4 Visitor Permit	1.00	Permit
a One-day	5.00	Permit
b 14-day	5.00	Map
D. TRAFFIC FLOW MAP	5.00	Map
E. PEDESTRIAN COUNT MAP	5.00	Sheet
F. BLUE LINE REPRODUCTION	5.00	Manual
G. CONSTRUCTION AREA TRAFFIC CONTROL MANUAL		
H. TRAFFIC ENGINEERING ANALYSIS	1,000.00	Review
1 Deposit	100.00	Hour
2 Hourly or Fraction of Staff Time	60.00	Sign
I. INSTALLATION OF QUIET ZONE SIGN AS ALLOWED BY OAKLAND MUNICIPAL CODE SECTION 3-6.09	65.00	Driveway
J. PAINTING OF CURB MARKING TO INDICATE A DRIVEWAY AS ALLOWED BY OAKLAND TRAFFIC CODE SECTION 171.2		
K. PUBLIC MOTOR VEHICLE STAND AS ALLOWED BY OAKLAND TRAFFIC CODE SECTION 231	60.00	Sign
1 Installation of Sign Post	60.00	Sign
2 Installation of Identification Sign	60.00	Painting
3 Painting of Street Curb Adjacent to Public Motor Vehicle Stand		
L. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED	43.20	Hour
1 Sign Maintenance Worker	40.00	Hour
2 Traffic Sign Maker		
3 All Other Staff		Actual Cost
4 Review for Technical Review Advisory Committee	468.00	Review
M. OVERTIME SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED	1-1/2 Times	Hour



FEE DESCRIPTION

FEE UNIT

FACILITIES & ENVIRONMENT

FACILITIES SERVICES

A. CIVIC CENTER COMPLEX USAGE FEE (FOR NON-PROFIT USE ONLY)

	Actual Cost	
1 Utilities (Special Usage) - Amount Determined by Program Use by the Public Works Agency		
2 Security Services		
a. Regular time	18.00	Hour
b. Overtime	27.00	Hour
3 Custodial Services	41.88	Hour
4 Stationary Engineering Services		
a. Normal Operating Hours	64.56	Hour
b. Outside Normal Operating Hours*	98.34	Hour
5 Mandatory Set Up and Take Down Fee	150.00	Use
6 Deposit	200.00	Hour
7 Cancellation		
a. Two Weeks or Less Notice Prior to Event	Forfeit 1/2	Event Deposit
8 Technical Services for Non-City Event	50.00	Hour
9 Alcohol Permit	75.00	Event
10 Room Rental		
a. City Hall Hearing Room (Two-Hour Minimum)	100.00	Hour
b. City Hall 1st or 3rd Floor Lobby Or Mezzanine, Each (Two-Hour Minimum)	100.00	Hour
c. Kitchen Use in Civic Center Complex facility	65.00	Event
d. Lionel L. Wilson Building Lobby (Two-Hour Minimum)	100.00	Hour
e. Dalziel Building Lobby (Two-Hour Minimum)	100.00	Hour
11 Film-Related Fees		
a. Set Preparation	500.00	Day
b. Still Photography	100.00	Day
c. Actual Filming Day	1,500.00	Day
d. Set Clean-Up	500.00	Day

KEEP OAKLAND CLEAN & BEAUTIFUL

A. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED

1 Clean Community Supervisor	71.37	Hour
2 Painter	60.70	Hour
3 Street Sweeper Operator	54.81	Hour



FEE DESCRIPTION

FEE UNIT

A. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED

4 All Other Staff

Actual Cost

B. OVERTIME SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED

1-1/2 Times Hour

C. INVESTIGATION, REMOVAL AND DISPOSAL OF ILLEGAL DUMPING

1 Trash, Debris and Garbage (1 Hour Minimum)

425.00 Hour

2 Collection of Unpaid Citations - Administration Fee

300.00 Citation

3 Litter/Nuisance Enforcement Officer

77.16 Hour

D. ILLEGAL DUMPING

1 Illegal dumping appeals to hearing examiner or appeals board

a. Filing fee

67.50 Appeal

b. Appeals hearing

120.00 Hour or Fraction of

E. REMOVAL OF ILLEGALLY PLACED ADVERTISING MATERIALS AND GRAFFITI FROM CITY FACILITIES

Removal and Restoration (Two Hour Minimum)

150.00 Hour

PARK & BUILDING MAINTENANCE

A. REPAIRS FOR DAMAGE TO CITY PROPERTY

1 Labor

Actual Cost

2 Material

Actual Cost

B. SERVICE FEE FOR REPAIRING DAMAGE TO LANDSCAPING AND PLANTS (OTHER THAN TREES)

1 Materials

Actual Cost

2 Labor - Current Hourly Rate for Worker Classification

26.00-38.00 Hour

RECYCLING & SOLID WASTE

A. APPEALS TO THE HEARING OFFICER OF THE WASTE REDUCTION AND RECYCLE REVIEW (WRR) OFFICIAL'S DECISION NOT TO APPROVE THE WASTE REDUCTION AND RECYCLING PLAN (WRRP)

120.00 Filing

WATERSHED PROGRAM

B. CREEK FIELD INSPECTION

1 Inspection Fee

180.00 Inspection

2 Creek Determination Appeals

825.00 Appeal

INFRASTRUCTURE & OPERATIONS

ELECTRICAL & ENERGY EFFICIENCY

A. RELAMPING LAKE MERRITT'S NECKLACE OF LIGHTS

1 Approval Permit - Performed by Contractor

384.00 Permit

2 Approval Permit - Performed by City

192.00 Permit

3 Reimbursement of actual City costs to relamp

Actual Cost



FEE DESCRIPTION	FEE	UNIT
B. UNDERGROUND REVOLVING FUND ADMINISTRATION	2,370.00	Connection
FLEET MANAGEMENT & MAINTENANCE		
A. SALE OF FUEL	Cost - 15%	Gallon
B. MOTORCYCLE REPAIR	Cost + 30%	Part
1 Parts		
2 Labor	100.00	Hour
SEWERS & STORM DRAIN MAINTENANCE		
A. BOARDING OF WINDOWS AND DOORS		
<i>Personnel Services Fee Schedule</i>		
a. Normal Operating Hours - 8:00 am to 12:00 pm, Monday Through Friday	300.00	2 Hours
b. Not During Normal Operating Hours	350.00	2 Hours
B. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED		
1 Sewer Leader	60.21	Hour
2 Sewer Maintenance Worker	46.84	Hour
3 All Other Staff		Actual Cost
C. OVERTIME SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED		1-1/2 Times Hour
STREET & SIDEWALK MAINTENANCE		
A. SERVICE FEE FOR STREET PAVING		
1 Minimum Charge Plus Thickness Fees Below (All Requests)	600.00	Request
2 Asphalt		
a. Up to 4" Thick	10.00	Square Foot
b. Each Additional Inch Thickness	2.50	Square Foot
3 Portland Cement		
a. Up to 6" Thick	16.00	Square Foot
b. Each Additional Inch Thickness	2.64	Square Foot
B. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED		
1 Operations Manager	131.27	Hour
2 Public Works Supervisor II	82.10	Hour
3 Public Works Supervisor I	69.01	Hour
4 Pavement Management Supervisor	73.20	Hour
5 Street Maintenance Leader (including Truck Drivers)	53.33	Hour
6 Heavy Equipment Operator	59.68	Hour
7 Concrete Finisher	55.00	Hour



City of Oakland
Master Fee Schedule
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PUBLIC WORKS

FEE DESCRIPTION	FEE	UNIT
B. SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED		
8 Public Works Maintenance Worker	43.52	Hour
9 All Other Staff	Actual Cost	
C. OVERTIME SERVICE FEE FOR BILLING OUTSIDE PARTIES OR AGENCIES FOR WORK PERFORMED		
	1-1/2 Times	Hour
D. BARRICADES AND SAFETY BARRIERS		
1 Rental Fee	65.00	Lot (2-250)
a. 18" Cone (Pick-up & Return)		
b. Barricade (Delivery & Pick-up)	88.00	Request
1 Request		
2 Charge per barricade	2.25	Barricade/Day
c. Special Event Crowd Control Barriers (Delivery & Pick-up)		
1 Request	325.00	Request
2 Charge per barrier	7.75	Barrier/Day
2 Replacement of Lost or Damaged Safety Barriers		
a. 18" Cone	5.00	Each
b. Barricade	92.00	Each
c. Barrier	185.00	Each
E. INSPECTIONS OF SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS, AND APPROACHES ON UNIMPROVED STREETS		
1 Permit (includes maximum 3 hours of inspection)	360.00	Permit
a. Sidewalk and/or Driveway over 200 sq ft	0.85	Square Foot
b. Curb and Gutter over 35 linear ft.	3.00	Linear Foot
2 Additional Inspection Hours		
a. Normal Operating Hours	100.00	Hour
b. Not During Normal Operating Hours	140.00	Hour
F. REPAIR OF SIDEWALKS, DRIVEWAYS, CURBS, AND GUTTERS		
1 City-Performed Repairs - Voluntary		Actual Cost
a. Repair		
b. Interest on the Unpaid Balance	10%	Year
c. Interest on the Unpaid Balance, Low Income Loan Program	5%	Year
d. Administrative Fee	525.00	Abatement
2 City-Performed Repairs - Mandatory		Actual Cost
a. Repair	1.70%	Repair
b. Collection Surcharge		
c. Administrative Fee	1,300.00	Abatement



City of Oakton
Master Fee Schedule
 Effective July 1, 2005

FEE DESCRIPTION

FEE UNIT

G. TREE AND SIDEWALK SERVICES

1 Service Fee for Street Planting

- a. Commercial or Industrial Street Tree
 - 1 Planting with Root Control Device 180.00 15 Gallon Tree
 - 2 Planting with Root Control Device Mandated by City Planning Conditions/ Use Permit 180.00 15 Gallon Tree
 - 3 Commercial or Industrial Street Tree, 24" Box Tree 300.00 Tree
- b. Residential Street Tree Planting
 - 1 15-Gallon Size Tree with Root Control Device (NOTE: Property owner is responsible for the tree well.) 90.00 Tree
 - 2 24" Box Tree 180.00 Tree

2 Tree Removal Permits

- a. Developed Property 54.00 Permit
- b. Undeveloped Property (1-10 Trees to be Reviewed for Removal) 100.00 Permit
- c. Undeveloped Property (11-100 Trees to be Reviewed for Removal) 10.00 Tree
- d. Undeveloped Property (Over 100 Trees to be Reviewed for Removal) 85.00 Hour
- e. Appeal of the Tree Removal Permit 50.00 Appeal
- f. Tree Removal Permits, Replacement Tree In Lieu Fee 360.00 Tree

3 Service Fee for Damaged Trees

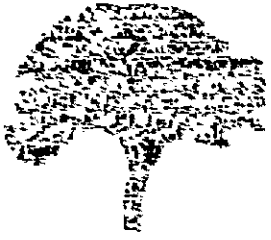
- a. Large Size Trees
 - 1 Damages are Calculated on an Individual Basis According to the Formula Developed by the International Society of Arboriculture (ISA). Trunk Diameter (DBH), Species, Condition, and Location Determine the Value of a Damaged Tree
- b. Trees of Replaceable Size
 - 15-Gallon Size Tree 180.00 Tree
 - 2 240-Inch Box Size Tree 360.00 Tree
- c. Partially Damaged Tree
 - 1 Percentage of Damage is Estimated by Tree Supervisor of Parks Services Division Using the ISA Formula Above

4 Firewood Sales

- a. Mixed Wood 140.00 Cord
- b. Soft Wood 90.00 Cord

5 Service Fee for Asphalt and Concrete Repairs to a Dangerous Sidewalk

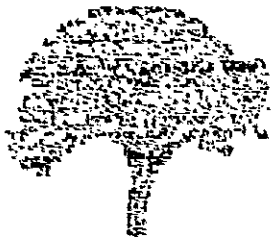
- a. Material Cost 3.50 Square Foot
- b. Inspection Actual Cost



City of Oakland
Master Fee Schedule
 Effective: July 1, 2005

**COMMUNITY AND
 ECONOMIC DEVELOPMENT**

FEE DESCRIPTION	FEE	UNIT
<u>BUILDING SERVICES-ADMINISTRATION</u>		
ADMINISTRATION		
A. UNIFORM BUILDING CODE		
1 1994 Loose-Leaf - Vol. 1	71.00	Code Book
2 1994 Loose-Leaf - Vol. 2	94.00	Code Book
3 1997 Loose-Leaf Vol. 3	114.00	Code Book
4 1994 Soft Cover - Vol. 1	59.00	Code Book
5 1994 Soft Cover - Vol. 2	82.00	Code Book
6 1994 Soft Cover - Vol. 3	71.00	Code Book
7 1994 Analysis of Revisions	18.00	Code Book
8 1997 Loose-Leaf Vol. 1	103.00	Code Book
9 1997 Loose-Leaf Vol. 2	103.00	Code Book
10 1997 Loose-Leaf Vol. 3	114.00	Code Book
B. NATIONAL ELECTRICAL CODE (NEC)		
1 1993 Loose-Leaf	47.00	Code Book
2 1993 Soft Cover	35.00	Code Book
3 1993 Handbook to NEC	82.00	Code Book
4 1996 Loose-Leaf	80.00	Code Book
C. UNIFORM PLUMBING CODE		
1 1994 Loose-Leaf with Amendments	46.00	Code Book
2 1994 Loose-Leaf	35.00	Code Book
3 1994 Soft Cover	32.00	Code Book
4 1997 Loose-Leaf	98.00	Code Book
D. UNIFORM MECHANICAL CODE		
1 1994 Loose Leaf	54.00	Code Book
2 1994 Soft Cover	47.00	Code Book
3 1997 Loose-Leaf	68.00	Code Book
E. OAKLAND SIGN CODE OR HOUSING CODE	13.00	Booklet
F. UNIFORM SWIMMING POOL/SPA/HOT TUB CODE	26.00	Code Book
G. UNIFORM FIRE CODE	71.00	Code Book
H. CODE AMENDMENTS	6.40	Print
I. DUPLICATION OF DOCUMENTS		
1 Microfilm Records	0.45	Document



City of Channahon
Master Fee Schedule
 Effective: July 1, 2005

**COMMUNITY AND
 ECONOMIC DEVELOPMENT**

FEE DESCRIPTION	FEE UNIT
I. DUPLICATION OF DOCUMENTS	Actual Cost
2 Mailing	
J. PERMIT APPLICATION FEE	
1 Building, Electrical, Mechanical, Plumbing Permits	45.00 Permit
a Project Value \$2000 or Less	55.00 Permit
b Project Value \$2001 or Greater	44.00 Permit
c Application and Issuance by Internet Connection	59.00 Permit
2 All Other Permits and All Other Engineering Process and Approval Requests (Application)	6.40 Mailing
3 Mailing and Handling Charges Per 25 Count for Permit Application Forms	12.60 Verification
4 Service Charge for Verification of Proof of License and Workers Compensation Information Required by State Law for Approval of Permit Application	44.00 Sign-Off
5 Zoning Sign-Off	
K. DUPLICATION OF ANY DOCUMENT NOT SPECIFICALLY DESCRIBED IN THE MASTER FEE SCHEDULE	
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials	No Charge
a Twenty (20) or Fewer Pages	0.01 Page
b Twenty-one (21) or More Pages	0.08 Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	Market Rate
3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester	0.60 Map
L. PLANS/MAP PHOTO-COPY (COPIES LESS THAN 11"x17")	3.85 Quarter Hour or Fraction
M. DOCUMENT RESEARCH FEE	83.00 Appeal
N. PROCESSING BILLING DISPUTES AND REFUND REQUESTS THAT ARE DETERMINED TO BE UNFOUNDED	220.00 Each
O. PROCESSING SECURITY DEPOSITS, (BONDS, CASH, CERTIFICATE OF DEPOSITS, ETC.) AND OTHER FORMS OF FINANCIAL SECURITY AS REQUIRED FOR DEVELOPMENT PROJECTS AND CODE ENFORCEMENT CASES	
P. RECORDS MANAGEMENT FEE	9.5% All Permit & Code Compliance Fees
Q. TECHNOLOGY ENHANCEMENT FEE	5.25% All Permit & Code Compliance Fees
R. JOBS/HOUSING IMPACT FEE	4.00 Square Foot



FEE DESCRIPTION	FEE	UNIT
BUILDING SERVICES-CODE COMPLIANCE		
CODE COMPLIANCE		
A. VARIANCE FROM OAKLAND HOUSING CODE REQUIREMENTS		
1 Administrative	320.00	Application
2 Board	794.00	Application
B. SERVICE FEES		
1 Re-inspection to Verify or Monitor Progress of Violations Abatement		
a. Conditions of Compliance	83.00	Inspection
b. All Others	323.00	Inspection
2 Certificate of Occupancy		
a. Basic Fee	553.00	Premise
b. Surcharge	83.00	Adcl unit
c. Re-Inspection	83.00	Inspection
3 Third-Party Contract	Actual Cost	
4 Inspection Warrant	553.00	Instance
5 Complaint Investigation	83.00	Inspection
C. ADMINISTRATIVE FEES		
1 Contracted Work		
a. Demolition	1,587.00 or 31%	Instance or of Contract, Whichever is Greater
b. All Other	553.00 or 31%	Instance or of Contract, Whichever is Greater
c. Bid/Contract Development	320.00	Instance
2 Public Documents (Order, Invoice, Demand Notice, Declaration, Lien Release, Termination, Lien, etc.)		
a. Preparation	182.00	Document
b. Notarizing	182.00	Document
3 Collections		
a. Alameda County Collection Surcharge on Liens	1.7%	Lien
b. Interest on Property Lien	10.00%	Per Year, Based on Unpaid Balance after Due Date
c. Court Action	Actual cost, 152.00 minimum	Instance



FEE DESCRIPTION	FEE	UNIT
C. ADMINISTRATIVE FEES		
4 Real Property Title Research	154.00 or	Report
a. Litigation Guarantee	Actual Cost	
b. All Others	14.50	Instance
5 Compliance plan	330.00	Plan
a. Building not declared substandard		
b. Building declared substandard	1,100.00	Plan
6 Process Violation	292.00	Instance
D. SUBPOENA		
1 Witness Fee (Not Related to Employee's Duties)	51.00+0.37	Request + Mileage
2 Witness Fee (Related to Employee's Duties)	150.00	Request or Actual Cost
E. APPEALS TO HEARING EXAMINER OR HOUSING ADVISORY AND APPEALS BOARD		
1 Filing Fee	59.00	Appeal
2 Conduct Appeals Hearing	219.00	Hour or Fraction of
3 Processing Fee	437.00	Appeal
F. DUPLICATE RELEASE OF LIEN/TERMINATION OF SUBSTANDARD		
DUPLICATE RELEASE OF LIEN/TERMINATION OF LIEN SUBSTANDARD DOCUMENT	36.00	Document
DUPLICATE RELEASE OF LIEN/TERMINATION OF LIEN SUBSTANDARD DOCUMENT	33.00	Document
G. PUSHCART FOOD VENDING		
1 Application Processing	63.00	Pushcart (non-refundable application fee to be applied to the permit fee)
2 Initial Permit Fee	382.00	Pushcart (includes application/processing fee)
3 Permit Renewal Fee	382.00	Pushcart/Year
4 Late Fee		
a. Assessed as a percentage of permit fee based on length of time after date of the renewal letter as follows:		
1 30-60 Days	10%	Delinquent Per Permit
2 60-90 Days	20%	Delinquent Per Permit
3 After 90 Days	50%	Delinquent Per Permit
5 Legalizing Illegal Vendor	755.00	Pushcart



City of Oakland
 Master Fee Schedule
 Effective: July 1, 2005

COMMUNITY AND
 ECONOMIC DEVELOPMENT

FEE DESCRIPTION

FEE UNIT

H. VEHICULAR FOOD VENDING PERMIT

1 Application Processing

114.00 Site (non-refundable application fee to be applied to the permit fee)

2 Initial Permit Fee

1,526.00 Site for 12 months (includes application/processing fee)

3 Permit Renewal Fee

1,526.00 Site Per Year

4 Late Fee

a. Assessed as a percentage of permit fee based on length of time after date of the renewal letter as follows:

1 30-60 Days

10% Delinquent Per Permit

2 60-90 Days

20% Delinquent Per Permit

3 After 90 Days

50% Delinquent Per Permit

5 Legalizing Illegal Vendor

3,053.00 Site

I. PROCESSING VIOLATION APPEALS THAT ARE DETERMINED TO BE UNFOUNDED

83.00 Appeal

BUILDING SERVICES-ENGINEERING

ENGINEERING

A. PATH VACATION

1,800.00 Proceeding

B. STREET VACATION

1 Summary Vacation

2,294.00 Street

2 Full Process and Procedure Vacation

4,370.00 Street

3 Surcharge

727.00 Additional Block

C. EASEMENT

1 Abandonment

1,639.00 Easement

2 New

727.00 Each

3 Shared Access Engineering Review

437.00 Easement

D. CERTIFICATE OF COMPLIANCE

1 For Work Through Five Hours

656.00 Certificate for Work After 5 Hours

2 For Work After Five Hours

110.00 Certificate for Work After 5 Hours



FEE DESCRIPTION	FEE	UNIT
E. REVIEW AS REQUIRED BY OAKLAND MUNICIPAL CODE FOR ISSUANCE OF A PERMIT FOR ENCROACHMENT ON THE PUBLIC RIGHT OF WAY OR EXECUTION OF A WAIVER OF DAMAGES AND INDEMNITY AGREEMENT		
1 Waiver of Damages and Indemnity Application	437.00	Waiver
2 Minor Encroachment Permit		
a. New and legal non-conforming encroachment	727.00	Permit
b. Legalizing Illegal Encroachment	1,399.00	Permit
3 Major Encroachment Permit	1,227.00	Permit
4 Rescission to Encroachment	279.00	Rescission
5 Amendment to Existing Encroachment Permit	218.00	Amendment
F. TRACT MAP		
1 Tentative	2,884.00	Map
2 Final	2,589.00	Tract
3 Surcharge/Lot	219.00	Lot
4 Certificate of Correction	437.00	Certificate
5 Subdivision Agreement Extension	727.00	Agreement
6 Amended Map	110.00	Hour or Fraction of
7 Revisions to Final Map		
a. Regular Operating Hours	110.00	Hour or Fraction of
b. Overtime Hours	160.00	Hour or Fraction of
8 Reinstatement of Inactive Tract Map	68%	Original Fee
G. PRIVATE SEWER ASSESSMENT DISTRICT		
1 Application Fee		
a. Four Lots or Less	3,242.00	Four Lots
b. Each Additional Lot	364.00	Lot
2 Assessment for Collection	272.00	District
H. STREET DEDICATION FEE		
	727.00	Street
I. STREET NAME CHANGE		
1 Application Fee	1,639.00	Street
2 Service Fee	393.00	Block
J. REVIEW OF PRIVATE PLAN/PUBLIC IMPROVEMENT PERMIT		
1 \$1 to \$10,000 Construction Value	1,202.00	Plan/Improvement
2 \$10,001 - \$50,000 Construction Value	1,202.00	1st \$10,000
	62.00	Each Additional \$1,000 or Fraction thereof



City of Oakland
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COMMUNITY AND
 ECONOMIC DEVELOPMENT

FEE DESCRIPTION	FEE	UNIT
J. REVIEW OF PRIVATE PLAN/PUBLIC IMPROVEMENT PERMIT		
3 \$50,001 - \$100,000 Construction Value	44.00	Each Additional \$1,000 or Fraction Thereof
	3,682.00	1st \$50,000
4 \$100,001 - \$500,000 Construction Value	5,882.00	1st \$100,000
	41.00	Each Additional \$1,000 or Fraction Thereof
5 Over \$500,000 Construction Value	22,144.00	1st \$500,000
	37.00	Each Additional \$1,000 or Fraction Thereof
6 General Plan Surcharge (Assessed On All P-JOB Permits)	0.1%	Review Construction Valuation
7 Reinstatement of Inactive Application or Permit	65%	Original Permit Fee
8 Extension of P-Job Permit for Work Incomplete After One Year	727.00	Plan/Improvement
9 Review of Plan Revisions	110.00	Hour or Fraction of
a. Regular Operating Hours	160.00	Hour or Fraction of
b. Overtime	1,458.00	Franchise
K. FRANCHISE APPLICATION OR RENEWAL-DEPOSIT		
1 Personal Services Fee Schedule	917.00	Permit
L. SPUR TRACK		
M. GRADING PERMIT		
1 Basic Fee	977.00	Up to 50 Cubic Yds
2 Surcharge	2.25	Each C.Y. Over 50
a. 51-1,000 Cubic Yards (c.y.)	1.50	Each C.Y. Over 1000
b. 1,001-2,000 Cubic Yards	0.80	Each C.Y. Over 2000
c. 2,001-10,000 Cubic Yards	0.45	Each C.Y. Over 10,000
d. Over 10,000 Cubic Yards	68%	Original Grading Permit
3 Reinstate Expired Grading Permit	727.00	Permit
4 Review of Materials Related to Request for Wet Weather Grading Permit	160.00	Hour or Fraction of
5 Review of Plan Revisions		
a. Overtime		



City of Oakland
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**COMMUNITY AND
 ECONOMIC DEVELOPMENT**

FEE DESCRIPTION

FEE UNIT

M. GRADING PERMIT

- 5 *Review of Plan Revisions*
 - b. *Regular Operating Hours* 110.00 Hour or Fraction of

N. WORK WITHOUT A GRADING PERMIT

- 1 *Work Commenced* 7,282.00 Occurrence
- 2 *Re-Inspection Fee* 292.00 Inspection

O. CONSULTATION REQUESTED FOR PRELIMINARY REVIEW OF IMPROVEMENTS AND CONSTRUCTION PROJECTS (ONE-HOUR MINIMUM)

110.00 Hour or Fraction of

P. MYLAR PLAN RETRIEVAL

3.00 Plan

Q. CITY OF OAKLAND MAPS AND PLANS

- 1 *2,400 Scale* 6.35 Map
- 2 *1,500 Scale* 6.35 Map
- 3 *Plans (copies 11"x17" or larger)* 6.00 Sheet
- 4 *Seismic Book* 26.40 Book

R. SURFACE MINING OPERATIONS (RECLAMATION PLAN)

- 1 *Permit Deposit (Minimum)* 727.00 Permit
- 2 *Personnel Service Fee Schedule* Actual Cost Labor/Materials

S. S-11 ENGINEERING REVIEW

750.00 Report

T. PARCEL MAP

- 1 *Tentative* 1,080.00 Map
- 2 *Final* 984.00 Map
- 3 *Waiver* 372.00 Map
- 4 *Revisions to Final Parcel Map*
 - a. *Regular Hours* 110.00 Hour or Fraction of
 - b. *Overtime* 160.00 Hour or Fraction of
- 5 *Reinstatement of Inactive Parcel Map* 65.0% Original Fee Submittal

U. EIR ENGINEERING REVIEW-DEPOSIT

- 1 *Deposit* 874.00 Review
- 2 *Hourly Rate (One Hour Minimum)* 110.00 Hour or Fraction of

V. INSPECTION OF PRIVATE CONSTRUCTION OF PUBLIC FACILITY

- 1 *Deposit* 8% Value of Improvement
- 2 *Personnel Services, Research and Related Services* Actual Cost, 600.00 minimum Inspection
- 3 *Inspection* 110.00 Hour



City of Oakland
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COMMUNITY AND
 ECONOMIC DEVELOPMENT

FEE DESCRIPTION

FEE UNIT

W. CONSTRUCTION SITE MONITORING (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM, DUST, NOISE)

1	Wet Weather Grading	1,650.00	Deposit
2	Base Fee	275.00	Inspection
3	Additional Inspection	110.00	Inspection
4	Creek and Illicit Discharge Enforcement Re-inspection for Violation of the Creek Protection Storm Water Management and Discharge Control Ordinance	300.00	Inspection

X. PERMIT APPLICATION REVIEW

1	Permit Application Review and Processing Outside Normal Working Hours (One Hour Minimum)	150.00	Hour or Fraction of
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Y. RELEASE OF CLAIM AND HOLD HARMLESS AGREEMENT

218.00	Release
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Z. CREEK PROTECTION PERMIT

1	Category I	(No Permit Required)
2	Category II	145.00 Permit
3	Category III	437.00 Permit
4	Category IV (Up to 7 Hours)	875.00 Permit
5	Each Additional Hour of Review Over 7 Hours	110.00 Hour or Fraction of
6	Appeal of Determination to Building Official	339.00 Appeal
7	Appeal to the Planning Commission	627.00 Appeal
8	Inspection	
a.	Base Fee (2 Inspections)	221.00 Inspection
b.	Additional Inspection	110.00 Each Inspection Over 2

AA. PLAN CHECK AND INSPECTION FOR SITE DEVELOPMENT NOT RELATED TO ANY OTHER REQUIRED PERMIT

1	Application Fee	59.00	Application
2	Plan Check and/or Inspection	110.00	Hour or Fraction of

AB. OBSTRUCTION PERMITS

1	Short-term Permits (Maximum of 14 Days)		
a.	Metered Area	29.00	Meter/Day
b.	Unmetered Area	14.50	25 Ft./Day
c.	No Parking Anytime Sign	2.65	Sign
2	Long-term Permits (15-180 Day Maximum)		
a.	Metered Area	870.00	Meter /30 Days
b.	Unmetered Area	435.00	25 Ft/30 Days



FEE DESCRIPTION	FEE	UNIT
AC. REVIEW OF GEOTECHNICAL REPORT REQUIRED FOR PROJECTS LOCATED IN SEISMIC HAZARD ZONE AS IDENTIFIED BY THE STATE GEOLOGIST		
1 Permit Application	509.00	Permit
a. Basic Fee Up to Three hours		
b. Additional Fee After Three Hours	110.00	Hour or Fraction of
2 Request for Waiver Application	583.00	Request
a. Basic Fee Up to Three Hours		
b. Additional Fee After Three Hours	110.00	Hour or Fraction of
3 Peer Review	1,020.00	Review
a. Basic Fee Up to Three hours		
b. Additional Fee After Three Hours	110.00	Hour or Fraction of
c. Third Party Peer Review	375.00	Review
4 Revisions		
a. Normal Working Hours	110.00	Hour or Fraction of
b. Outside Normal Working Hours	160.00	Hour or Fraction of
AD. MISCELLANEOUS ENGINEERING REVIEW		
1 Regular Operating Hours	110.00	Hour or Fraction of
2 Overtime	160.00	Hour or Fraction of
AE. PAY TELEPHONE PERMIT		
1 Application Processing Fee	350.00	Pay Telephone
2 Annual Renewal Fee	105.00	Pay Telephone
3 Late Fee	212.00	Pay Telephone
4 Reclaiming Fee for Removed Pay Phone	Actual Cost, 455.60 minimum	Pay Telephone

BUILDING SERVICES-INSPECTION
INSPECTION

A. INSPECTION

1 As Required by the Oakland Building Code and for the Issuance of a Permit FOR NEW CONSTRUCTION as Required by the Oakland Building Code; or as Required by the Oakland Sign Code Section and for the Issuance of a Permit FOR NEW CONSTRUCTION as Required by the Oakland Sign Code		
a. \$1 to \$1,000 Construction Value	42.00	Permit
b. \$1,001 to \$1,500 Construction Value	48.00	Permit
c. \$1,500 to \$2,000 Construction Value	68.00	Permit
d. \$2,001 to \$25,000 Construction Value	83.00	Permit First \$2,001
Basic Fee		
e. Surcharge	7.35	Each Add'l \$500



City of Oakland
Master Fee Schedule
Effective: July 1, 2005

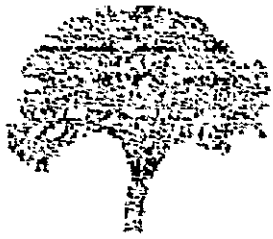
COMMUNITY AND
ECONOMIC DEVELOPMENT

FEE DESCRIPTION

FEE UNIT

A. INSPECTION

1 As Required by the Oakland Building Code and for the Issuance of a Permit FOR NEW CONSTRUCTION as Required by the Oakland Building Code; or as Required by the Oakland Sign Code Section and for the Issuance of a Permit FOR NEW CONSTRUCTION as Required by the Oakland Sign Code			
e.	\$25,001 to \$50,000 Construction Value	421.00	Permit First \$25,001
1	Basic Fee		
2	Surcharge	7.00	Each Add'l \$1,000
f.	\$50,001 to \$100,000 Construction Value	596.00	Permit First \$50,001
1	Basic Fee		
2	Surcharge	6.60	Each Add'l \$1,000
g.	\$100,001 and Higher Construction Value	926.00	Permit First \$250,001
1	Basic Fee		
2	Surcharge	5.20	Each Add'l \$1,000
h.	\$250,001 and Higher	1,706.00	Permit
1	Basic Fee		
2	Surcharge	4.80	Each Add'l \$1,000
2 As Required by the Oakland Building Code for the Issuance of a Permit FOR REPAIRS/ADDITIONS/ALTERATION, or as Required by the Oakland Sign Code the Issuance of a Permit FOR REPAIRS/ADDITIONS/ALTERATION as required by Oakland Sign Code			
a.	\$1 to \$1,000 Construction Value	52.00	Permit
b.	\$1,001 to \$1,500 Construction Value	57.00	Permit
c.	\$1,501 to \$2,000 Construction Value	78.00	Permit
d.	\$2,001 to \$25,000 Construction Value	99.00	Permit First \$2,001
1	Basic Fee		
2	Surcharge	8.80	Each Add'l \$500
e.	\$25,001 to \$50,000 Construction Value	504.00	Permit First \$25,001
1	Basic Fee		
2	Surcharge	8.30	Each Add'l \$1,000
f.	\$50,001 to \$200,000 Construction Value	712.00	Permit First \$50,001
1	Basic Fee		
2	Surcharge	7.80	Each Add'l \$1,000
g.	\$200,001 and Higher Construction Value	1,882.00	Permit First \$250,001
1	Basic Fee		
2	Surcharge	6.05	Each Add'l \$1,000



FEE DESCRIPTION

FEE UNIT

B. INSPECTION AS REQUIRED BY THE OAKLAND BUILDING CODE AND FOR THE ISSUANCE OF A DEMOLITION PERMIT AS REQUIRED BY THE OAKLAND BUILDING CODE

- | | | | |
|---|---|--------|-------------|
| 1 | Basic Fee Exempt: SFD Detached Garage Less Than 400 Sq. Ft. | 145.00 | Permit |
| 2 | Surcharge | 0.14 | Square Foot |
| 3 | Commencing Work without Obtaining a Permit | 10x | All Fees |

C. COMMENCE OR COMPLETE WORK FOR WHICH PERMITS ARE REQUIRED BY THE OAKLAND BUILDING CODE, OAKLAND SIGN CODE, OR WINDOW BAR ORDINANCE WITHOUT FIRST HAVING OBTAINED THE REQUIRED PERMITS

- | | | | |
|---|--|-----------------|----------------------|
| 1 | Work Commenced | Double All Fees | Permit |
| 2 | Investigation of Work | 83.00 | Inspection |
| 3 | Work Commenced and Completed Prior to Inspection | Quadruple Fees | Permit |
| | | 83.00 | Permit First \$2,001 |

D. EXTRA INSPECTIONS

- | | | | |
|----|---|-------|-------------------------|
| 1 | Building Permit | | |
| a. | \$1.00 to \$2,000 Permit Value | 83.00 | Each Inspection Over 3 |
| b. | \$2,001 to \$25,000 Permit Value | 83.00 | Each Inspection Over 6 |
| c. | \$25,001 to \$50,000 Permit Value | 83.00 | Each Inspection Over 8 |
| d. | \$50,001 to \$100,000 Permit Value | 83.00 | Each Inspection Over 10 |
| e. | \$100,001 to \$500,000 Permit Value | 83.00 | Each Inspection Over 12 |
| f. | \$500,001 or Greater Permit Value | 83.00 | Inspection |
| 2 | Electrical or Plumbing or Mechanical Permit | | |
| a. | \$1.00 to \$100 Inspection Fee | 83.00 | Each Inspection Over 3 |
| b. | \$101 to \$250 Inspection Fee | 83.00 | Each Inspection Over 5 |
| c. | \$251 to \$500 Inspection Fee | 83.00 | Each Inspection Over 6 |
| d. | \$501 to \$1,000 Inspection Fee | 83.00 | Each Inspection Over 8 |
| e. | \$1,001 to \$5,000 Inspection Fee | 83.00 | Each Inspection Over 10 |
| f. | \$5,001 or Greater Inspection Fee | 83.00 | Permit First \$2,001 |

E. INSPECTION OF FIXTURES AND WASTE DEVICES

- | | | | |
|---|--|-------|------|
| 1 | Plumbing Fixtures or Waste Discharge Device | 15.00 | Each |
| 2 | Drainage and/or Vent Piping, Alter, Repair, or Replace | 15.00 | Each |



FEE DESCRIPTION

FEE UNIT

E. INSPECTION OF FIXTURES AND WASTE DEVICES

3	Rainwater Leader, Interior Area Drain Interceptor, On-site Storm System	23.00	Each
4	Rainwater Piping to Gutter	37.00	Each
5	Interceptor (Grease Trap)	73.00	Each
6	Interceptor	73.00	Each
7	Sewer Ejector Sump	73.00	Each
8	Swimming Pool (Complete)	145.00	Each
9	Roman Tub and/or Baptistry	73.00	Each
10	Dishwashing Equipment		
	a. Domestic	15.00	Each
	b. Commercial	23.00	Each
11	Garbage Disposal Unit		
	a. Domestic	15.00	Each
	b. Commercial	23.00	Each
12	Backwater Valve	25.00	Each
13	Plumbing Inspection of New Apartments Larger Than Four Units (Additional Fees are Required for all Water Services, Rainwater Systems, Gas Systems and Units with More than Two Bathrooms)	110.00	Hour or Fraction of
14	Waste Alteration	23.00	Each

F. INSPECTION OF WATER PIPING

1	Water Service (Building Supply) New or Replacement	23.00	Each
2	Water Piping, Alter or Repair	23.00	Each
3	Water Treatment Equipment	23.00	Each
4	Water Heater (Gas or Electric) and/or Storage Tank	23.00	Each
5	Backflow Device Including Ball-Cock	23.00	Each
6	Pressure Reducing Valve	23.00	Each

G. INSPECTION OF FIRE PROTECTION AND SPRINKLERS

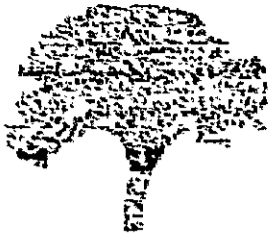
1	Fire Protection System, Connection to Domestic Water	23.00	Each
2	Lawn and Garden Sprinkler System, Each Controlled Zone	23.00	Each

H. INSPECTION OF GAS AND OIL PIPING

1	Low Pressure Meter Outlets	44.00	Each
2	Medium or High Outlets	73.00	Each

I. INSPECTION OF COOLING EQUIPMENT

1	Cooling System		
	a. To 100,000 BTU	37.00	Each



FEE DESCRIPTION	FEE UNIT
I. INSPECTION OF COOLING EQUIPMENT	
1 Cooling System	57.00 Each
b Over 100,000 BTU	37.00 Each
2 Evaporative Cooler	23.00 Each
3 Condenser/Compressor-Evaporator Coil Replacement	15.00 Each
4 Variable Air Volume Dampers	29.00 Each
5 Low Pressure Duct System	37.00 Each
J. INSPECTION OF HEAT EQUIPMENT	
1 Furnace: Central, Floor, Wall, Unit, Duct or Decorative	15.00 Each
2 Range, Oven, Dryer, Circulating Heater, Fryer, Steamer, Cooker, Barbecue or Log Lighter	23.00 Each
a. Domestic	15.00 Each
b. Commercial	23.00 Each
3 Gas Torch, Gas Light, Bunsen Burner or Miscellaneous Small Gas Burner	23.00 Each
4 Radiator, Convector, or Panel	37.00 Each
5 Incinerator or Kiln	73.00 Each
a. Domestic	73.00 Each
b. Commercial	73.00 Each
6 Boiler	37.00 Each
a. To 30 Horsepower	117.00 Each
b. Over 30 Horsepower	37.00 Each
7 Heat Pump	66.00 Each
8 Dual Unit, Heating and Cooling	117.00 Each
9 Miscellaneous Industrial	73.00 Each
10 Conversion Burner, Manufactured Fireplace	29.00 Each
11 Low Pressure Duct System	145.00 Each
K. INSPECTION OF EXHAUST SYSTEMS	
1 Range Hood (Commercial)	15.00 Each
2 Environmental Air Ducts	37.00 Each
a. Residential	15.00 Each
b. Commercial	117.00 Each
3 Gas Vent (Flues)	29.00 Each
4 Industrial Processing Equipment Exhaust System	29.00 Each
5 Fan or F/C Unit	29.00 Each
a To 10,000 CFM	



FEE DESCRIPTION	FEE UNIT
K. INSPECTION OF EXHAUST SYSTEMS	
5 Fan or F/C Unit	57.00 Each
b. Over 10,000 CFM	
L. INSPECTION OF MISCELLANEOUS ITEMS	
1 Fire Damper and/or Sub-Duct	15.00 Each
2 Electrostatic Filter	15.00 Each
3 Condensate Drain System	15.00 Each
4 Humidifier	15.00 Each
5 Manufactured Home-Plumbing System	110.00 Each
6 Manufactured Home-Mechanical System	110.00 Each
7 For Each Additional Attached Unit	37.00 Each
M. REQUEST INSPECTIONS OUTSIDE OF NORMAL WORKING HOURS (2.5 HOURS MINIMUM)	
	145.00 Hour or Fraction of
	83.00 Permit First \$2.00†
N. FIELD CHECK INSPECTION FEE	
O. ZONING INSPECTIONS FOR BUILDING PERMITS	
1 New Construction up to \$200,000	145.00 Permit
2 New Construction over \$200,000	145.00-70.00 Permit + Each \$100,000 Over \$200,000. Not to Exceed \$10,000
3 Additions/Alterations over \$5,000	145.00 Permit
P. PLAN CHECKING FOR ELECTRICAL, PLUMBING OR MECHANICAL PERMITS	
1 Residential	20% Permit Fee
2 Energy	13% Permit Fee
3 Commercial	64% Permit Fee
Q. ELECTRICAL INSPECTION OF NEW APARTMENTS LARGER THAN FOUR-UNITS. ADDITIONAL FEES ARE REQUIRED FOR ALL APPLIANCES, MOTORS, SERVICES, FEEDERS AND BRANCH CIRCUITS	
R. ELECTRICAL INSPECTION OF NEW RESIDENTIAL APPLIANCE INCLUDING ROUGH OUTLET	
1 Range, Range Top or Oven	15.00 Each
2 Dryer	15.00 Each
3 Fan Under 1 Horsepower	1.50 Each
4 Disposal or Dishwasher	6.00 Each
S. ELECTRICAL INSPECTION OR MISCELLANEOUS INSPECTION	
1 Air Conditioning Unit	20.00 Each
a. Basic Fee	



FEE DESCRIPTION

FEE UNIT

S. ELECTRICAL INSPECTION OR MISCELLANEOUS INSPECTION

1	Air Conditioning Unit	3.00	Each
a.	Surcharge		
2	Beverage or Freezer Case (Cabinet Only)	15.00	Each
3	Dental Unit, Gasoline Dispenser or Sterilizer	15.00	Each
4	Vegetable or Meat Case, X-ray Machine or Motion Picture Machine	15.00	Each
5	Pool, Spa, Hot Tub, Hydro Massage, Bath Tub		
a.	Swimming Pool	117.00	Each
b.	Outdoor - Hot Tub, Spa	73.00	Each
c.	Indoor - Hot Tub, Spa, Hydro Massage Bath Tub	52.00	Each
d.	Fountains	44.00	Each
6	Manufactured Home and Other State-Approved Buildings		
a.	Additional Sections	37.00	Each
7	Low Voltage Systems	140.00	Permit

T. ELECTRICAL INSPECTION

1	Branch Circuit and Feeder for Lighting, Heating, Power Signaling, or Other Purpose	4.50	Each
2	Outlet, Including Attached Receptacle, When Installed Not More Than 24 Inches Apart for Border, Strip, or Footlight, or for Outline Decorative Display, or Group Lighting Elsewhere When in Show Window Lighting and on Electric Sign	0.75	Each
3	Outlet, Including Attached Receptacle, for Temporary Festoon or Decorative Lighting or for Temporary Working Light for Use in Building Construction	0.75	Each
4	Plastic Outlet Boxes in Fire Related Construction, Not Including Device	1.50	Each

U. ELECTRICAL INSPECTION OF MOTORS, GENERATORS, MOTOR-GENERATOR SETS, BALANCER SETS, DYNAMOTORS, CONVERTERS, TRANSFORMERS, BALANCING COILS, OR RECTIFIERS INCLUDING ALL CONTROL APPARATUS

1	Basic Fee	3.00	Each HP, KVA, or KW
2	Maximum Fee	220.00	Unit

V. INSPECTION OF ELECTRICAL SERVICE

1	Service Over 600 Volts		
a.	First 200 KVA	145.00	Permit
b.	Over 200 KVA	220.00	Unit
2	Service 600 Volts or Less		
a.	Basic Fee for First 100 Ampere Capacity Including 1 Meter	58.00	Each
b.	Surcharge (For Additional 100 Ampere or Fraction Thereof)	44.00	Each
c.	Additional Meter	0.00	Each



FEE DESCRIPTION	FEE	UNIT
W. ELECTRICAL INSPECTION OF LIGHTING FIXTURE		
1 Incandescent	1.50	Each
2 Florescent Lighting Fixture (Complete with One Ballast)	3.00	Each
3 Mercury Vapor, High Pressure Sodium and Similar Lighting Fixture	4.50	Each
X. ELECTRICAL INSPECTION OF A SWITCH WHEN NOT ATTACHED TO OR INCLUDED WITH APPARATUS NOT SPECIFICALLY CLASSIFIED IN THE MASTER FEE SCHEDULE	1.50	Each
Y. ELECTRICAL INSPECTION OF RECEPTACLE, WALL SOCKET, OR SIMILAR FIXTURE NOT SPECIFICALLY CLASSIFIED IN THE MASTER FEE SCHEDULE	1.50	Each
Z. ELECTRICAL INSPECTION OF AIR, WATER OR OTHER TYPE HEATER, WELDING MACHINES OR COMMERCIAL RANGES		
1 Basic Fee	3.00	Each: HP, KVA or KW
2 Maximum Fee	220.00	Unit
AA. ELECTRICAL INSPECTION OF A NEW ELECTRIC SIGN BEARING AN APPROVED LABEL INCLUDING CONNECTION	37.00	Unit
AB. ELECTRICAL INSPECTION REQUIRED ON AN EXISTING SIGN DUE TO MINOR ALTERATIONS ON AND/OR MOVING OF THE SIGN	29.00	Unit
AC. ELECTRICAL INSPECTION OF OUTLINE NEON OR COLD CATHODE LIGHTING	10.00	Each: KVA Unit
AD. ELECTRICAL INSPECTION IF MACHINE APPARATUS OR APPLIANCE NOT SPECIFICALLY CLASSIFIED IN THE MASTER FEE SCHEDULE		
1 Basic Fee	3.00	Each: KW or KVA
2 Maximum Fee	220.00	Unit
AE. ELECTRICAL INSPECTION OF A FORGED AIR FURNACE	15.00	Unit
AF. ELECTRICAL INSPECTION OF A MOVED BUILDING (ONE HOUR MINIMUM)	52.00	Hour or Fraction of
AG. ELECTRICAL INSPECTION OF CONSTRUCTION OR TEMPORARY SERVICE (POLE OR UNDERGROUND)	66.00	Unit
AH. ELECTRICAL INSPECTION (ONE HOUR MINIMUM) <i>Survey of Electrical Work or Equipment Pursuant to a Request</i>	10.00	Hour or Fraction of
AI. ELECTRICAL INSPECTION AS REQUIRED BY OAKLAND MUNICIPAL CODE (METER RESETS)		
1 Single Family Dwelling	29.00	Each
2 Apartment	25.00	Each
3 Commercial or Industrial	59.00	Hour or Fraction of
AJ. SPECIAL PERMIT AS ALLOWED BY OAKLAND MUNICIPAL CODE (PLANT PERMIT)	110.00	Hour or Fraction of
AK. UNREINFORCED MASONRY ORDINANCE - BUILDING PERMIT FEES		
1 Engineering Analysis Report Review	726.00	Agreement



FEE DESCRIPTION	FEE	UNIT
AK. UNREINFORCED MASONRY ORDINANCE - BUILDING PERMIT FEES		
2 Request to Postpone Retrofit Work (Abutting Building)	728.00	Agreement
3 Contracted Engineering Services	Actual Cost	Service Provided
4 Contract Administration Services Fee	14%	Contract Cost
5 URM Building List	37.00	Unit
a. List	73.00	Each
b. Computer Disk	110.00	Hour or Fraction of
6 Field Inspection/Site Visits (1 Hour Minimum)		
AL. GENERAL PLAN SURCHARGE		
1 Basic Fee	0.10%	Construction Value
a. Building Permit	12%	Permit Fee
b. Demolition Permit	0.10%	Construction Value
c. Private Plan/Public Improvement ("P-Job") Permit		
2 Exemptions		
a. Abatement of Earthquake-Damaged Buildings Pursuant to the Mandatory Earthquake Abatement Program (Oakland Municipal Code)	55%	General Plan
b. Abatement of Potentially Hazardous Unreinforced Masonry Buildings Pursuant to the Interim Seismic Upgrade Ordinance (Ordinance No. 11274 C.M.S.) or the Unreinforced Masonry (URM) Ordinance (Oakland Municipal Code).	55%	General Plan
AM. REPORT OF RESIDENTIAL BUILDING RECORD ("3-R" REPORT) AS REQUIRED BY THE OAKLAND HOUSING CODE		
1 Standard Research (Completion within 5 Working Days)	145.00	Permit
a. First Hour or Fraction Thereof	110.00	Hour or Fraction of
b. After First Hour		
2 Expedited Research (Completion within 24 - Hours)	184.00	Hour or Fraction of
a. First Hour or Fraction Thereof	110.00	Hour or Fraction of
b. After First Hour		
AN. CODE BULLETINS		
1 Complete Set	133.00	Set
2 Subscription for Quarterly Updates	25.00	Quarter
3 Individual Bulletins	0.50	Sheet
AO. FOUNDATION RETENTION PERMIT FEE		
1 Application Fee	352.00	Permit
2 Inspection Fee	160.00	Permit
3 Annual Inspection	290.00	Permit
4 Partial Removal	548.00	Permit
AP. FOUNDATION REMOVAL PERMIT FEE		
	548.00	Permit



FEE DESCRIPTION	FEE	UNIT
AQ. CERTIFICATE OF OCCUPANCY RELATED TO CONSTRUCTION PERMITS		
1 Certificate of Occupancy	220.00	Permit
2 Temporary Certificate of Occupancy	440.00	Permit
BUILDING SERVICES-PLAN CHECK		
PLAN CHECK		
A. PLAN CHECKING AND/OR PROCESSING OF APPLICATION FOR A PERMIT REQUIRED BY OAKLAND BUILDING CODE OR OAKLAND SIGN CODE OR ANY SECTION OF THE OAKLAND MUNICIPAL CODE		
1 Project Value \$2,001 or Above	90%	Building Fee
2 Building Permit Fee on Projects Approved by Department to be Checked by Authorized Engineering Firm	64%	Building Fee
3 Enforcement of State of California Regulations, Oakland Building Code	33%	Permit Fee
4 Request Plan Checking or Inspections Outside of Normal Working Hours (One Hour Minimum)	160.00	Hour or Fraction of
5 Consultation Requested for Preliminary Plan Review by Plan Check Staff (One Hour Minimum)	110.00	Hour or Fraction of
a. Regular Operating Hours	160.00	Hour or Fraction of
b. Overtime Hours	110.00	Hour or Fraction of
6 Additional Checking and/or Processing Required Due to Plan Deficiencies or Changes (One Hour Minimum)	14%	Permit Fee
7 Process Coordination Fee for each applicable Permit for Projects Equal to or Greater than \$500,000 valuation	16.50	Permit
B. INSTALLATION / REGISTRATION / INSPECTION CERTIFICATION FOR RE-ROOFING PERMIT		
C. ASSIGNMENT AND DESIGNATION OF BUILDING NUMBERS AS REQUIRED BY OAKLAND MUNICIPAL CODE		
1 Dwelling	39.00	Building Number
2 Other (Building, Apartment, or Hotel)	59.00	Building Number
3 Change of Address	300.00	Request
D. PROCESSING OF A BUILDING MOVING APPLICATION AS REQUIRED BY OAKLAND MUNICIPAL CODE		
E. SERVICE CHARGE TO PROCESS REQUEST TO EXTEND PERMIT EXPIRATION LIMITATION OR REINSTATE PERMIT		
1 Extension or Reinstatement	59.00	Permit
F. NOISE STUDY FOR BUILDING PERMIT		
G. BOARD OF EXAMINERS & APPEALS		
1 Grade I - Minimum Code Technically or Deviations Requiring Limited Management Staff Time	150.00	Study
	150.00	Appeal



FEE DESCRIPTION	FEE	UNIT
G. BOARD OF EXAMINERS & APPEALS		
2 Grade II - Code Violations Found During Plan Checking or Field Inspection Requiring Field Review by Management	300.00	Item
3 Grade III - Appeals Regarding Code Requirements When Projects are Still in the Design Stage	750.00	Appeal
4 Grade IV - Dangerous Building Code and Appeals by Other City Departments	750.00	Appeal
5 Appeals Pursuant to URB Ordinance No. 11613 C.M.S., Sections 18-6.16 (B) - (F)	No Fee	
H. SITE PLAN REVIEW		
1 Site Plan Review	750.00	Plan
2 Parking Review (Basic Fee)	150.00	Plan
3 Surcharge		
a. 5-20 Parking Spaces	275.00	Plan
b. 21-40 Parking Spaces	328.00	Plan
c. 41-120 Parking Spaces	438.00	Plan
d. 121-300 Parking Spaces	547.00	Plan
e. 301 or More Parking Spaces	657.00	Plan
I. GEOLOGICAL REPORT REVIEW OR GEOLOGICAL REPORT WAIVER REVIEW AS REQUIRED BY OAKLAND MUNICIPAL CODE		
1 Geological Report Deposit	728.00 to 2,294.00	Estimate Cost of Geologist's Fee
a. Report Review	241.00	Report
b. Consultant Review Fee	Actual Cost	
2 Review of Waiver of Geological Report Requirements		
a. Letter of Waiver by Director of Public Works	307.00	Letter of Waiver
3 Comments and Advice Offered by City to State Mining and Geology Board and State Geologists as Part of a Waiver Investigation Pursuant to Chapter 7.5, Section 2623 of the Public Resources Code of the State of California	714.00	Waiver
J. MAKING BUILDING PLANS AVAILABLE FOR VIEWING AND/OR COPYING FROM ARCHIVES		
	29.00	Instance
K. PROCESSING REQUEST FOR HANDICAPPED EXCEPTION TO TITLE 24 REGULATION		
1 Grade I - Minimum Code Technically Requiring Limited Staff Time	150.00	Each
2 Grade II - Code Violation Requiring Field Review or Additional Staff Time	300.00	Each
3 Grade III - Appeals Regarding Code Requirements when Projects are in Design Stage	750.00	Appeal
L. DUPLICATE INSPECTION RECORD CARD		
1 Replace	0.75	Card



FEE DESCRIPTION	FEE	UNIT
L. DUPLICATE INSPECTION RECORD CARD		
2 Research	39.00	Instance
M. PROCESSING REQUEST FOR ALTERNATE MATERIALS OR METHOD OF CONSTRUCTION		
1 Grade I - Minimum Code Deviations Requiring Limited Staff Time	150.00	Request
2 Grade II - Code Violations Found During Plan Checking or Field Inspection		
a. First Two Requests	300.00	Request
b. Additional Request	550.00	Request
3 Grade III - Appeals Regarding Code Requirements When Projects are Still in the Design Stage		
a. First Two Requests	750.00	Request
b. Additional Request	1,100.00	Request
N. DRIVEWAY APPEALS		
1 Grade I - Minimum Code Deviations Requiring Limited Staff Time	150.00	Appeal
2 Grade II - Code Violations Found During Plan Checking or Field Inspection Requiring Field Review by Management	300.00	Appeal
3 Appeals for Projects in Design Stage	450.00	Appeal
4 Appeals to City Council	432.00	Appeal
O. PLAN CHECK FEE FOR DRIVEWAY PERMITS	74.00	Permit
P. PROCESSING FEE FOR DEMOLITION PERMITS	338.00	Permit
Q. PROCESSING FEE FOR TREE REMOVAL PERMITS		
1 Developed Property	45.00	Permit
2 Undeveloped Property	90.00	Permit
R. PROCESSING FEE FOR UTILITY COMPANY EXCAVATION PERMIT	113.00	Permit
S. EARTHQUAKE DAMAGE ASSESSMENT REVIEW (No Report Fee for Owner-Occupied Single Family Dwellings)		
1 Minor Report (Less Than 3 Hour Review)	750.00+61%	Report + Of Building Permit Fee
2 Major Report (3 Hour Review or Over)	3,000.00+61%	Report + Of Building Permit Fee
T. PLAN CHECK FEE FOR PLANNING PERMITS		
1 New Construction Up to \$200,000	145.00	Permit
2 New Construction Over \$200,001 Per Each \$100,000 Over \$200,000	73.00	Permit
3 New Construction Over \$200,002 Maximum Fee Not to Exceed	14,563.00	Permit
4 Additions/Alterations Over \$5,000	145.00	Permit



FEE DESCRIPTION	FEE	UNIT
U. MISCELLANEOUS ENGINEERING REVIEW		
1 Regular Operating Hours	110.00	Hour or Fraction of
2 Overtime	160.00	Hour or Fraction of
V. PLAN CHECK AND INSPECTION FOR SITE DEVELOPMENT NOT RELATED TO ANY OTHER REQUIRED PERMIT (EFFECTIVE JULY 30, 2002)		
1 Application Fee	58.00	Permit
2 Plan check and/or Inspection Fee During Regular Work Hours	95.00	Hour or Fraction of
COMMERCIAL & RESIDENTIAL LENDING		
A. COMMERCIAL LOAN APPLICATION PROCESSING FEE		
1 Micro Loan	50.00	Loan
2 Non-Micro Loan	55.00	Loan
3 Loan Service	110.00	Loan
4 Loan Closing	1.0%	Monthly Loan Payment
5 Late Payment	110.00	Application
	5.0%	Monthly Loan Payment After 10 Days
B. APPLICATION FEE REFUNDS PROCESSING COST		
	220.00	Refund + 1% of Payment Amount
C. LOAN INSPECTION FEE WHERE ALLOWED BY STATE OR FEDERAL LAW (PAYABLE ON CLOSING)		
	1.0%	Amount of Each Housing Development Loan Originated by City Staff
D. LOAN FEES		
1 Statement Fee	35.00	Loan
2 Reconveyance Fee	83.00	Loan
3 Loan Extension Fee	330.00	Loan
4 Subordination Fee	440.00	Loan
5 Closing Fees		Actual Cost
E. RESIDENTIAL LOAN PROCESSING/ORIGINATION/APPLICATION FEE		
1 203K	5.0%	Loan Amount
2 Title I	7.0%	Loan Amount
3 FTHB Loan Application Fee	220.00	Loan
4 HMIP Loan Application Fee	83.00	Loan
5 Loan Fee	1.0%	Loan Amount



FEE DESCRIPTION	FEE	UNIT
F. RESIDENTIAL LOAN SERVICING/MONITORING FEE	2.0%	Monthly Loan Repayment Amount
MISCELLANEOUS		
A. SERVICE FEE FOR PERMIT/LICENSE HANDBOOK	2.75	Handbook
B. DUPLICATION OF ANY DOCUMENTS		
1 Documents Routinely Produced in Multiple Copies for Distribution Such as Meeting Agendas and Related Materials	No Charge	
a. Twenty (20) or Fewer Pages	0.01	Page
b. Twenty-one (21) or More Pages	0.06	Page
2 Documents Not Routinely Produced in Multiple Copies for Distribution	Market Rate	
3 Documents Not Routinely Produced in Multiple Copies for Distribution, Sent to a Commercial Copier for Direct Billing to the Requester	Market Rate	
C. DIRECTORY OF OAKLAND BUSINESS		
1 Construction and Related	14.00	Directory
2 Manufacturers, Fabricators, and Processors	9.00	Directory
REAL ESTATE		
A. PROCESS FEE		
1 Administrative Processing Fee for Surplus Property (Planning Commission)	1,004.00	Parcel
2 Administrative Processing Fee for the Sale of Substandard Surplus City Parcels	1,505.00	Parcel
3 Legal Description, Preparation, and Review	Actual Cost	
4 Processing Fee for Code Compliance Litigation Guarantees - Residential Properties	94.00 or 10%	Report or of Actual Cost of Litigation Guarantee
5 Processing Fee for Code Compliance Litigation Guarantees - Commercial Properties	157.00 or 10%	Report or of Actual Cost of Litigation Guarantee
6 Processing Fee for Appraisals		
a. Residential Properties	343.00	Appraisal
b. Commercial Properties	572.00	Appraisal
7 Administrative Processing Fee for new telecommunication leases or licenses	1,650.00	Request
B. EASEMENT REVIEW FEE	1,255.00	Each
RESIDENTIAL RENT ADJUSTMENT		
A. SALES OF MATERIALS		
1 Copies	0.06	Page
2 Tapes	5.00	Each
3 Compact Disc	11.00	Each



FEE DESCRIPTION	FEE UNIT
B. RENT PROGRAM SERVICE FEE	
1 Annual Service Fee per Unit (Fees are due January 1 and delinquent March 1)	26.00 Unit
2 If paid within 30 days late, add 10% late fee. In addition add simple interest of 1% of the balance owed (Fee + late charges) per month or fraction of a month late	26.00 + 10% Unit
3 If paid within 60 days late, add 25%.	26.00 + 25% Unit
4 If paid after 60 days late, add 50%.	26.00 + 50% Unit
C. ELLIS ACT FEE	
1 Application fee to withdraw rental unit from rental market	275.00 Unit
WORKFORCE DEVELOPMENT	
A. PROCESS FEE	
1 Enterprise Zone Hiring Tax Credit Vouchers Processing Fee	44.00 Each
PLANNING & ZONING	
A. APPLICATIONS UNDER THE OAKLAND ZONING REGULATIONS (42511)	
1 Major Conditional Use Permit	1,505.00 Report
a. Site Area 15,000 Sq. Ft. or Less	2,530.00 Report
b. Site Area Over 15,000 Sq. Ft.	555.00 Report
c. Notification Fee: Major Conditional Use Permit	
2 Major Variance	1,505.00 Report
a. Site Area 15,000 Sq. Ft. or Less	2,530.00 Report
b. Site Area over 15,000 Sq. Ft.	555.00 Report
c. Notification Fee: Major Variance	
3 Rezoning	2,290.00 Report
a. Rezoning	710.00 Report
b. Notification Fee: Rezoning	
4 Planned Unit Development (Preliminary)	4,230.00 Report
a. Basic Fee	29.00 10,000 Sq. Ft.
b. Plus Per 10,000 Sq. Ft. of Site Area Over Four (4) Acres	0.02 Square Foot
c. Plus per Sq. Ft. of Floor Area	555.00 Report
d. Notification Fee: Planned Unit Development (Preliminary)	
5 Planned Unit Development (Final)	3,420.00 Report
a. Basic Fee	0.02 Square Foot
b. Plus per Sq. Ft. of Floor Area	555.00 Report
c. Notification Fee: Planned Unit Development: Final Planning Commission Action	
6 Minor Variance	831.00 Report
a. Except 1-2 Units Not Involving Building Envelope	296.00 Report
b. 1-2 Units Not Involving Building Envelope	



City of Oakland
Master Fee Schedule
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**COMMUNITY AND
 ECONOMIC DEVELOPMENT**

FEE DESCRIPTION **FEE UNIT**

A. APPLICATIONS UNDER THE OAKLAND ZONING REGULATIONS (42511)

6	<i>Minor Variance</i>		
c.	Notification Fee: Minor Variance	540.00	Report
7	<i>Minor Conditional Use Permit</i>		
a.	Except 1-2 Units Not Involving Building Envelope	831.00	Report
b.	1-2 Units Not Involving Building Envelope	296.00	Report
c.	Notification Fee: Minor Conditional Use Permit	540.00	Report
8	<i>Design Review</i>		
a.	Work Value \$150,000 or Less	832.00	Report
b.	Work Value Over \$150,000	2,193.00	Report
c.	Notification Fee: Design Review (Except for Landmarks) No Public Hearing	540.00	Report
d.	Notification Fee: Design Review (Except for Landmarks) with Public Hearing	555.00	Report
9	<i>Minor Design Review</i>	296.00	Report
10	<i>Special Residential Design Review</i>		
a.	New Construction	830.00	Report
b.	Additions and Alterations	433.00	Report
c.	Exemption Determination	150.00	Report
11	<i>R-36 ZONE DESIGN REVIEW</i>		
a.	Basic Fee - Work Value Over \$150,000	832.00	Report
b.	Notification Fee	555.00	Report
c.	Environmental Determination	150.00	Report
d.	Basic Fee - Work Value Under \$150,000	433.00	Report
12	<i>S-11 Site Development and Design Review</i>		
a.	Application Fees		
1	Review of Improvements to Existing Dwelling	864.00	Report
2	Addition Does Not Involve Building Envelope	433.00	Report
3	New Single Family Dwelling on a Single Lot	2,193.00	Report
4	Two New Single Family Dwellings on a Single Lot	4,096.00	Report
5	Three New Single Family Dwellings on a Single Lot	4,582.00	Report
6	Each Additional New Single Family Dwelling Over Three	250.00	Report
7	Review of Subdivision, Parcel Map or Community Driveway Proposal Devised to Serve Two New Single Family Dwellings	4,096.00	Report
8	Review of Subdivision, Parcel Map or Community Driveway Proposal Devised to Serve Three New Single Family Dwellings	4,678.00	Report
9	Review of Subdivision, Parcel Map or Community Driveway Proposal Devised to Serve Each New Single Family Dwellings Over Three	250.00	Report



City of Oakland
Master Fee Schedule
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**COMMUNITY AND
 ECONOMIC DEVELOPMENT**

FEE DESCRIPTION	FEE	UNIT
A. APPLICATIONS UNDER THE OAKLAND ZONING REGULATIONS (42511)		
12 S-11 Site Development and Design Review		
b. Special Fees		
1 North Oakland Hill Area Specific Plan Recovery Fee Per Dwelling	207.00	Report
2 S-11 Notice Publication Fee	64.00	Application
3 S-11 Special Mail Handling Fee	13.00	Application
c. Notification Fee: S-11 Site Development and Design		
1 Notification Fee: S-11 Site Development and Design	555.00	Report
2 No Public Hearing	555.00	Report
13 S-14 Expedited Design and Bulk Review		
a. New Construction	2,130.00	Report
b. Notification Fee: S-14 Design and Bulk Review (Additions and Alterations)	540.00	Report
c. Additions and Alterations	433.00	Report
d. Notification Fee: S-14 Design and Bulk Review (Additions and Alterations)	540.00	Report
e. Notification Fee: S-14 Administrative Review of Retaining Walls	225.00	Report
f. Exemption Determination	150.00	Report
14 Development Agreement		
a. Notification Fee: Development Agreement	710.00	Report
b. Development Agreement	7,555.00	Report
15 Development Agreement: Annual Review		
	2,287.00	Report
16 Appeals		
a. Administrative Appeal	494.00	Report
b. To City Planning Commission (CPC)	225.00	Appeal
c. To City Council	225.00	Appeal
d. Billboard Amortization	350.00	Appeal
e. Notification Fee: Appeals to Planning Commission	370.00	Report
f. Notification Fee: Appeals to City Council	370.00	Report
17 Requests		
a. For Extension of Time	236.00	Request
b. For Discretionary Waiver	110.00	Request
c. For Reduction of Off-Street Parking Requirements	110.00	Request
d. For CPC Reconsideration of Conditions of Approval	238.00	Request
	22.00	Report
18 Business Tax Certificate		
19 General Plan Amendment		
a. Notification Fee: Request for General Plan Amendment	555.00	Report
b. General Plan Amendment	2,220.00	Report



FEE DESCRIPTION	FEE	UNIT
A. APPLICATIONS UNDER THE OAKLAND ZONING REGULATIONS (42511)		
20 <i>Illegal Activity or Facility</i>	Double Fees	
21 <i>Application Notification Fee</i>	555.55	Report
a. Major Conditional Use Permit	555.00	Report
b. Major Variance	710.00	Report
c. Rezoning	710.00	Report
d. Development Agreement	555.00	Report
e. Tentative Map	555.00	Report
f. Request for General Plan Amendment	443.00	Report
g. Private Access Easement	473.00	Report
h. Minor Variance	473.00	Report
i. Minor Conditional Use Permit	370.00	Report
j. Appeals to City Council	370.00	Report
k. Request for Environmental Review	540.00	Report
l. Parcel Map	555.00	Report
m. Planned Unit Development: Preliminary Planning Commission Action	555.00	Report
n. Planned Unit Development: Final Planning Commission Action	555.00	Report
o. S-11 Site Development and Design Review: No Public Hearing	555.00	Report
p. S-11 Site Development and Design	370.00	Report
q. Appeals to Planning Commission	540.00	Report
r. Design Review (Except for Landmarks) No Public Hearing	555.00	Report
s. Design Review (Except for Landmarks) with Public Hearing	370.00	Report
t. Challenge to Negative Declaration	370.00	Report
u. Appeal of Director's Determination that EIR is Required	540.00	Report
v. S-14 Design and Bulk Review (New Construction)	540.00	Report
w. S-14 Design and Bulk Review (Additions and Alterations)	225.00	Report
x. S-14 Administrative Review of Retaining Walls		
B. APPLICATIONS UNDER THE OAKLAND SUBDIVISION REGULATIONS (42512)		
1 <i>Tentative Map (In Connection with Planned Unit Development or Use Permit)</i>	4,150.00	Report
2 <i>All Other Tentative Maps (Other than Condominium Conversions)</i>		
a. Basic Fee	4,105.00	Report
b. Surcharge (Per Lot)	75.00	Lot
3 <i>Private Access Easement</i>		
a. Notification Fee Private Access Easement	443.00	Report
b. Private Access Easement	2,007.00	Report



FEE DESCRIPTION	FEE	UNIT
B. APPLICATIONS UNDER THE OAKLAND SUBDIVISION REGULATIONS (42512)		
4 Tentative Parcel Map	1,940.00	Report
5 Parcel Map Waiver	580.00	Report
6 Condominium Conversion: Parcel Map	2,353.00	Report
7 Condominium Conversion: Tentative Map	4,256.00	Report
8 Request for Extension of Time Limits	225.00	Report
9 Application Notification Fee		
a. Tentative Map	555.00	Report
b. Parcel Map	540.00	Report
G. REQUEST FOR ENVIRONMENTAL IMPACT ASSESSMENT (42513)		
1 Request for Environmental Determination (If Project is Exempt)		
a. Standard Exemption such as 15301 and other exemption not requiring findings	150.00	Exemption Determination
b. Request for Environmental Review (If Project is exempt under California Code 15280, 15332, or other Exemption Requiring Findings)	555.00	Exemption Determination
c. Request for Environmental Review (If Project is exempt but requires analysis and/or findings equivalent to an initial study)	Greater of \$1,100 or 25% of consultant fee	Exemption Determination
2 Request for Environmental Review (If Project is Not Exempt)		
a. Request for Environmental Review (If Project is Not Exempt)	Greater of \$1,100 or 25% of consultant fee	Initial Study
b. Notification Fee: Request for Environmental Review	370.00	Report
3 Environmental Review Processing Fee-EIR	25%	EIR Consultant Fee, Minimum of \$10,400
4 Challenge or Appeal of any Environmental Determination		
a. To City Planning Commission	425.00	Appeal
b. To City Council	425.00	Appeal
c. Notification Fee: Challenge to Negative Declaration	370.00	Report
d. Notification Fee: Appeal of Director's Determination that EIR is Required	370.00	Report
5 Request for Notification for Environmental Determination/Review/Challenge/Appeal (Nos. 2, 3, and 4 Above)	370.00	Notification
6 Mitigation Monitoring	\$555.00 plus deposit based on 77.00 hour for estimated time during construction	Measure
7 Environmental Impact Data Collection, if EIR required	6,275.00	Report



City of Oakland
Master Fee Schedule
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**COMMUNITY AND
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FEE DESCRIPTION	FEE	UNIT
D. REQUEST FOR GENERAL PLAN (45519)	487.00	Request
E. SUBDIVISION REGULATIONS (45519)	10.00	Each
F. RETROFIT RIGHT PUBLICATION (cost per book) (45519)		
1 Retail (1-4 Copies)	15.00	Each
2 Wholesale (5-39 Copies)	11.00	Each
3 Wholesale (40-119 Copies)	10.00	Each
4 Wholesale (120+ Copies)	9.00	Each
G. PLANNING COMMISSION AGENDA (45519)		
1 Private Subscription	35.00	Subscription/Year
H. OTHER PRINTED MATERIALS SPECIFICALLY REPRODUCED IN QUANTITY SUCH AS CENSUS ANALYSES AND OTHER INFORMATION DOCUMENTS	Actual Cost Rounded to the Next Dollar (\$2 Minimum)	
I. PLANNING COMMISSION MINUTES (45519)		
1 Audio/Cassette Duplication		
a. Cassettes	2.00	Each
2 Private Subscription	52.00	Year
J. CONDOMINIUM CONVERSION INFORMATION PACKAGE DOCUMENT (45519)	10.00	Package
K. ANNEXATION FEE (42511)		
1 Five (5) Acres or Less		
a. Application Fee	585.00	Application
b. Additional Fees	90.00	Hour
2 Greater Than Five (5) Acres	15,694.00	Application
3 LAFCO Application Fee (for County)	3,318.00	Application
4 Additional Fee Subsequent to LAFCO Determination	100.00	Hour
L. PLAN CHECKING AND/OR PROCESSING OF APPLICATION FOR A PERMIT REQUIRED BY OAKLAND ZONING REGULATION, SUBDIVISION REGULATIONS, AND/OR ENVIRONMENTAL REVIEW		
1 Consultation Services Requested or Preliminary Plan Review (One Hour Minimum)	110.00	Hour
a. Consultation Services Requested or Preliminary Plan Review	\$200.00 plus 77.00/hour over 3 hours	Each
b. Consultation Services Requested or Prelim. Plan Review for Major Projects	1,110.00	Each
2 Additional Plan Checking and/or Processing Required Due to Plan Deficiencies or Changes (One Two Hour Minimum)	75.00	Hour
3 Consultation Services or Plan Review Requested Outside Normal Hours (One Two Hour Minimum)	143.00	Hour



FEE DESCRIPTION	FEE UNIT
L. PLAN CHECKING AND/OR PROCESSING OF APPLICATION FOR A PERMIT REQUIRED BY OAKLAND ZONING REGULATION, SUBDIVISION REGULATIONS, AND/OR ENVIRONMENTAL REVIEW	
4 Major Projects contract services for permit review, plan check, environmental review and/or mitigation monitoring	
a. Associated fixed fees may be reduced by the City Manager provided that all City costs are covered	Actual Cost
M. WRITTEN DETERMINATION BY ZONING ADMINISTRATOR (Half-hour Minimum)	154.00 Hour
N. ZONING CONFIRMATION LETTER	
1 Standard - No Research Required	22.00 Each
2 Research Required	77.00 Hour

EXHIBIT C PHASING SCHEDULE

Project Phasing

OHP has proposed that the project be constructed in four phases over a period of approximately 14 years: 2008 to 2022 which are likely to occur sequentially, however, they may move forward concurrently or out of sequence as conditions require.

Phase I: Parcels A, B, C, F, G

This phase will involve at a minimum for Parcels A, B, C, F, and G a) demolition and remediation, b) onsite improvements, c) offsite improvements and d) completion timeframes and conditions.

- a) Demolition and Remediation;
 - i. Demolition of approximately 88,000 square foot of manufacturing, storage, 78,400 square foot warehouse building, approximately 160,000 square feet of the Ninth Avenue Terminal Shed Building, and approximately 120,000 square feet of timber supported pier structure.
 - ii. Implementation of the site remediation plan under the regulatory oversight of the California State Department of Substance Control (DTSC).
- b) Onsite Improvements;
 - i. Construction of a portion of Shoreline Park to the south of parcels A, B, C and D including all landscaping, pier renovation, tree removal and installation, bike paths, pedestrian walk ways, bay trail connections, and shoreline improvements.
 - ii. Renovation of a minimum of 20,000 square of the existing 9th Avenue Terminal Shed Building as a mixed use commercial/cultural resource building.
 - iii. Site improvements including grading, underground wet and dry utility installation, construction of streets, bike paths, pedestrian trails, bay trail connections, sidewalks, street trees and landscaping.
 - iv. Installation of a temporary eight foot wide asphalt bay trail for phase II and phase III
- c) Offsite Improvements;
 - i. Removal of existing street section, sidewalks and landscaping of the Embarcadero from the South Bound On-Ramp to I-880 at 10th Avenue to 5th Avenue.
 - ii. Widening of the Embarcadero from the South Bound On-Ramp to I-880 at 10th Avenue to 5th Avenue including construction of street section, medians, traffic signals, sidewalks, bike trails, street trees and landscaping
 - iii. Installation of wet and dry underground utilities fronting the project on the project side of Embarcadero

All offsite mitigation measures and conditions as required for the development of this phase. The reconstruction of Embarcadero includes demolition of the existing street section and under grounding utilities.

- d) Completion Time frames;
 - i. Completed of Phase I park improvements prior to the issuance of a certificate of occupancy for the 550th residential unit for the project or five (5) years from the issuance of the first building permit for Phase I.

Phase Ia: Demolition of Cash and Carry Building and Remediation of Estuary Park Peninsula

This phase involves demolition of the Cash and Carry warehouse and Remediation of Estuary Park Peninsula, comprising the entirety of the area depicted as Phase Ia on the Phasing Plan attached as Exhibit C-1.

- a) Demolition and Remediation;
 - i. Demolition of approximately of a 78,400 square foot warehouse building.
 - ii. Implementation of the site remediation plan under the regulatory oversight of the California State Department of Substance Control (DTSC).
- b) Completion Time frames;
 - a. Completed of Phase I park improvements prior to the issuance of a certificate of occupancy for the 550th residential unit for the project or five (5) years from the issuance of the first building permit for Phase I.

Phase II: Parcels D, E, H, and J

This phase will involve at a minimum a) remediation, b) onsite improvements, c) offsite improvements and d) completion timeframes and conditions.

- 1. Remediation:
 - i. Implementation of the site remediation plan under the regulatory oversight of the California State Department of Substance Control (DTSC).
- 2. Onsite Improvements:
 - i. Construction of the remainder of Shoreline Park and Clinton Basin Quay including all landscaping, tree removal and installation, bike paths, pedestrian walk ways, bay trail connections, and shoreline improvements.
 - ii. Site improvements including grading, underground wet and dry utility installation, construction of streets, bike paths, pedestrian trails, bay trail connections, sidewalks, street trees and landscaping.
- 3. Offsite Improvements:
 - i. Removal of existing street section, sidewalks and landscaping
 - ii. Widening of the Embarcadero from 5th Avenue to the existing Embarcadero Bridge including construction of street section, medians, traffic signals, sidewalks, bike trails, street trees and landscaping
 - iii. Installation of wet and dry underground utilities fronting the project on the project side of Embarcadero
 - iv. All offsite mitigation measures and conditions as required for the development of this phase.

4. **Completion Time frames:**

- i. Completed of Phase II park improvements prior to the issuance of a certificate of occupancy for the 1,650th residential unit for the project or eight (8) years from the issuance of the first building permit for Phase I.

Phase III: Parcels K and L.

This phase will involve at a minimum a) demolition and remediation, b) onsite improvements, c) offsite improvements and d) completion timeframes and conditions.

a) **Demolition and Remediation:**

- i. Demolition of approximately 46,000 square feet of marine, storage, service, manufacturing, and industrial uses.
- ii. Implementation of the site remediation plan under the regulatory oversight of the California State Department of Substance Control (DTSC).

b) **Onsite Improvements:**

- i. Construction of the South Park including all landscaping, tree removal and installation, bike paths, pedestrian walk ways, bay trail connections, and shoreline improvements.
- ii. Site improvements including grading, underground wet and dry utility installation, construction of streets, bike paths, pedestrian trails, bay trail connections, sidewalks, street trees and landscaping.

c) **Offsite Improvements:**

- i. All offsite mitigation measures and conditions as required for the development of this phase

d) **Completion Time frames:**

- i. Completed of Phase III park improvements prior to the issuance of a certificate of occupancy for the 2,340th residential unit for the project or eleven (11) years from the issuance of the first building permit for Phase I.

Phase IV: Parcel M

This phase will involve at a minimum a) demolition and remediation, b) onsite improvements, c) offsite improvements and d) completion timeframes and conditions.

a) **Demolition and Remediation:**

- i. Demolition of onsite structures.
- ii. Implementation of the site remediation plan under the regulatory oversight of the California State Department of Substance Control (DTSC).

b) **Onsite Improvements:**

- ii. Construction of Channel Park including all landscaping, tree removal and installation, bike paths, pedestrian walk ways, bay trail connections, and shoreline improvements.
- iii. Site improvements including grading, underground wet and dry utility installation, construction of streets, bike paths, pedestrian trails, bay trail connections, sidewalks, street trees and landscaping.
- iv. Installation of a temporary bay trail upon termination/expiration of the Berkeley Ready Mix lease, but no earlier than June 1, 2016

- c) Offsite Improvements:
 - i. All offsite mitigation measures and conditions as required for the development of this phase.
- d) Completion Time frames;
 - i. Completed of Phase IV park improvements prior to the issuance of a certificate of occupancy for the 2,800th residential unit for the project or fourteen (14) years from the issuance of the first building permit for Phase I.

EXHIBIT D

PUBLIC OPEN SPACE ACQUISITION/HAZARDOUS MATERIALS

EXHIBIT D

PUBLIC OPEN SPACE ACQUISITION/HAZARDOUS MATERIALS

1. Definitions

- A. **"AB 389 Agreement"** refers to any agreement entered into with an Environmental Regulatory Agency under the California Land Reuse and Revitalization Act of 2004. (Cal. Health & Safety Code, Chapter 6.82, section 25395.60 *et seq.*)
- B. **"Closed" or "Closure"** refers to the issuance of a "No Further Action" letter or other equivalent written determination from the appropriate Environmental Regulatory Agency confirming the completion of the Remediation (including any required groundwater monitoring) with respect to all or any identified portion of the Development Parcels or Public Open Space.
- C. **"DTSC"** refers to the California Department of Toxic Substances Control and any successor regulatory agency charged with overseeing the clean up of contaminated properties.
- D. **"Environmental Data"** means work plans, sampling results, laboratory results, analysis, reports, QAQC forms, field notes, chromatograms, response plans, Removal Action Plans, Remedial Action Plans, corrective action plans and all results thereof, whether in draft or in final form, including without limitation, electronic data, handwritten notes, and typewritten materials.
- E. **"Environmental Laws"** means any and all federal, state and local, statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response,

EXHIBIT D

Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health and Safety Code, Section 25300 et seq.).

- F. "Environmental Regulatory Agency" means any governmental agency with jurisdiction over the clean up of environmentally impaired properties and the protection of human health, the environment, plant and animal habitat, or water resources, and any successor Environmental Regulatory Agency.
- G. "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "acutely hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance"

EXHIBIT D

under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, petroleum based products and petroleum additives and derived substances, (vi) asbestos and lead based paint, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., (xii) methyl-tertiary butyl ether, (xiii) mold, fungi, viruses and bacterial matter, or (xiv) any other toxic substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to human health or the environment.

H. "Parcel N" means that portion of the Project Site identified in Exhibit D-1 attached hereto and incorporated herein.

I. "RWQCB" means the California Regional Water Quality Control Board, San Francisco Bay Region or any successor agency authorized to oversee

EXHIBIT D

clean up of contaminated properties and charged with the protection of water resources.

J. "Remediate," "Remediation" or "Remedial Action" shall have the same meaning as those terms are defined in 42 USC section 9601(24), except that as used in this context, these terms apply to the clean up of Hazardous Materials defined above.

K. "Removal" or "Removal Action" shall have the same meaning as those terms are defined in 42 USC section 9601(23), except that as used in this context, these terms apply to the removal of Hazardous Materials defined above.

2. **Developer and City to Cooperate**

A. City to rely on Developer's Environmental Data. Developer has hired environmental consultants or contractors to conduct Phase I and Phase II Environmental Site Assessments and will engage environmental consultants or contractors to perform Removal or Remedial Actions. City shall be able to rely on all Environmental Data prepared or to be prepared by or on behalf of Developer to the same extent that Developer can rely on such data and all Environmental Data shall specifically state that the City can rely on such information. Notwithstanding the above, however, City may rely on any Environmental Data to the extent it is used as a basis for the satisfaction of Developer's obligations in the Development Agreement and this Exhibit D, regardless whether Developer can rely on that Environmental Data, and such Environmental Data shall explicitly state that the City may rely on such information.

B. Standard of Care for All Appropriate Inquiries. Developer shall require in its contracts with environmental consultants involved in the assessment or investigation of Hazardous Materials located on the Development Parcels and the Public Open Space that the performance of such consultant's work shall

EXHIBIT D

satisfy or meet (as applicable) the requirements of all appropriate inquiry into the previous ownership and uses of the Public Open Space and the Development Parcels, consistent with the Code of Federal Regulations, part 312 or ASTM 1527-05, in an effort to minimize the Parties' liability and in order to qualify as a Bona Fide Prospective Purchaser under 42 USC section 9601(40) or for the Innocent Landowner defense under 42 USC sections 9607(b)(3) and 9601(35), or a Contiguous Landowner.

- C. City to hire Environmental Consultant. City shall, at Developer's expense, hire an independent environmental consultant of City's choosing to review the Environmental Data, to assist in identifying data gaps, to participate in meetings with Environmental Regulatory Agencies, to advise the City and to perform any additional functions related to the Remediation of the Project Site that the City may identify at a later date. Developer's obligations to fund such consultant shall terminate with respect to any portion of the Public Open Space that has been Closed.
- D. Developer to Provide Environmental Data to City. Developer shall provide copies of all Environmental Data to City immediately upon receipt by Developer. Such copies shall be submitted to the Director of City Planning or his/her designee.
- E. City to Review all Draft Reports and Work Plans. Developer shall make all draft reports and work plans available to City for review and comment at least seven (7) business days prior to submitting any such reports or work plans to any Environmental Regulatory Agency. City shall review and respond to Developer with comments or questions within a reasonable period of time. To the extent City is legally able, it will keep Environmental Data confidential prior to its submission to an Environmental Regulatory Agency.
- F. City to Participate in Meetings with Environmental Regulatory Agencies. City shall be included in all communications with any Environmental

EXHIBIT D

Regulatory Agency regarding the Project Site. Developer shall give City reasonable notice of all such phone calls and meetings so that City may participate.

- G. **Liability Limiting Tools.** Developer intends to enter into an AB 389 Agreement with DTSC for the Development Parcels, and if possible the Public Open Space. Developer will cooperate with City to obtain the same or similar protections for the City on the Public Open Space as the Developer will receive through an AB 389 Agreement. City may employ one or more liability limiting tools. Developer agrees to work reasonably with City and to modify its Removal or Remedial Action Plans, the timeline or the implementation method in order to allow City to take advantage of any liability limiting tools available given the intended deal structure (whereby the City takes title to the Public Open Space in an un-Remediated condition and the Developer Remediates such property per the Phasing Schedule in Exhibit C to the Development Agreement). Developer may participate in meetings with the Environmental Regulatory Agencies wherein liability limiting tools for the City will be discussed.
3. **Developer's Duty to Remediate.** Developer shall Remediate, at its sole cost and expense, all Hazardous Materials on, in, below or about the Public Open Space and those portions of the Project Site identified on Exhibit D-2, attached hereto, that are to be or are developed as rights-of-way and are subject to the Tidelands Trust restriction (the "POS Access"). Developer will Remediate the Public Open Space and the POS Access according to the Phasing Schedule in Exhibit C to the Development Agreement. Developer shall expeditiously complete any additional environmental investigation necessary to fill any data gaps. Subject to the provisions of Exhibit N to the Development Agreement requiring Developer to provide public access to the Temporary Bay Trail, Developer shall be responsible for securing any unoccupied portion of the Public Open Space prior to and during

EXHIBIT D

the Remediation, including without limitation providing adequate fencing and signage. Notwithstanding the Phasing Schedule in Exhibit C to the Development Agreement, if any Environmental Regulatory Agency issues any order, directive or notice that any part of the Public Open Space requires clean up, then Developer will Remediate those areas or releases that are the subject of the Environmental Regulatory Agency's directive, order or notice in compliance with the Environmental Regulatory Agency's timeline. For the purposes of this Development Agreement, Developer shall be deemed to have completed the Remediation upon receipt of a Closure from the appropriate Environmental Regulatory Agency.

- A. Developer to Keep City Informed. Representatives of Developer will regularly meet and consult with City regarding the environmental investigation or the Removal or Remedial Action implementation and the status and results thereof and will submit written and verbal reports to City to the extent necessary to keep City fully informed on the status of the clean up.
- B. Standard of Care. Developer shall perform the cleanup hereunder in strict compliance with applicable federal, State and local laws and regulations. Developer represents and warrants that it shall clean up the Public Open Space in accordance with generally accepted professional practices and standards for environmental Remediation.
- C. Cleanup Levels. The Development Parcels and the Public Open Space shall be Remediated to levels protective of human health, the environment and water resources (both surfacewater and groundwater).
- D. Financial Assurance. Developer shall provide the following financial assurance to secure the Remediation of the Public Open Space in the event of Developer's default of Developer's obligation to Remediate the Public Open Space (the "Secured Remediation Funds"):

EXHIBIT D

1. Timing. The Secured Remediation Funds shall be in place prior to transfer of the Public Open Space to the City.
2. Initial Amount:
 - a. For any portion of the Remediation insured by a Cost Cap Policy: Developer shall provide Secured Remediation Funds in an amount equal to the total complete cost of any additional environmental investigation necessary plus the Remediation costs up to the attachment point of the Cost Cap Policy, plus the premium amount for any insurance policy including without limitation, the Pollution Legal Liability insurance unless the premium has already been paid and the policy is already in place for the full 20-year term and the amount of any deductible under the Pollution Legal Liability Policy.
 - b. For any portion of the Remediation not insured by a Cost Cap Policy: Developer shall provide Secured Remediation Funds in an amount equal to 125% of the estimated cost to implement such Remediation (which estimate shall be prepared by Developer's consultant and reasonably approved by the City). To the extent that the initial estimate is not based on an approved Removal or Remedial Action Plan, the City and the Developer shall revise the estimate (and corresponding portion of the Secured Remediation Funds) to incorporate any subsequently approved Removal or Remedial Action Plan.
 - c. The Secured Remediation Funds shall be for the benefit of the City and the State of California, acting by and through its States Lands Commission ("SLC"). The City and Developer agree that the City shall have the first priority for the use of the Secured Remediation Funds and Developer will take all necessary steps to provide the City first priority, including, without limitation, using its best efforts to

EXHIBIT D

incorporate the City's first priority right in to the Exchange Agreement with SLC, and filing necessary UCC 1 forms. In the event that SLC refuses to incorporate this right of priority into the Exchange Agreement, then the amounts set forth in subsections (a) and (b) shall be increased by 25%.

3. Adjustment of the Secured Remediation Funds.
 - a. Annual Increases. Developer shall increase the amount of Secured Remediation Funds by a percentage equal to the increase in the Engineering News Record Construction Cost Index or the R.S. Means Cost Estimation Manual, or an equivalent index (if the two preceding indices no longer exist), over the preceding year, which increase shall occur on the anniversary of the original posting of the Secured Remediation Funds. In the event the two construction indices record different rates of increase, the R.S. Means Cost Estimation Manual index rate shall control.
 - b. Decreases. For any portion of the Public Open Space that has been Closed, Developer shall be entitled to reduce the amount of the Secured Remediation Funds by the estimate used to calculate the original amount of the Secured Remediation Funds necessary to obtain Closure. In the event Developer desires to reduce the amount of the Secured Remediation Funds prior to Closure, Developer shall provide the City with copies of contracts, invoices and cancelled checks showing payment for the Remediation. The City may, in its sole and absolute discretion, authorize a reduction in Secured Remediation Funds in an amount up to ninety percent (90%) of the costs incurred by Developer. Developer may not request a reduction in Secured Remediation Funds more than once each year.

EXHIBIT D

4. Form. City in its sole discretion shall have the right to approve the allowable forms of the Secured Remediation Funds and will do so prior to the expiration of the Due Diligence Period, but in no event will the Secured Remediation Funds include personal or corporate guarantees. The form of the Secured Remediation Funds shall expressly state that the use of such funds is the environmental investigation and Remediation of the Public Open Space and City may access the Secured Remediation Funds for such purposes as necessary. The City Administrator or his/her designee is hereby authorized to approve or disapprove the forms of the Secured Remediation Funds and insurance policies or secured funds alternative thereto pursuant to Section 5 below.
5. Assignment of Claims. In the event of Developer's default of its Remediation obligations, Developer assigns all rights and claims Developer has or may have in the future against any party liable or potentially liable party under any statutory or common law for the costs of cleanup of the Public Open Space, Parcel N and the Affordable Housing Parcels including all rights Developer has or may have under the California Underground Storage Tank Cleanup Fund or any successor program for funding the clean up of Hazardous Materials from underground storage tanks. The assignment regarding the Affordable Housing Parcels shall be contingent upon the Agency's acquisition of such property. In the event of Developer's default on its obligations to obtain a Closure of the Public Open Space, City shall have the right, but not the obligation, to Remediate the Public Open Space.

E. Issuance of a Building Permit and Certificate of Occupancy for Development Parcels.

1. Building Permit. Prior to requesting a building permit for any Development Parcel, Developer shall deliver to the City written confirmation

EXHIBIT D

from the Environmental Regulatory Agency that (i) the Removal Action or Remedial Action is complete, except that monitoring may still be required; and (ii) the Development Parcel is safe for development and occupancy. Prior to the issuance of a building permit, the City shall have the right, but not the obligation, to review and approve the Environmental Regulatory Agency's determination. Notwithstanding the foregoing, if City disagrees with a determination by the Environmental Regulatory Agency that the Development Parcels have been cleaned up appropriately, City may withhold issuance of the building permit and either party may initiate the Dispute Resolution process described in Section 10 of this Exhibit D.

2. Certificate of Occupancy. Prior to the issuance of a Certificate of Occupancy, the City may confirm or require confirmation that all engineering and institutional controls required by the Remedial or Removal Action Plan have been installed or implemented as a condition to the issuance of a Certificate of Occupancy

4. **Due Diligence and Right to Refuse Dedication.** City shall have the right to investigate the condition of the Public Open Space ("Due Diligence"), including without limitation, its environmental condition and the Developer's intended Remediation Plan. City shall conduct its Due Diligence prior to November 1, 2006 ("Due Diligence Period"); provided, however, that the City may request a thirty day extension, which request shall not be unreasonably denied by Developer. Notwithstanding the above, or anything to the contrary in this Exhibit D or the Development Agreement, City may, in its sole and absolute discretion, refuse to accept the transfer of the Public Open Space to the City prior to the expiration of the Due Diligence Period. The City Administrator or his/her designee is hereby authorized to determine whether or not the City should

EXHIBIT D

approve the acceptance of the Public Open Space during the Due Diligence Period.

5. **Environmental Insurance.** Prior to the transfer of title to the Public Open Space to City, Developer will provide **Pollution Legal Liability Insurance and Cost Cap Insurance**, or sufficient evidence of its ability to obtain adequate **Cost Cap Insurance**, in the amounts and on the terms identified in Sections 5.A. and 5.B. below. The Environmental Insurance shall provide coverage for Developer's environmental Indemnity obligations in this Development Agreement and in all other contracts or agreements in which Developer Indemnifies City related to the Project Site. Developer agrees to work jointly with City or its insurance brokers in negotiating the terms of the insurance policies that are reasonably acceptable to City.

- A. Pollution Legal Liability Insurance. Developer shall purchase pollution legal liability insurance, naming Developer and City, SLC and the Port as insureds and meeting the requirements of Section 5.2.5 of the Development Agreement, to commence upon City's taking title to the Public Open Space, covering liability arising out of known, unknown and pre-existing pollution conditions, seeking damages for bodily injury, property damage, environmental investigation or Remediation. The insurance shall also cover any Developer actions that may discover or exacerbate a previously unknown release of Hazardous Materials. Such Pollution Legal Liability Insurance shall be issued with a deductible or retention of not more than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence and indemnity limits for each occurrence or in the aggregate equal to the greater of (a) Twenty Million Dollars (\$20,000,000) or (b) such amount as may be obtained for a premium of One Million Five Hundred Thousand Dollars (\$1,500,000.000). The term of any Pollution Legal Liability Policy shall be for at least twenty (20) years, but may be in the form of a single policy with a term of at least

EXHIBIT D

twenty (20) years or in two consecutive policies with terms of at least ten (10) years each as long as coverage is continuous and the policy terms are not materially different. The remaining terms of the Pollution Legal Liability Policy shall be subject to the City's approval, which approval shall not be unreasonably withheld. Further, Developer shall obtain a form following excess insurance policy for the sole benefit of the City in an amount equal to Three Million Dollars (\$3,000,000.00). The parties agree that the City shall have the right to purchase additional excess insurance or co-insurance at its sole discretion and expense and Developer will cooperate with City, and if necessary, assist City in obtaining such excess insurance or co-insurance.

B. Cost Cap Insurance. Developer agrees to provide a Remediation Cost Cap Insurance policy(ies) for the Remediation of the Public Open Space with limits of at least one hundred percent (100%) above the anticipated remediation costs for the Public Open Space under an approved Removal or Remedial Action Plan or equivalent cleanup plans. Such policy(ies) shall be in place for the term required to obtain Closure. The remaining terms of the Cost Cap Policy shall be subject to the City's approval, which approval shall not be unreasonably withheld. Developer, City, SLC and the Port shall either be a named insured or shall be an additional insured under the policy(ies) and shall provide that the insurance may be tendered by and the proceeds provided to City should City be conducting the Remediation efforts, either voluntarily or by reason of Developer's default. The parties agree that the Cost Cap Policy required under this Section 5.B may be combined with any Cost Cap Policy for the Remediation of the Development Parcels, but such combination shall not reduce the indemnity limits required hereunder.

C. Secured Funds Alternative. In the event that Developer is unable to obtain or the Parties are unable to agree upon the form of the insurance policies required in Sections 5.A and 5.B, above, Developer shall provide secured

EXHIBIT D

funds as an alternative. The amount, term and uses of the secured funds shall conform to the insurance being replaced thereby. The allowable forms of the secured funds shall be identical to the Secured Remediation Funds in Section 3.D.4.

6. **Environmental Indemnity.** Until a Closure or no further action letter is issued by the appropriate Environmental Regulatory Agency, Developer will indemnify, protect, defend (with counsel satisfactory to the Indemnitees), and hold the Indemnitees harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage, toxic tort liability suits or any claims by any agency, employee, invitee guest, vendee or tenant), actions, administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including without limitation sums paid in settlements of claims), interest, or Losses, including without limitation reasonable attorneys' and paralegals' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), reasonable consultant fees, and expert fees, together with all other reasonable costs and expenses of any kind or nature (collectively, the "Costs") that arise (a) prior to the later to occur of (i) Closure or (ii) the date the Public Open Space is operational as a public park and the Public Improvements located thereon have been accepted by the City, and (b) directly or indirectly from or in connection with the presence, suspected presence, release, or suspected release of any Hazardous Materials in, on or under the Project Site or in or into the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under or within the Project Site, or any portion thereof, resulting from (1) any activity of Developer, including without limitation construction releases; (2) Developer's failure to secure the Public Open Space pursuant to Section 3 of this Exhibit D; or (3) any previous uses of the Project Site. The Indemnification provided in this

EXHIBIT D

Section 6 shall specifically apply to and include claims or actions brought by or on behalf of employees of Developer or Developer's agents, contractors or subcontractors. In the event the Indemnitees shall suffer or incur any such Costs or Losses, the Developer shall pay to the Indemnitees the total of all such Costs suffered or incurred by the Indemnitees upon demand therefore by the Indemnitees. Notwithstanding anything to the contrary in this Agreement, Developer's Indemnity shall not apply to any claims, Costs or Losses arising solely from the Indemnitees' gross negligence or willful misconduct. The Parties agree that Developer may obtain Closure on a Phase by Phase, sub-Phase by sub-Phase or parcel by parcel basis.

7. **Termination.** In the event that (a) the City elects not to approve the acceptance of the Public Open Space during the Due Diligence Period, (b) Developer fails to post the Secured Remediation Funds in accordance with Section 3.D, or (c) Developer is (i) unable to obtain the insurance policies required under Sections 5.A and 5.B, above, and (ii) fails to post the secured funds alternatives set forth in Section 5.C, above, the parties shall meet and confer to discuss alternatives acceptable to the parties. In the event the parties are unable to agree upon such alternative, then either party may terminate this Agreement in accordance with Article 11 of the Development Agreement. Notwithstanding anything to the contrary in this Development Agreement, in the event the City elects not to accept title to the Public Open Space or in the event Developer fails (a) to Remediate the Development Parcels, excluding the POS Access pursuant to Section 3.C, above; (b) to post the Secured Remediation Funds in accordance with Section 3.D, above; (c) or Developer is (i) unable to obtain the insurance policies required under Sections 5.A and 5.B, above, and (ii) fails to post the secured funds alternatives set forth in Section 5.C, above, and the parties meet and confer and cannot agree on acceptable alternative(s), then the parties' sole and exclusive remedy is Termination of this Development Agreement.

EXHIBIT D

8. **Right of Entry.** City grants to Developer a non-exclusive and revocable license to enter upon those portions of the Public Open Space not covered under the lease provisions in Section 4.3 of the Development Agreement for the purpose of conducting environmental investigation and completing Developer's Remediation obligations in this Exhibit D and in the Development Agreement in accordance with the following terms and conditions:

- A. Developer will agree to split any samples that are taken of environmental media on the Public Open Space and the POS Access, if requested by City. Developer agrees that City's representative or environmental consultant may be present during any environmental investigation or Removal or Remedial work.
- B. Developer will permit only licensed and responsible consultants, contractors or other responsible individuals or consultants to enter upon the Public Open Space.
- C. Developer will assume full responsibility for proper characterization, manifesting, storage and disposal of any materials or wastes generated as a result of Developer's environmental investigation, Removal or Remedial Actions.
- D. Developer agrees, and will require its agents, consultants, employees and contractors, to agree to comply with all applicable laws, regulations, rules and permits pertaining to the Public Open Space, including, but not limited to, the Occupational Health and Safety Act and all applicable Environmental Laws, health and safety laws and regulations, whether federal, state or local. City will be a third-party beneficiary of such agreements with and by the Developer's agents, consultants, employees and contractors.

EXHIBIT D

- E. Developer agrees to promptly pay before delinquency any and all labor and materials expended or used in connection with any and all investigations on the Public Open Space.
- F. Developer agrees to comply with all Hazardous Materials notification requirements and will provide copies of those notices to City immediately upon giving such notice, or in advance of giving such notice if possible.
- G. Developer's Indemnity obligations in this Exhibit D expressly apply to protect City from and against any Claims resulting from the work conducted under this Development Agreement and Exhibit D by Developer, its agents, consultants or contractors.
- H. The right of entry granted in this Section 8 will terminate upon Closure as to each parcel, phase or sub-phase.
- I. Throughout the term of the right of entry, Developer, its contractors, subcontractors, consultants and any other person permitted onto the Public Open Space shall obtain and maintain the following insurance coverages:
- (i) Workers' Compensation Insurance as required by law.
 - (ii) Commercial General Liability Insurance with coverage of not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage, naming the City as an additional insured.
 - (iii) Pollution Liability Insurance with limits of \$2,000,000 per claim for bodily injury and property damage, naming the City as an additional insured; and

EXHIBIT D

- (iv) Professional Liability Insurance with limits of \$2,000,000 per claim for injury to or damage arising out of the rendering or failure to render professional services. Notwithstanding anything contrary in this Agreement, the requirement to obtain Professional Liability Insurance will be limited to Environmental Consultants and other professionals.

- 9. **Parcel N/Estuary Park.** The City will not accept the dedication of Parcel N until the Developer has completed the Remediation of Parcel N as provided in this Exhibit D and in Section 4.4.1.1 of the Development Agreement. City shall have the right to participate in any discussions with DTSC or any other Environmental Regulatory Agency regarding any liability limiting tools that Developer intends to use, including AB 389, on Parcel N and the Affordable Housing Parcels to ensure that all risk and liability protections are transferable to City. Developer shall have the obligation to maintain and secure the unoccupied portions of Parcel N until the City accepts the dedication. Nothing herein obligates the City to accept the dedication of Parcel N.
- 10. **Dispute Resolution.**
 - A. **Technical Disputes.** Because the Parties believe that it is in the best interest of the Project for technical disputes to be resolved prior to presenting proposals to the Environmental Regulatory Agencies, in the event the Parties cannot agree on any issues of a technical nature, each party shall submit two names of neutral environmental consultants (consultants who have no prior knowledge of the Development Parcels or the Public Open Space), and the Parties will choose one consultant among the four to resolve the technical dispute. If the Parties cannot agree on one neutral consultant within ten (10) business days after either party triggers the dispute resolution provision of this Section in writing, then the parties will submit the names of the environmental

EXHIBIT D

consultants to the Chief Judge of the Alameda County Superior Court and the Chief Judge will select a consultant from the list of four to render a neutral decision. The Parties agree to abide by the technical decision made by the neutral consultant.

B. All non-technical disputes will be resolved according to the procedures provided elsewhere in the Development Agreement.

11. **Release and Covenant Not to Sue by City.** Effective upon transfer of the Public Open Space to the City, the City (a) fully and finally releases the Port from all claims related to the physical condition of the Project Site, including, but not limited to all claims associated with the presence of Hazardous Materials located at or under the Project Site; and (b) covenants not to sue each of the Persons identified on the attached Exhibit D-3 (which is Exhibit 13-1 of Exhibit A to the Option Agreement (who have been identified by the Port as current or former lessees of portions of the Project Site)) for claims relating to the presence of Hazardous Materials at, under or emanating from the Ninth Avenue Terminal, the Seabreeze Yacht Center or the Praxair site, nor initiate any action to recover costs or other damages resulting from presence of Hazardous Materials at, under or emanating from the Ninth Avenue Terminal, the Seabreeze Yacht Center or the Praxair site as those locations are specifically identified and defined in Exhibit 13-2 of Exhibit A to the Option Agreement.

12. **Survival of Terms.** The obligations in this Exhibit D shall survive any early Termination of the Development Agreement unless (1) City elects not to accept the transfer of the Public Open Space in accordance with this Exhibit D, and (2) Developer does not proceed with development of the Project in accordance with any of the Project Approvals.

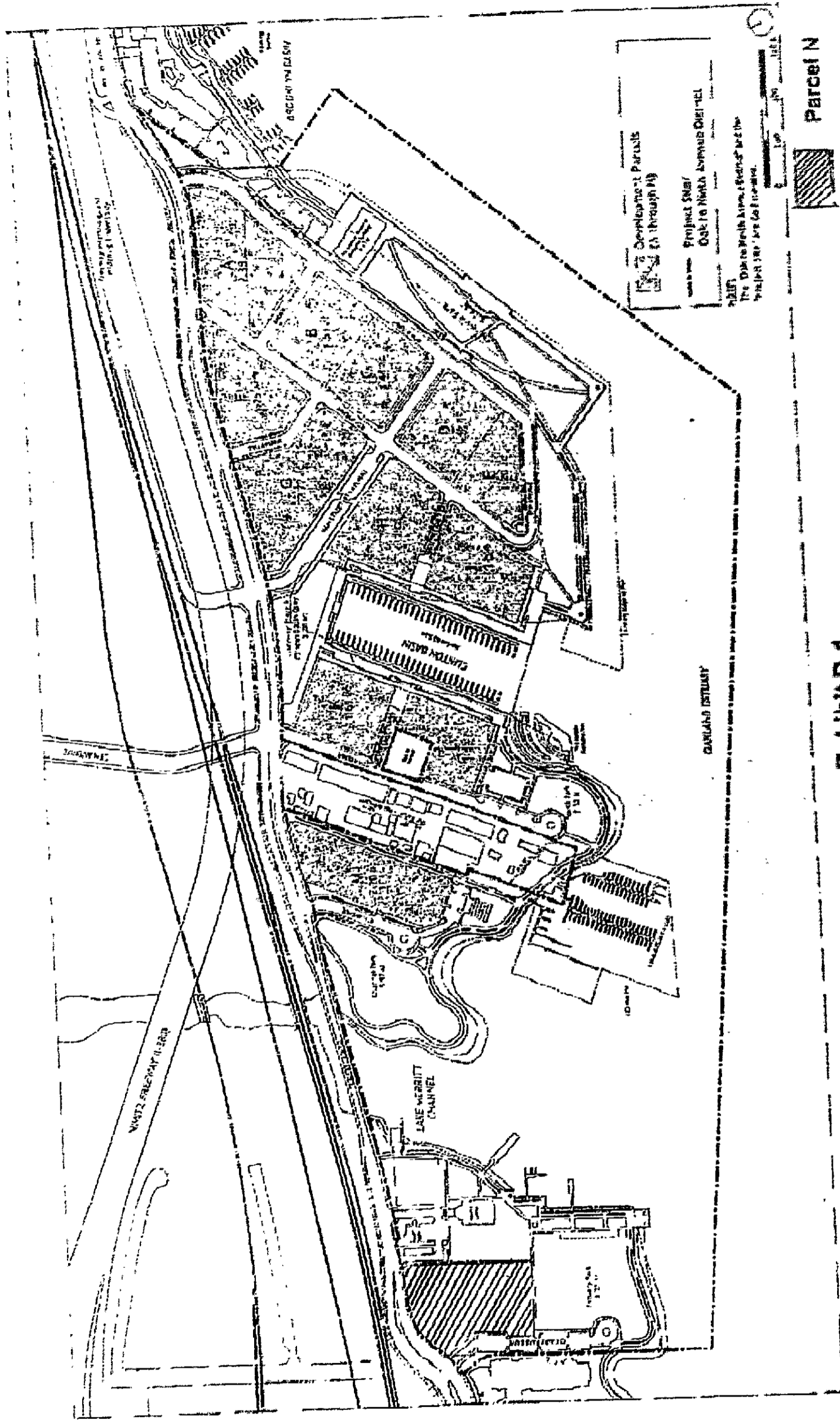


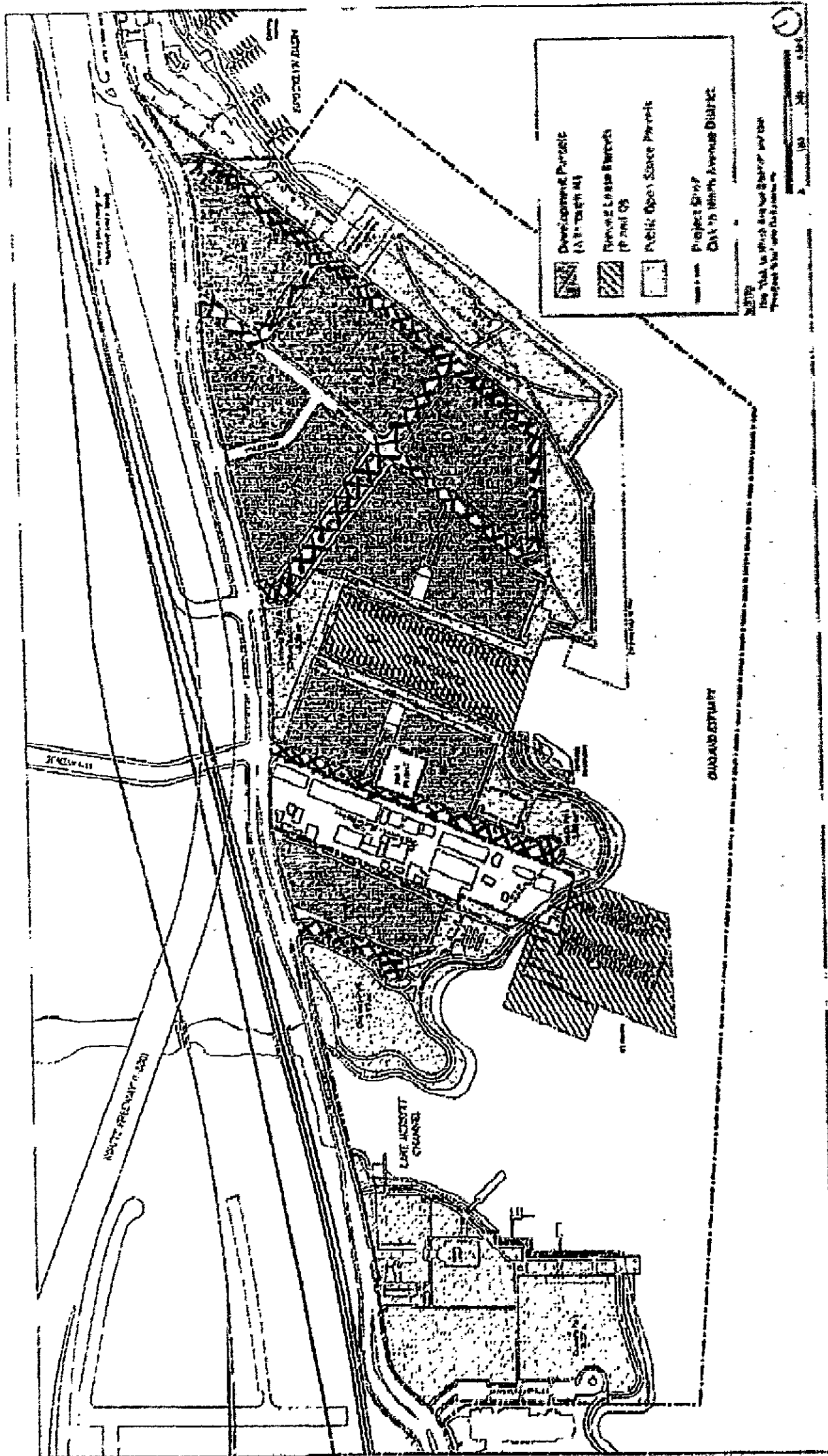
Exhibit D-1

Brooklyn Basin - Oak to 9th Site Plan

Prepared for Oakland Harbor Futures by ROMA Design Group in association with MVE Architects, Moffatt & Nichol and NEF Engineers
JUN 2006

EXHIBIT D-2

PUBLIC OPEN SPACE ACCESS



Brooklyn Basin - Oak to 9th Site Plan

Prepared for Oakland Harbor Partners by KOMA Design Group in partnership with MVE Architects, Moffitt & Nichol and BCT Engineers
 JUNE 2008

EXHIBIT D-3

**DEFENDANTS COVERED UNDER RELEASE AND COVENANT
NOT TO SUE BY CITY**

EXHIBIT D-3
DEFENDANTS COVERED UNDER RELEASE AND COVENANT
NOT TO SUE BY CITY

City of Oakland v. Seabreeze Yacht Center, Inc. et al
United States District Court, Northern District of California, Case No. C-92 0380-MHP

Name of Party

1. Pacific Gas & Electric Company
2. Hans Glaser Boat Service, Inc. dba Seabreeze Yacht Center, Inc.
3. A.G. Schoonmaker Co., Inc

EXHIBIT D-3
**DEFENDANTS COVERED UNDER RELEASE AND COVENANT
NOT TO SUE BY CITY**

City of Oakland v. Keep on Trucking Company, Inc. et al.
United States District Court, Northern District of California, Case No. C-95-03721-CRB

Name of Party

1. Victor Adelson.
2. Britz, Inc., (formerly known as Britz Chemical Company)
3. Groeniger & Company
4. William Charles Groeniger, Jr., Trust
5. Michael H. Groeniger, as successor trustee of William Charles Groeniger, Jr., Trust
6. Safeway, Inc.
7. Texaco Refining and Marketing, Inc. including Texaco, Inc., and Tidewater Oil Company
8. A.J. White Enterprises, Inc. dba Harbor Forklift
9. Keep on Trucking Company, Inc.
10. Paul Bojanower
11. C. Duane Ericson Company, Inc. (dba C.D. Ericson Company, Inc. and C.D. Ericson Co., Inc.)
12. C. Duane Ericson
13. Western Tube & Conduit
14. Sumitomo Metals U.S.A. Corporation
15. AMCO Chemical Corporation:
and all of its past and present: shareholders, officers, directors, principals, administrators, executors, joint venturers, heirs, predecessors, successors, assigns parents, subsidiaries, affiliated entities, attorneys, and June M. Nagy and the children (including, but not limited to Janet Henry, Louis Harry Nagy, Jeanne Nagy, Edward Nagy, Margaret Mary Nagy, Mark Nagy) and heirs, predecessors, assigns, and successors of June M. Nagy and Louis Nagy (deceased), administrators (ixes), executors(ixes), conservators, heirs, beneficiaries, trustees and other legal representatives thereof.
16. Chevron U.S.A., Inc.: successor in interest to Standard Oil Company of

Name of Party

California. Stancai Asphalt and Bitumuls Company, American Bitumuls Company, American Bitumuls and Asphalt Company, and Chevron Asphalt Company.

17. Gold Shield Distributors
18. Joseph Hare, individually and dba East Bay Oil and Bay City Fuel Oil Company, Inc.
19. Eden National Steel Corporation including its predecessor C&C Metals,
20. Estate of Sam Kalman
21. Kalman Trust
22. Kalmar Companies
23. Kalmar Steel Products Company, Inc.
24. Lakeside Non-Ferrous Metals, Inc.
25. Marine Terminals Corporation
26. Encinal Terminals
27. Thomas & Betts Corporation, and its relevant predecessors and divisions, including but not limited to FL Industries, Superior Strut & Hangar Company, Super-Strut Division of Midland-Ross, and MRC Acquisition Corporation No. 21.

EXHIBIT D-3
DEFENDANTS COVERED UNDER RELEASE AND COVENANT
NOT TO SUE BY CITY

City of Oakland v. Praxair, Inc.
(No lawsuit filed. Settlement)

Name of Party

1. Praxair, Inc., as successor to Liquid Carbonics, Inc.

EXHIBIT E

**DEVELOPMENT PARCELS
VESTING TENTATIVE MAP NO. 7621**

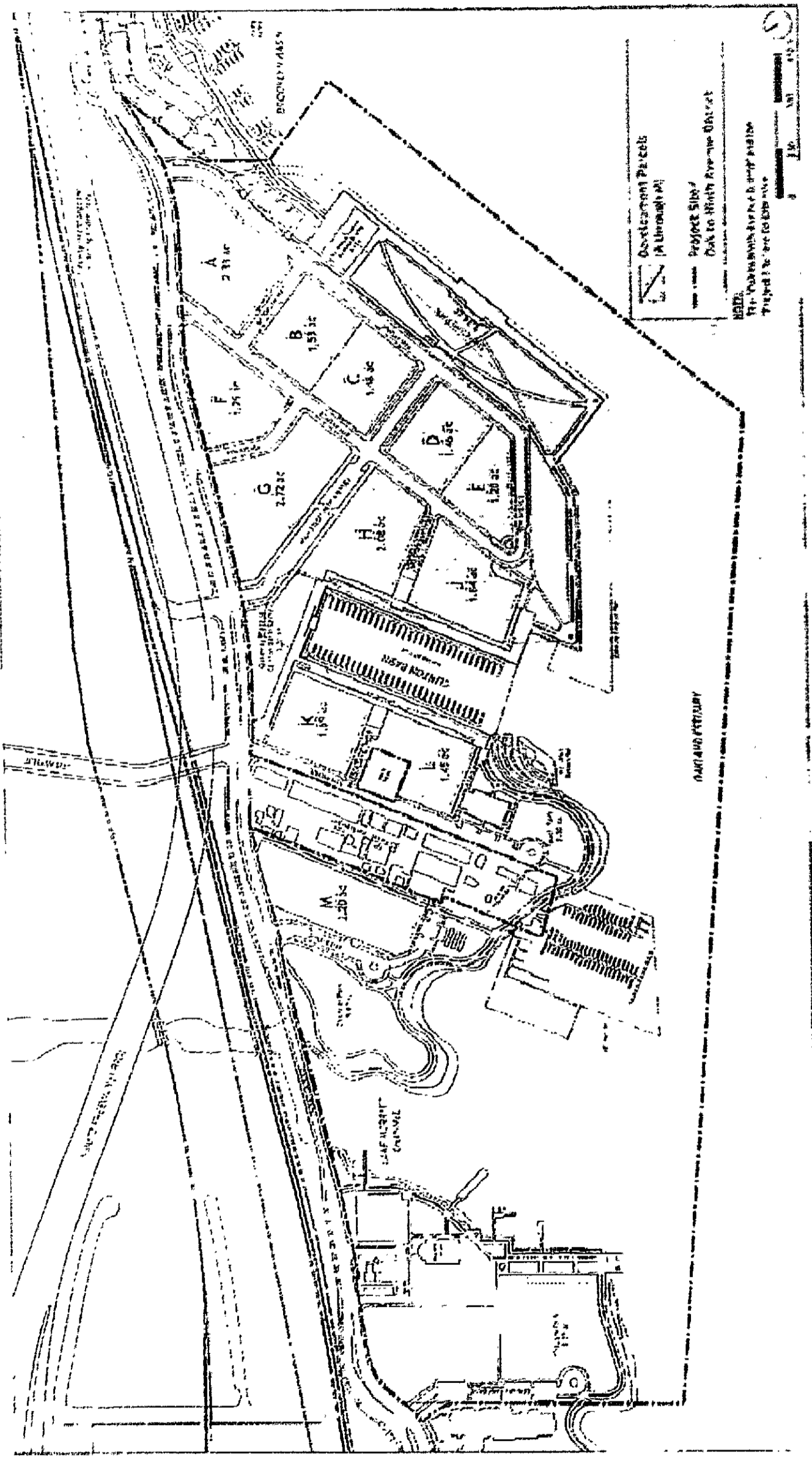


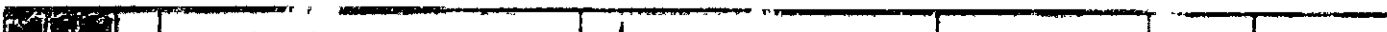
EXHIBIT "E"

Brooklyn Basin - Oak to 9th Site Plan

Prepared for Oakland Harbor Partners by R OMA Design Group in association with NVE Architects, Moffatt & Nichol and JRP Engineers
 JUNE 2006

EXHIBIT F

PARK AND OPEN SPACE MAINTENANCE GUIDELINES



Maintenance Guidelines for Landscape Planting

Landscape Planting	Annual Maintenance Procedure				Remarks
	Winter	Spring	Summer	Fall	
Trees					
Planting	X	X			All tree selections to be based upon sound branching structure, drought tolerance, low maintenance and salt tolerance criteria
Fertilization		X	X	X	Do NOT use string trimmers to cut weeds around trees unless a tree trunk protector is installed
Mulch		X			Eucalyptus species are to be avoided.
Weed Control	X	X	X	X	Trees shall be removed if determined to be a hazard by an Arboricultural Inspector of the City's PWA. Weed Control will follow the Cities Integrated Pest Management Guidelines
Pest Control		X			Replace removed trees no later than November. Pest Control will follow the Cities Integrated Pest Management Guidelines
Plant Repair				X	Provide two burlaps per tree per City Standard. Restake as necessary.
Pruning					Stake with Reddy Tree Stakes per City Standard
					Remove and sawvage tree stakes. Inspect tree ties and remove if they are girdling the trunk. Pruning shall follow the International Society of Arboriculture's Pruning Guidelines
					Prune lower branches that may potentially be hazardous
					If tree grates are specified remove sections of tree grates that will interfere with tree trunk. Inspect tree ties and remove if they are girdling the trunk
					If tree grates are specified, remove sections of tree grates that will interfere with tree trunk. Inspect tree ties and remove if they are girdling the trunk
					Initial training of the tree's structure shall be completed in the third year after planting.
					Future pruning shall occur every three years for the first fifteen years and every five years thereafter

Watering		X	X	X		Water twice weekly with between 5 and 10 gallons of water per tree between the beginning of April and November. Hand water first two years			
inspections	X	X	X	X		inspections shall be performed by a Certified Arborist annually and followed by a detailed recommendations of maintenance report. If using ornamental gravel in tree wells replace backfill annually and abate weeds as necessary.			

Planting Site	Appropriate for				Selection Criteria and Specifications	Notes
	Wind	Spring	Summer	Fall		
Shrubs					All shrub selections to be based upon disease resistance, drought tolerance, low maintenance and salt tolerance criteria. Do not select "burnout" shrubs that mature too quickly and get leggy. For median strips only use shrubs with good track record.	
Planting	X					Prune woody branches where this will improve the look of the shrubs. Prune back woody branches that are thin and overly woody
Fertilization		X	X	X		Selectively replace shrubs that have become overly woody. Add mulch as necessary to maintain minimum 2" cover over BioBarrier
Mulch		X				Selectively replace shrubs that have become overly woody. Add mulch as necessary to maintain minimum 2" cover over BioBarrier

Pest Control		X	X		Pest Control will follow the Cities Integrated Pest Management Guidelines	Never shear/clip or prune shrubs into balls or tight form. Allow plant to develop its natural character	Never shear/clip or prune shrubs into balls or tight form. Allow plant to develop its natural character
Plant Repair				X			
Pruning	X						

Planting	Annual Maintenance Requirements				At 5 Years	At 10+ Years
	Winter	Spring	Summer	Fall		
	Selection Criteria and Specifications					
Groundcovers						
Planting	X	X			In area where establishment proves unsuccessful, amend soil and re-plant.	Replace dead plant material with same variety unless the decline was due to plant selection.
Fertilization		X	X	X	Where pedestrian traffic is prohibiting groundcover establishment replant and fence area off during re-establishment period.	
Mulch		X				
Pest Control		X	X		Add mulch as necessary to maintain minimum 2" cover over Biobarrier.	
Trimming	X					
Weed Control	X	X	X	X		
Vines						
Planting	X	X			Train vines to trellises or provide proper wire support and prune selectively to direct growth	Confirm and remove support wiring as necessary to ensure vigorous growth.
Fertilization		X	X	X		
Mulch		X			Prune runners that grow along ground.	
Pest Control		X	X			
Pruning	X				Protect young vines at base against damage from pedestrians.	

Practice Type	Annual Maintenance Procedure					At 10+ Years
	Winter	Spring	Summer	Fall	Spring/Summer Specifications	
Fertilization		X				
Mulch		X				
Pest Control		X	X			
Plant Division	X					
Pruning	January				Prune annually 1/3 height in January.	
Lawn - (Low Use)						
De-thatching & Aeration		X		X (for high use)	All sod selections to be based upon drought tolerance, low maintenance and salt tolerance criteria.	Assess reason for sod decline and resod as necessary. area of dead or dying grass
Fertilization		X				Remove invasive grass types, clover, etc. (Charmomile may be desirable).
Mowing & Weed Control	monthly	bi-weekly	bi-weekly	bi-weekly	Weed control will follow the Cities Integrated Pest Management Guidelines	
Re-sodding		X	X			Remove lawn, by hand, from area around trunk of trees to 6" from bark face. Or use a tree guard plus a pre-emergent in tree wells.
Re-seeding		X		X		

Planting Type		Annual Maintenance Procedure					At 10+ Years
		Winter	Spring	Fall	At 2 Years	At 5 Years	At 10+ Years
		Selection Criteria and Specifications					
Fertilization		X		X			
Mowing & Weed Control	3 weeks	Every 7-10 days	Every 7-10 days	Every 7-10 days	Sub surface drainage system shall be provided for all high use Turf fields. Pest control will follow the Cities Integrated Pest Management Guidelines	Remove invasive grass types, clover, and other weeds	
Reseeding		X	X			Reseeding in the Fall will be acceptable if alternative fields are identified for displaced soccer.	Reseeding in the Fall will be acceptable if alternative fields are identified for displaced soccer.
Naturalized Areas and Aquatic Zones							
Planting	X			X	All planting selections to be based upon drought tolerance, low maintenance, native material and salt tolerance criteria	Weeding and landscape management is critical during the first two years of establishment with the goal of minimizing efforts in subsequent years. Weed out non-native plant species As a wildlife habitat zone, human intrusion for maintenance purposes should be carefully limited around nesting periods.	Species selection should be modified based on evaluation of the success rate of plant species according to the unique conditions present in soil, salt, wildlife, use, water level, maintenance, and irrigation. Major reseeding should be provided as required to reduce invasive non-native plant material.
Weed Control				X	Weed control will follow the Cities Integrated Pest Management Guidelines		Long term management should consider the habitat quality. Plant species should be further modified to improve foraging, nesting, and aesthetic qualities. Plants should be replaced or reseeded as required due to die-back

Guidelines for Hardscape Maintenance

Hardscape Elements	Design Specifications	Maintenance Procedure	Frequency
	All hardscape vertical elements and fixtures to be coated with anti-graffiti coating	Remove graffiti	Promptly
Concrete Paths	Materials and finishes to be determined and maintained throughout project boundaries	Mechanical/Manual Sweeping	Monthly
Cleaning		Check for uneven or lifting sections. Recaulk expansion joints matching existing color.	Monthly
Maintenance		Saw-cut along existing score lines. Replace with matching concrete. Score and finish to match existing	Bi-Annually
Repair		Replace as necessary - see "repair"	As Required
Replacement			
Porous Concrete Paths	Materials and finishes to be determined and maintained throughout project boundaries.	Mechanical/manual sweeping, vacuum or back pack blower to reduce the accumulation of debris in the porous concrete.	Monthly
Cleaning		Check for uneven or lifting sections. Recaulk expansion joints.	Monthly
Maintenance		Saw-cut along existing score lines. Replace with matching concrete. Score and finish to match existing.	Bi-Annually
Repair		Replace as necessary - see "repair"	As Required
Replacement			
Unit Pavers	Specify tight joints, filter fabric and maximum base compaction. Materials and finishes to be determined and maintained throughout project boundaries.		
Cleaning		Mechanical Sweeping. Abate weeds as necessary	Monthly
Maintenance		Check for uneven or lifting sections.	Monthly
Reseal		Reseal the unit pavers.	Every 2 Years
Repair		Check for uneven or lifting sections. Check for loose stones. Reset pavers as necessary.	Bi-Annually
Replacement		Replace as necessary - see "repair"	As Required

Design Specifications	Maintenance Procedures	Frequency
Stone Pavers	Check for uneven, lifting sections, broken or missing pavers Reset and replace as required	Monthly
Cleaning	Mechanical Sweeping. Abate weeds as necessary	Monthly
Maintenance	Check for uneven or lifting sections.	Every 2 Years
Reseal	Reseal the unit pavers.	Bi-Annually
Repair	Check for uneven or lifting sections. Check for loose stones. Reset pavers as necessary.	As Required
Replacement	Replace as necessary - see "repair"	
Decomposed Granite Paths	Decomposed granite selection to be Diablo Red color. Specify 4-6" depth minimum with binder, filter fabric and maximum base compaction. Signage should discourage bike use in the rainy season	
Maintenance	Groom surface by raking smooth any uneven areas	Twice annually
Repair	Check for uneven section and fill depressions	annually
Replacement	Excavate effected areas. Re-mix with binder and add matching material as necessary. Recompact in place	As required
Wood Docks and Piers		
Maintenance	inspect all hardware and lighten if necessary Re-apply wood treatment on docks and piers	Yearly
Repair	Replace hardware with same type. Replace damaged wooden parts with same materials and construction.	On an As Reported Basis
Replacement	Replace docks and piers as required.	As Required
Stone Seat Walls		
Maintenance	Power wash stone facing and wall caps. Inspect for and remove graffiti (as needed). Check for loose stones, re-mortar and re-point where necessary	Bi-Annually
Repair	Clean graffiti proof coating per manufacturers specification. Do not paint over graffiti unless it is a painted surface. Replace irreparable art tiles, stones and caps with the same type of material. Match grout color.	As Reported Basis
Replacement	Replace as necessary - see "repair"	As required

Special Metal Railing	Design Specifications	Frequency
Maintenance	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Re-paint as req'd. Clean railings with water or mild nonphosphorous soap as required to remove food, gum, graffiti, bird feces, and dirt.	Monthly
Repair	Replace hardware with same type. Re-weld, re-galvanize and re-paint or powdercoat broken custom metal fabrications in shop specializing in metal work.	On an As reported Basis
Replacement	Replace as necessary - see "repair".	As Required
Wood Railing		
Cleaning	Clean railings with water or mild nonphosphorous soap as required to remove food, gum, graffiti, bird feces, and dirt.	Monthly
Maintenance	Inspect all wood railing for structural stability and deterioration.	Monthly
Reseal	Re-apply wood treatment on arbors and benches.	Annually
Repair	Replace connections or wood with materials to match existing. Replace damaged wooden parts with same type of materials as existing.	On an As Reported Basis
Replacement	Replace as necessary - see "repair".	As Required
Site Furnishings	Benches, bollards, bike racks, trash receptacles and signage	
Maintenance	Clean tables, benches, etc. with water or mild, nonphosphorous soap as required to remove food, gum, graffiti, bird feces, and dirt. Inspect for chipped or cracked paint and rust spots. Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots.	Monthly
Repair	Re-paint where necessary with matching color. Re-galvanize and re-paint as req'd. Replace hardware with same type. Re-weld, re-galvanize and repaint or powdercoat broken custom metal fabrications in shop specializing in metal work. Replace damaged wooden parts with same type of materials.	On an As Reported Basis
Replacement	Replace irreparable furnishings with the same make and models.	As Required

Design Specifications	Maintenance Procedure	Frequency
Drinking Fountains	Clean and polish drinking fountain bowls and fixtures.	Weekly
Cleaning	Check for water pressure and adjust according to manufacturer's instructions.	Monthly
Maintenance	Repair per manufacturer's instructions.	As Reported Basis
Repair	Replace with the same make and model (if available)	As Required
Replacement		
Play Surfaces and Structures		
Maintenance	Rake/sweep/clean play surface by hand or with a mechanical tractor to keep friable and free of objects. Verify depth of surface. If applicable maintain required depth per industry ratio of height play equipment versus depth of fall impact material. Check structure for dangerous conditions such as worn equipment, sharp edges, rust, and loose bolts.	Monthly
Repair	Remove graffiti, trash, feces, and other materials potentially harmful to people and children from play structures and area surfacing. Replace material to match play surface as required to maintain depth standards. Repair structure as required to correct dangerous conditions such as worn equipment, sharp edges, rust, and loose bolts.	As Reported Basis
Replacement	Replace as required.	As Required
Fencing	Inspect for rust, dents, and potential security breaches.	Monthly
Maintenance	Repaint with matching rust inhibiting paint. Grind rust spots clean and prime before painting.	Bi-Annually
Repair	Replace sections or whole fence as required to match existing or per design direction of City Engineer.	As Required
Replacement		
Restroom Facilities		
Cleaning	Clean, mop, disinfect, remove trash and replenish all supplies.	Daily
Maintenance	Check all plumbing fixtures and pressure.	Bi-Weekly
Repair	Repair fixtures, plumbing and vandalism. Remove graffiti as required.	On an As Reported Basis

Pedestrian and pathway lighting	Design Specifications	Maintenance Procedure	Frequency
Cleaning		Cleaning of the fixture lens, refractor and photo control and checking wiring and fuses	according to the Manufacturer's recommended maintenance schedule
Maintenance		Time clock, photocell and contactor control may be recommended to reduce the light levels during non use hours	Relamping according to the manufacturer's recommended maintenance schedule Poles and fixtures inspected monthly and painted as needed due to salt air environment
Replacement			As reported then within one working day

Irrigation

Material/Equipment	Annual Maintenance Procedure				Repair or replacement as required
	Winter	Spring	Summer	Fall	
Irrigation Equipment			Annually		Repair as required.
Controller			Annually		Repair as required.
Valves		Annually	weekly	Bi-weekly	
Strub spray nozzles	Bi-Monthly	weekly	weekly		
Lawn Spray Nozzles and Routers		weekly	weekly		
Moisture or Rain Sensors	yearly				
Trash Collection and Litter Removal					
Level of use will determine the level of service					
	Winter	Spring	Summer	Fall	Selection Criteria and Specifications
Picnic Areas					At 2 Years
Trash Collection	2 Times per week	3 Times per week	3 Times per week	3 Times per week	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.
Litter and illegal dumping removal	Daily	Daily	Daily	Daily	At 5 Years
Part/Open Space					Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.
Trash Collection	1 Time per week	1-2 Times per week	1-2 Times per week	1-2 Times per week	At 10+ Years
Litter and illegal dumping removal	Daily	Daily	Daily	Daily	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.
Along the Trail					At 5 Years
Trash Collection	1 Time per week	1-2 Times per week	1-2 Times per week	1-2 Times per week	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.
Litter and illegal dumping removal	Daily	Daily	Daily	Daily	At 10+ Years
					Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.

Annual Maintenance Procedure						
	Winter	Spring	Summer	Fall	Selection of Work and Specifications	Frequency
On sidewalks	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am		At 3 Years
Trash Collection	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Side opening Trash receptacle	At 3 Years
					Inspect all hardware and tighten if necessary Inspect metal parts for chipped paint and rust spots Regalvanize and re-paint as required	At 3 Years
					Inspect all hardware and tighten if necessary Inspect metal parts for chipped paint and rust spots Regalvanize and re-paint as required	At 5 Years
						Replacement as required

EXHIBIT G

**APPROVAL DOCUMENTS FOR THE OAK TO NINTH
MIXED USE DEVELOPMENT PROJECT**

EXHIBIT G
APPROVAL DOCUMENTS FOR THE OAK TO NINTH
MIXED USE DEVELOPMENT PROJECT

- (1) A Resolution Denying the Appeal of Arthur D. Levy, Sustaining the March 15, 2006 Planning Commission Actions on the Oak to Ninth Mixed Use Development Project and Certifying the Final Environmental Impact Report for the Oak to Ninth Project
- (2) A Resolution Amending the General Plan Estuary Policy Plan to Create a New Land Use Designation, Planned Waterfront Development-4, and to Adopt Land Use Map and Text Changes in Connection with the Oak to Ninth Avenue Mixed Use Development Project
- (3) A Resolution Approving and Recommending Adoption of the Second Amendment to the Central City East Redevelopment Plan to Revise Land Use Designations for the Oak to Ninth Project Site
- (4) An Ordinance Adopting the Second Amendment to the Central City East Redevelopment Plan to Revise Land Use Designations for the Oak to Ninth Project Site
- (5) An Agency Resolution Approving and Recommending Adoption of an Amendment to the Central District Urban Renewal Plan to Revise Land Use Designations for the Oak to Ninth Project Site
- (6) An Ordinance Adopting an Amendment to the Central District Urban Renewal Plan to Revise Land Use Designations for the Oak to Ninth Project Site
- (7) An Ordinance Adopting the Planned Waterfront Zoning District-4 (PWD-4) for the Oak to Ninth Mixed Use Development Project
- (8) An Ordinance Rezoning Property in the Oak to Ninth Avenue Mixed Use Development Project Site from Heavy Industrial (M-40) to the Planned Waterfront Zoning District-4 (PWD-4) and Open Space-Regional Serving Park (OS-RSP), and from Civic Center/Design Review Combining Zone (S-2/S-4) to Open Space-Regional Serving Park (OS-RSP) with the exception of the Jack London Aquatic Center which will remain S-2/S-4
- (9) Resolution Approving Vesting Tentative Map (No. 7621) for the Oak-to-Ninth Mixed Use Development Project
- (10) A Resolution Approving a Preliminary Development Plan and Design Guidelines for the Oak to Ninth Mixed Use Development Project
- (11) An Ordinance Approving a Development Agreement Between the City of Oakland, the Redevelopment Agency of the City of Oakland, and Oakland Harbor Partners, LLC, and Authorizing the City Administrator to Execute the Development Agreement on Behalf of the City
- (12) An Agency Resolution Authorizing a Development Agreement with the City of Oakland and Oakland Harbor Partners, LLC

Exhibits to Each Document (1 through 12) Listed Above:

- Exhibit A - CEQA Findings and Statement of Overriding Considerations
- Exhibit B - Mitigation Monitoring and Reporting Program
- Exhibit C - Conditions of Approval
- Exhibit D - General Findings Related to the Approval of the Oak to Ninth Project

**OAK STREET TO 9TH AVENUE DISTRICT EXCHANGE ACT LAND
DESCRIPTION**

A parcel of land situate in the City of Oakland, County of Alameda, State of California, and being more particularly described as follows:

BEGINNING at the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, a California limited liability Company, recorded on January 2, 1997 as Document Number 97000487, Alameda County Recorder, and the southerly line of Embarcadero; thence along the northwesterly boundary of said lease and the southwestery prolongation thereof, South 65°32'30" West, 365.14 feet; thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits; thence southerly along said line, South 24°28'12" East, 316.71 feet more or less to a point on the southerly line of the Oakland City limits; thence southwestery along said City Limits line to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960; thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line to a point on the southwestery prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980 in Book 122 of Maps at pages 60 and 61; thence northeasterly along said southwestery prolongation and along said southeasterly line to a point on the southerly line of the Embarcadero; thence easterly and southeasterly along the southerly line of the Embarcadero to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

All of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records.

EXCEPTING THEREFROM:


All of the lands of Schultz, as said lands are described in that certain Grant Deed filed for record on December 13, 1979 as Document Number 79-252704, Alameda County Records.

The Bearing South 65°21'44" East between the two found Monuments "SHIP", as said monument is shown on that certain Record of Survey No. 990 filed for record on July 19, 1994 in Book 18 of Survey at pages 50 through 60, inclusive in the Office of the Recorder of Alameda County and Monument "H130", as said monument and said monument "SHIP" are shown on that certain unrecorded Record of Survey, entitled "Monument and Plan lines of the Embarcadero

between 5th and 19th Avenue, an undedicated Street within the Port Area of the City of Oakland, California", was taken as the basis of bearings for this map.

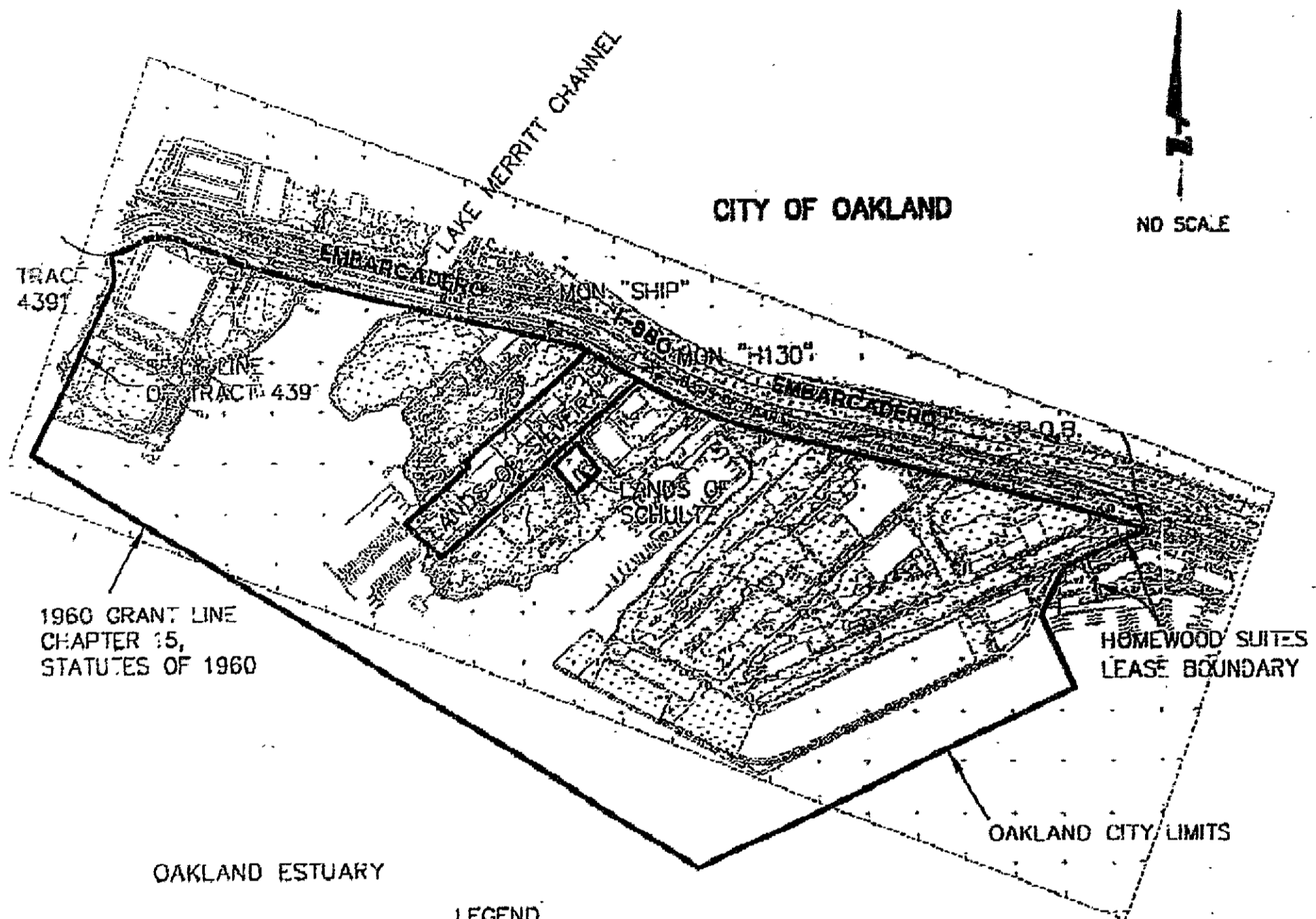
All bearings shown on this survey are based upon the North American Datum of 1983, California Coordinate System of 1983 (CCS83), Zone III. All distances are ground distances, to obtain grid distances, multiply ground distances by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Billy Martin, P.L.S. 5797
Expires: 6/30/2004



June 9, 2004
Dated



CITY OF OAKLAND



TRACT 439

LINE OF TRACT 439

1960 GRANT LINE
CHAPTER 15,
STATUTES OF 1960

HOMEWOOD SUITES
LEASE BOUNDARY

OAKLAND CITY LIMITS

OAKLAND ESTUARY

LEGEND

MON	MONUMENT
P.O.B.	POINT OF BEGINNING



540 PRICE AVENUE
REDWOOD CITY, CA 94063
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT B

Job No. 20010261-1
By MK Date 06/09/04 Chkd. RH
SHEET 1 OF 1

EXHIBIT I

**PORT'S NON-DISCRIMINATION AND
SMALL LOCAL BUSINESS UTILIZATION AND PREVAILING WAGE POLICY**

EXHIBIT I
PORT'S NON-DISCRIMINATION AND
SMALL LOCAL BUSINESS UTILIZATION AND PREVAILING WAGE POLICY

A. Local Business. Buyer shall use good faith efforts to hire the following percentages of Business Enterprises from the Local Impact Area:

- i. Contractors: 25%; and
- ii. Consultants: 35%

If LIA Business Enterprises are not ready, willing and able to perform the required services, Buyer may hire Business Enterprises from the Local Business Area to meet the above-mentioned percentages; provided, however, such LBA Business Enterprises will only be credited at 50% of their contract value. Buyer will work with a representative from Seller's Social Responsibility Division, Contract Compliance Department to devise a system of reporting and monitoring that will adequately ensure Buyer's use of good faith efforts to meet the above-mentioned percentages for LIA business participation.

1. **Definitions:**

- a. The term "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to Buyer, its contractors or subcontractors as required by solicitation, request for quotes, bids or proposals. Businesses acting as a passive conduit rather than contributing a value added or actual portion of the work will not be considered as performing a "commercially useful function".
- b. The term "Good Faith Efforts" includes but is not limited to the following affirmative action steps:
 - 1. Active solicitation of LIA/LBA Business Enterprise bids;
 - 2. Documented contacts with LIA/LBA Business Enterprise associations and related entities;
 - 3. Provision of assistance to LIA/LBA Business Enterprise in such matters as bid preparation and obtaining bonds and insurance;
 - 4. Encouragement of contractors and consultants to utilize LIA/LBA Business Enterprise subcontractors and subconsultants;
 - 5. Advertising for bids from LIA/LBA Business Enterprise contractors or suppliers in the Daily Construction Service, Daily Pacific Builder, and with trade associations, newspapers, radio stations and other media located in or serving the Local Impact Area or Local Business Area; and
 - 6. Utilizing LIA/LBA Business Enterprise contractor, subcontractor or supplier lists available from Seller, State of California, federal government or elsewhere.

- c. The term "LIA Business Enterprise" or "LBA Business Enterprise" shall mean an economically independent and continuing business performing a commercially useful function for profit which is located within the Local Impact Area/Local Business Area, respectively, as shown by the following:
1. The business must be located at affixed commercial or residential address which constitutes a business location and where administrative, clerical, professional or productive work is being continuously performed, relative to its commercial contacts, and not a temporary or movable office, a post office box or telephone answering services; and
 2. The location of the business must also have been within the Local Impact Area/Local Business Area for at least one year prior to the bid or proposal due date; and
 3. The business must have a valid business license or tax certificate from its respective city dated at least one year prior to the bid or proposal due date; and
 4. The business must have proof of past contracts citing the Local Impact Area/Local Business Area business address; and
 5. The LIA/LBA Business Enterprise shall be considered bona fide if the business' ownership interests are real and continuing and not created merely for the purpose of meeting the objectives of the this provision.
- d. The term "Local Business Area" shall mean Alameda and Contra Costa Counties.
- e. The term "Local Impact Area" shall mean the cities of Oakland, Alameda, Emeryville and San Leandro.

B. Prevailing Wage Provisions. Buyer shall require all of its contractors and subcontractors to pay all of their workers employed in the initial construction (not to include maintenance or rehabilitation) or any Project improvements (whether or not such construction work constitutes a public works project) not less than the general prevailing rate of per diem wages (for standard time, holiday and overtime work) for work of similar character in the locality in which the construction work is being performed, fixed as provided in Section 1720 et. seq. of the California Labor Code.

EXHIBIT J

LOCAL HIRING AND CONSTRUCTION JOB TRAINING BENEFITS

EXHIBIT J
LOCAL HIRING AND CONSTRUCTION JOB TRAINING BENEFITS

I. Local Hiring: The Project shall be subject to a local hiring program based on the following:

a. Definitions:

- (i) "Qualified Job Hours" are (i) all job hours worked by Qualified Oakland Residents on the Project site, (ii) all job hours worked by Qualified Oakland Residents under continuous employment for one employer where such resident's initial employment was for work on the Project site and (iii) all job hours worked by Oakland residents between the Effective Date and the date the first building permit is pulled for the Project on job sites owned by Signature Properties, Inc., Reynolds & Brown or their affiliates.
 - (ii) "Qualified Oakland Residents" are Oakland residents that (a) have not worked in the construction trades within the last five (5) years and have not completed an apprenticeship program; or (b) have worked in the construction trades within the last five (5) years but have not completed more than twenty five percent (25%) of an apprenticeship program.
- b. Each parcel within the Project shall create a number of Qualified Job Hours equal to 6% of the construction hours worked in the construction of the improvements on such parcel (subject to a Project-wide maximum requirement of 300,000 Qualifying Job Hours).
 - c. Developer(s) would receive a bonus of 100 hours for each Qualified Oakland Resident that works at least 900 hours for a particular employer within any 12 month period.
 - d. Developers would be able to transfer Qualifying Job Hours in excess of their 6% requirement to other developers subject to this program upon written notice to the City.
 - e. Prior to the issuance of a building permit for a particular parcel, the parcel developer shall provide the City with estimates of (i) total construction hours to be created through the development of such parcel and (ii) total apprentice construction hours to be created through the development of such parcel.
 - f. Parcel developers shall submit a certified payroll to the City on a quarterly basis. The first certified payroll shall be due to the City at the end of the first quarter after the first building permit is issued. In the event that a parcel developer fails to submit any required certified payroll, the City shall not issue any permits or perform any inspections until the parcel developer has submitted the delinquent report to the City.
 - g. In the event that a parcel developer fails to meet the 6% minimum requirement, such developer shall pay an amount equal to the number of deficit hours multiplied by an amount equal to 50% of the average hourly apprentice compensation (including wages and benefits) for the Project to the City as liquidated damages (the average hourly apprentice compensation rate for the Project shall be determined by the certified payrolls submitted through the date of default); and
 - h. City staff shall present a report on Project compliance with this requirement to the City Council annually during the term of the Agreement.

2. Job Training Assistance:

- a. Upon the issuance of the first building permit for the Project, Developer will provide \$1,000,000 to be equally distributed among four existing job training programs: Youth Employment Partnership, Cypress/Mandela, Allen Temple Training Center, and Men of Valor. In the event one or more of these programs is not in existence at the time the funds are to be distributed, Developer shall have the right to find a similar replacement program or increase the amount to be distributed to the remaining programs.
- b. Prior to the issuance of the building permits for 40% of the Project residential units and 60% of the Project residential units, respectively, Developer will provide an additional \$325,000 for a provider or partnership of providers that will use the funds to serve local residents in the Eastlake/Chinatown, Fruitvale and Lower San Antonio neighborhoods.

BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND

PORT ORDINANCE NO. 3694

AN ORDINANCE ESTABLISHING A PUBLIC ART PROGRAM, A PUBLIC ART COMMITTEE AND GUIDELINES, RULES AND REGULATIONS FOR INCORPORATING PUBLIC ART INTO THE PORT'S MAJOR EXPANSION AND DEVELOPMENT GOALS AND PRIVATE AND PUBLIC DEVELOPMENT WITHIN THE JURISDICTION OF THE PORT OF OAKLAND, POLICY AND PROCEDURE FOR ACQUISITION, REVIEW AND ACCEPTANCE OF GIFTS AND LOANS, AND DE-ACCESSIONING OF PUBLIC ART

WHEREAS, artistic and cultural resources enhance the quality of life for individuals living in, working in and visiting the Port of Oakland; and

WHEREAS, economic benefits are to be gained by the Port in the form of public pride, increased tourism, enhancement of public spaces, increases in retail and other commercial activity and enhanced economic growth of and in the Port Area and affected by the Port Area enhancements to commerce, shipping and navigation resulting from the development by the Board of artistic and cultural resources; and

WHEREAS, the Board is committed to commissioning a wide range of artistic styles, forms, media, and disciplines that characterize the breadth of contributions an artist can make to public arena; and

WHEREAS, the Board is committed to providing uniform procedures for the review and acceptance of gifts and loans of artwork to the Port; and

WHEREAS, the Board is committed to evaluating the collection of public art as a whole on a regular basis to determine the current condition of the artwork, maintenance needs, and to consider the de-accessioning of individual artwork;

WHEREAS, the Board hereby delegates to the Director of Communications the responsibility for the implementation of this ordinance;

BE IT ORDAINED by the Board of Port Commissioners of the City of Oakland as follows:

ARTICLE I. POLICY AND PROCEDURE FOR ACQUISITION OF PUBLIC ART

Section 1. Purpose.

This ordinance is enacted to provide an opportunity for the public to experience high quality art of enduring value that reflects the diversity of the region served by the Port of Oakland and its people.

This ordinance is enacted to establish a Public Art Program, a Public Art Committee and guidelines, rules and regulations for (1) including works of public art in certain public improvement projects in the Port's Capital Improvement Program and in certain private commercial, industrial and revitalization developments in the Port's Commercial Real Estate Program; and (2) meeting the on-going day-to-day maintenance and conservation needs to preserve the works of public art.

Section 2. Definitions.

a. "Administrative Costs" shall mean all costs incurred in connection with the development and implementation of the Public Art Program established by this Ordinance and the selection, creation, acquisition, installation, maintenance, and presentation of, including publicity and community education about, works of Public Art in the Port's Collection.

b. "Artist" shall mean a person who has established a reputation of artistic excellence in the visual, performing, media or literary arts, as judged by peers, through a record of exhibitions or performances, public commissions, sale of works, and/or educational attainment.

c. "Artist Selection Panel" shall mean the panel appointed by the Public Art Committee (PAC), on a project-by-project basis, to review and recommend to the PAC appropriate artists and artwork according to the criteria and procedures set forth in the Administrative Procedures.

d. "Administrative Procedures" shall mean the process and procedures that govern the implementation of this Ordinance, including detailed information on the composition and responsibilities of the Public Art Committee and Artist Selection Committee, criteria for artist and artwork selection, and process for approval of artists and artwork.

e. "Building Valuation" shall mean the total value of all construction work for which a building permit is issued, and includes all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanently installed work of permanently installed equipment.

f. "Conservation" shall mean the treatment of a deteriorated or damaged artwork to approximate as nearly as possible its original form, design, color, and function with minimal further sacrifice of aesthetic and historic integrity.

g. "Construction Costs" shall mean the cost of a Port Development Project or Public Facility, excluding "Demolition Costs", "Equipment Costs", "Debt Issuance" and "Permits and Fees".

h. "De-accessioning" shall mean the procedure for the removal of art or artwork from a location on Port property or within the jurisdiction of the Port.

i. "Debt Issuance" shall mean those expenses incurred by the Port for the issuance of bonds for a Port Development Project or Public Facility.

j. "Demolition Costs" shall mean payments for any work required for the removal of buildings or other existing structures from the Port Development Project or Public Facility site.

k. "Development Project" shall mean any project involving construction of a new permanent structure located on Port owned property and requiring issuance or approval of a building permit or a zoning permit.

l. "Donor" shall mean an individual or group who proposes a donation of a work of art or funded project for placement on a public site under the jurisdiction of the Port.

m. "Equipment Costs" shall mean payments for any equipment or furnishings that are portable or of standard manufacture. Equipment does not mean items that are custom designed or that create a new use for a Port Development Project or Public Facility, whether portable or affixed.

n. "Executive Director" shall mean the Executive Director of the Port of Oakland or his or her designee.

o. "Fee" shall mean a monetary exaction other than a tax or special assessment that is collected under the terms of this ordinance to provide funds for public art.

p. "Gift" shall mean an existing or proposed work of art or funded project offered as a donation by someone to the Port for placement at a public site under the jurisdiction of the Port.

q. "Lifetime of the Artwork" shall mean for each work of art, the period of time a work of art can be reasonably maintained to accurately represent the condition of the artwork when it was first installed.

r. "Long Term Loan" shall mean a loan of artwork for a period of two years or more.

s. "Maintenance" shall mean actions taken to retard or prevent deterioration or damage to artwork by control of the environment and/or treatment of the artwork on a routine basis.

t. "Non-archival" shall mean does not meet accepted artwork preservation standards, practices, and principles.

u. "Permits and Fees" shall mean payments made for all permits and fees associated with a Port Development Project or Public Facility.

v. "Program Administrator" shall mean the staff person designated by the Communications Division to oversee all functions of the Port Public Art Program and to provide vision for the program. This person works with division directors in the development of public art goals and with private developers to include public art in private projects located on Port property.

w. "Public Art Account" shall mean the account created with separate sub-accounts allocating funds to be used for the selection, acquisition, installation, and substantive structural repair and maintenance of art and art projects in, upon, and adjacent to Port facilities. One Public Art Account shall be created with separate sub-accounts for each Port Revenue Division. The Executive Director or designee, and, as appropriate, the Board of Port Commissioners, shall authorize all disbursements from the Public Art Account.

x. "Port of Oakland" or "Port" shall mean the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners and the officers, employees and agents, authorized to act for and on behalf of the Board with respect to the matter for which the term is used.

y. "Port Property" shall mean parcels of land, buildings and structures owned in fee or held in trust by the Board of Port Commissioners.

z. "Port Revenue Division" shall mean the following divisions of the Board: Aviation, Maritime and Commercial Real Estate and such other divisions as may be established from time to time by the Board of Port Commissioners which are expressly made subject to this ordinance.

aa. "Public Amenities" shall mean areas designated for public access, public traffic, and/or public accommodation within private or public development projects upon Port owned lands.

bb. "Public Art" shall mean original works of art accessible to the public and conceived in any discipline or medium, including visual, performance, literary, media and temporary works.

cc. "Public Art Collection" shall mean all works of art owned by the Port of Oakland, located on Port property, and within the jurisdiction of the Port.

dd. "Public Art Committee" shall mean a standing committee appointed by the Port to develop overall Public Art Program policy and procedures, as required, to provide review responsibility for the provisions of this Ordinance such as acceptance of gifts of art and de-accessioning of artwork, and to advise the Port on the Public Art Program.

ee. "Public Art Project" shall mean any initiative for the creation, presentation and/or performance of public art, recommended by the Public Art Committee and approved by the Board of Port Commissioners for expenditure from the Public Art Account for the purposes of this ordinance.

ff. "Public Facility" shall mean any publicly accessible, capital project paid for wholly or in part by the Port of Oakland that results in the construction or remodel of any building, decorative or commemorative structure, parking facility and any portion thereof.

gg. "Quality of Artwork" shall mean the overall accomplishment in the art form, content and craftsmanship, as judged in accordance with accepted standards within the professional arts discipline.

hh. "Real Property Acquisition Costs" shall mean payments made for the purchase of parcels of land, existing building and structures, and costs incurred by the Port for the appraisals or negotiations in connection with such purchase for a Port Development Project; provided, however, that a Port Development Project for the acquisition and/or development of parkland or parks shall have included in its construction cost the Real Property Acquisition Costs, as defined above.

ii. "Short Term Loan" shall mean a loan of artwork not exceeding two years.

jj. "Temporary Art" shall mean a work of art displayed for a limited amount of time, generally not exceeding two years.

kk. "Work of Art" shall mean all forms of art created by an Artist and conceived in any discipline or medium, including visual, performance, literary, media and temporary works.

Section 3. Establishment Of A Public Art Requirement.

There is hereby established a Public Art requirement applicable to the Port's Revenue Divisions covering respectively, their Development Projects and Public Facilities identified in the Port's Capital Improvements Program and, within their respective areas, covering other private and public development projects upon Port owned lands that include Public Amenities or provide for access to the general public as more fully set forth below.

a. Aviation

(1) The Director of Aviation shall include in all estimates for necessary expenditures and all requests for authorization or appropriations for Port Development Projects and Public Facilities, excluding construction of roadways, utilities, airfield projects and non-Port funded tenant developments, an amount to be set aside and made a part of the Public Art Account and used for the selection, acquisition and display of works of art equal to at least one percent (1%) of the related Construction Costs.

(2) Funding set aside for Public Art as defined above shall be expended for Public Art within one-year from the date of completion of the Development Project or Public Facility from which the funds were derived.

(3) For projects or programs that have been approved by the Board of Port Commissioners before the approval of this policy, but not yet completed, the Board shall determine on a case by case basis whether or not to apply this policy retroactively.

(4) If the rules or limitations governing a source of funding or appropriate law governing any particular project does not permit the expenditure of such funds on art or certain forms of art, the amount of funds so restricted shall be excluded from the Construction Cost, as defined herein, in making the aforesaid calculations.

b. Maritime

(1) The Maritime Director shall include in all estimates for annual budget expenditures an annual budget allocation of not less than \$150,000 to be set aside and made a part of the Public Art Account and used for the commission, acquisition and performance of Public Art.

(2) Funding set aside for Public Art as defined above shall be expended for Public Art in projects that include Public Amenities.

c. Commercial Real Estate

The majority of CRE land was given in trust to the Port under the state Tidelands Trust. To uphold the public trust, the Port requires developers who buy tidelands or lease tidelands on a long-term basis to do the following:

(1) The Developer shall provide and maintain public art in a publicly accessible place on or in the vicinity of the project site pursuant to this chapter. The cost of such Public Art shall be as follows:

(1) For development projects with 50,000 square feet or more of new construction, the developer shall commit 0.5% of the building valuation up to \$150,000 toward the purchase or commission of Public Art for the project site.

In lieu of purchasing or commissioning public art for the project site, the developer may elect to pay 0.5% of the building valuation up to \$150,000 to the Public Art Account, as identified below.

(ii) For development projects with less than 50,000 square feet of new construction, the developer is required to commit 0.5% of the building valuation up to \$50,000 toward the purchase or commission of Public Art for the project site.

In lieu of purchasing or commissioning public art for the project site, the developer may elect to pay the amount required by this ordinance to the Commercial Real Estate Public Art Account, as identified below.

(2) For any project, the developer may request that the Board of Port Commissioners consider an alternate approach to Public Art if the terms of this policy pose unnecessary hardship to the ability of the development project to be realized.

(3) If a development project is required to purchase or commission Public Art by both the Port of Oakland and the City of Oakland, the developer only will be required to participate in the City of Oakland public art program.

(4) Applicability.

The provisions of this ordinance shall apply only to public and private development projects for which a building permit has not been issued as of the effective date of this ordinance.

(5) Public Art Standards.

(i) The Public Art of a private developer subject to this ordinance is to be privately owned and maintained by developer or his successor(s), including the future occupants or owners of the Development Project, and such private ownership and maintenance shall be adequately provided for by written agreement, or other appropriate provisions shall be made based on the characteristics of the Public Art.

(ii) The Public Art may be used or viewed by or is freely accessible to the patrons, occupants and owners of the development project;

(iii) The Public Art shall be in an area open and freely accessible to the general public during business hours at least eight (8) hours each day of at least five (5) days per

week (to the extent there are five business days in each week), except for holidays, or public accessibility shall be otherwise provided in an equivalent manner based on the characteristics of the Public Art or its placement on the site;

(iv) The Public Art shall be in substantial compliance with any policies and implementation procedures adopted by the Board of Supervisors.

(6) Ineligible Costs

(i) The architecture of the building or facility, or any portion thereof, including decorative, ornamental or functional elements, unless designed by an artist specifically commissioned for this design enhancement purpose;

(ii) Landscape architecture and landscape gardening, except where these elements are designed by an artist specifically commissioned for this design enhancement purpose;
or

(iii) Costs for services or utilities necessary to operate or maintain the Public Art over time.

Section 4. Public Art Account.

a. A Public Art Account shall be established in the Capital Improvement Program (CIP) and shall continue from year to year unless specifically terminated by the Board of Port Commissioners. The Public Art Account shall consist of separate sub-accounts established by the Finance Division.

(1) A separate sub-accounts for each of the three Port Revenue Divisions shall be established from which expenditures may be made for the creation, acquisition, presentation, and performance of works of Public Art.

(2) A separate Administration - Maintenance sub-account shall be established into which shall be deposited funds appropriated as provided pursuant to Section 5 of this Ordinance not to exceed 35% of the aggregate of the Revenue Division subaccounts together with such other funds as the Board may appropriate, for Public Art Program staff costs and administrative costs that are associated with developing and implementing this Ordinance including restoration and conservation of Public Art in the Port's collection.

(3) A separate Proceeds from Sales of Public Art sub-account shall be established and expended for future creation, acquisition, presentation, and performance of works of Public Art.

b. For non-capital projects, funds may be moved out of Maritime and Commercial Real Estate from the CIP into the Port's operating budget for expenditures related to said projects.

c. The use of fees collected shall be as follows:

(1) The Executive Director shall make recommendations to the Board of Port Commissioners for expenditures from the Public Art Account in accordance with Port budgetary procedures and adopted Public Art program policies and implementation procedures, which expenditures shall be exclusively for the commission, acquisition, installation, improvement, maintenance and insurance of works of Public Art, or for the restoration or preservation of existing Public Art, and for the Administration of the Public Art Program.

(2) The Executive Director shall provide an annual report to the Board of Port Commissioners on the provision of on-site art installations and arts services, programs, facilities and amenities, and the use of all funds collected and deposited in the Public Art Account, including identification of all income, expenditures, and balances of each of the accounts in the fund during the prior fiscal year and its recommendations for proposed expenditures for the subsequent fiscal year. Upon receipt of such report, the Board of Port Commissioners shall authorize expenditures from the Public Art Account.

Section 5. Administration.

a. Implementation Responsibility

The Board hereby delegates to the Director of Communications responsibility for the implementation of this Article.

b. Public Art Committee

The Executive Director shall appoint a Public Art Committee (PAC), subject to approval by the Board of Port Commissioners, to provide review responsibility for the provisions of this Ordinance and to advise the Port on the Public Art Program. The PAC shall:

(1) Promulgate Public Art program policies and implementation procedures for adoption by the Board of Port Commissioners.

(2) Prepare the annual Public Art Plan for approval by the Board of Port Commissioners. The plan shall include, but not be limited to, a prioritized list of public art projects to be commenced during the current fiscal year and a budget for each project.

c. Artist Selection Panel

An Artist Selection Panel shall be appointed by the PAC, on a project-by-project basis, to recommend appropriate artists and artwork

according to the criteria and procedures set forth in the Administrative Procedures.

(1) The Artist Selection Panel functions in an advisory capacity to the PAC.

(2) The PAC reviews recommendations by the Artist Selection Panel, making further recommendations to the Board of Port Commissioners.

(3) All final decisions and approvals concerning the acquisition of artwork rest with the Board of Port Commissioners.

ARTICLE II. POLICY AND PROCEDURE FOR REVIEW AND ACCEPTANCE OF GIFTS AND LOANS OF PUBLIC ART

Section 1. Summary.

When gifts of works of Public Art are proposed for placement on Port property within the jurisdiction of the Port of Oakland, an artwork proposal is submitted by the potential donor for review by the Port. This procedure also applies to works of Public Art proposed for long-term loan to the Port. The objectives of this policy are to:

- a. Provide uniform procedures for the review and acceptance of gifts and loans of works of Public Art to the Port of Oakland.
- b. Maintain high artistic standards for works of Public Art located in the jurisdiction of the Port.
- c. Acquire works of Public Art that contribute and enhance the Port's Public Art Collection.
- d. Insure that the works of Public Art is adequately maintained.
- e. Facilitate planning for the placement of works of Public Art within the jurisdiction of the Port of Oakland.
- f. Vest in a single Port division the responsibility for insuring the management and maintenance of the Port's public works of Public Art.

The Program Administrator is responsible for implementation of this Article.

The review of proposed gifts is conducted by a Gifts Review Panel appointed by the PAC. The Gifts Review Panel is comprised of three to five arts professionals (artists, museum curators, art historians, conservators) and three representatives of Port revenue division staff.

The PAC reviews all recommendations of the Gifts Review Panel regarding proposed gifts and loans of works of Public Art. Following PAC

review, the Program Administrator makes a recommendation for acceptance or rejection of the proposed gift to the Port Commission for review and action.

Funds to maintain works of Public Art in the Port's collection are limited. Therefore, in accepting a gift, the Port requires that the donor sign a maintenance agreement or establish a maintenance endowment to insure an adequate quality of care for the work of Public Art.

Section 2. Acceptance Conditions.

a. The Port will consider gifts of works of art for placement on Port property and locations under the jurisdiction of the Port with the understanding that no Port funds will be required for production, siting, installation or maintenance of the work of Public Art.

b. No gift of an work of Public Art will be accepted by the Port until all funds required for production, siting, installation and maintenance of the work of Public Art have been secured by the donor.

c. The Port will be the owner of the work of Public Art and reserves the right to move or alter the work to meet public safety or other Port concerns.

d. The Port will consider the following types of proposals for works of Public Art intended for placement a public site under the Port's jurisdiction:

(1) A donor's offer of an already completed work of art.

(2) Art by a specific artist or artists.

(3) A donor's offer to commission a work of Public Art by means of a public competition as described in the Public Art Program Implementation Guidelines.

Section 3. Review Process.

a. The donor discusses the nature of the gift and the Port procedures with the Program Administrator. Working with Port division staff, the donor develops a proposal for review by the Gifts Review Panel.

b. The Program Administrator will review each offer of a work of Public Art with Port division staff to determine whether it meets initial criteria as defined in this Article.

c. Each proposed gift of art is reviewed by the Gifts Review Panel on the basis of the criteria established below. Evidence that all issues are satisfactorily addressed will be required from the donor before a recommendation for acceptance or rejection of the gift is made.

d. Before presenting the Gifts Review Panel recommendation to the PAC, the Program Administrator may request further and more detailed information to be considered at additional review sessions. The PAC also may attach conditions to its recommendation of acceptance.

e. Based on the recommendation of the PAC, the Program Administrator recommends acceptance or rejection of the gift to the Port Commission.

f. The Port will accept donated works of Public Art only when accompanied by a legal instrument of conveyance of title, enumerating any conditions of the gift that the Port has agreed to accept, and the appropriate warranty of originality.

g. In general, gifts will be accepted without restrictions as to future use or disposition. Loans and temporary displays of a work of Public Art are not considered gifts, for the purposes of this Article.

h. The Program Administrator will forward copies of the conveyance of title and the stated insurance value for gifts of a work of Public Art to the appropriate Port divisions. The stated value of any loaned work of Public Art will be provided to the Port's Risk Management Office.

i. If the gift of art is accepted, the division under whose jurisdiction the work of Public Art will be placed is responsible to oversee the installation of the work of Public Art.

Section 4. Placement.

If a site for the work of Public Art has not been identified by the donor or if the site is deemed inappropriate in accordance with the criteria listed below, the placement of works of art will be determined by the PAC in consultation with Port division staff.

Section 5. Costs.

All costs of the proposed donation of art, including production, acquisition, siting, installation, and maintenance must be provided by the donor and be detailed in the proposal.

Section 6. Timeline.

If a proposed gift is not completed within the timeline originally established, or if significant changes in content, presentation, or financing of the gift of art occur, the gift must be reviewed again by the panel. The Port is authorized to request that a proposal be resubmitted.

Section 7. Legal.

Consideration will be given to the proposed terms of donation, legal title, copyright authenticity, artist right to reproduce, liability and other issues as appropriate.

Section 8. De-Accession.

Gifts of works of Public Art will be reviewed on a regular basis and de-accessioned if necessary, through steps provided in Article III of this Ordinance and in accordance with national standards for de-accessioning works of art.

Section 9. Exceptions.

a. Gifts of State

(1) Gifts of State presented to the Port by foreign governments are exempt from the provisions of this Article and may be accepted by the Port Commission.

(2) Appropriate recognition and publicity will be the responsibility of the Program Administrator.

b. Temporary Exhibitions in Port-Managed Facilities

(1) The Port shall control the content and arrangement of all temporary exhibitions, and reserves the right to reject any part of an exhibition or to change the manner of display if the items to be exhibited are contrary to the Port's community responsibility.

(2) Every aspect of the exhibition must meet the Port's standards of quality, as defined in the Public Art Program Administrative Procedures.

(3) Artwork of exhibitions loaned for display on Port property for 60 (sixty) days or less will not be subject to the standard review process.

(4) Review and approval are the responsibility of the Program Administrator and the division with jurisdiction over the space where the work of Public Art is exhibited. It is understood that all decisions will be based on the standards recommended in this document.

(5) During the period of time that a work of art is displayed on Port property, the owner of the work of art must provide one of the following documents:

(i) An insurance rider covering the specific work of art for the entire negotiated display time OR

- (ii) A signed waiver holding the Port harmless in the event of vandalism, damage, or theft.

Section 10. Donor Submittal Requirements.

The donor must submit a cover letter explaining why she/he is offering the gift of artwork to the Port.

a. Aesthetic Quality

(1) Written narrative proposal with detailed description of artwork.

(2) Information on the context of the artwork, provenance, history (where it comes from and where it has been previously displayed, if at all).

(3) Detailed drawings of the site plan, elevation and section view of artwork, as appropriate.

(4) Photographs, sketches, and/or model of the artwork.

(5) Dimensions, materials, and colors.

b. Intrinsic Value

(1) Background information and credentials of the artist.

(2) Other examples of the artist's work.

(3) A letter of authentication from the artist, stating that it is her/his own work.

(4) Statement of the current value of the artwork prepared by a certified art appraiser.

(5) A valid, signed contract between the donor and the artist that guarantees full payment for artwork by the donor, as appropriate.

c. Installation

(1) Construction and installation method.

(2) Power, plumbing or other utility requirements.

(3) Qualifications and insurance coverage of the contractor installing the artwork.

(4) Written commitment that the donor will cover all costs associated with installation of the artwork.

(5) Budget indicating cost of installation.

d. Maintenance

(1) A maintenance plan prepared by a qualified conservator.

(2) Written permission from the artist or artist's estate for a qualified conservator to conserve the artwork when necessary.

Section 11. Panel Review Criteria.

a. Aesthetic Quality

(1) Does the proposed gift of art have strong artistic merit?

(2) Strong, inherent aesthetic quality as measured against the recognized standards of excellence in the field.

(3) Qualifications, credentials, and other pertinent information on the artist.

(4) Warranty of originality of the artwork (artwork must be an original creation or limited edition).

(5) Durability and craftsmanship of the artwork.

b. Site and Environmental Considerations

(1) If a site for the artwork has been identified by the donor, is the relationship between the site and the artwork in the best interest of both?

(2) Appropriateness of artwork scale to the proposed site.

(3) Appropriateness of artwork to other aspects of its surroundings.

(4) Impact on ecology.

c. Relationship to the Port's Art Collection

(1) How is the proposed gift compatible or incompatible with the Port of Oakland's public art collection?

(2) Contribution to the diversity and breadth of the Port's art collection.

(3) Current representation of the artist in the Port's art collection.

d. Liability and Safety Considerations

- (1) How susceptible is the artwork to vandalism and safety hazards?
- (2) Potential safety hazards and how they are being addressed.
- (3) Potential for graffiti and other vandalism and how it is being addressed.
- (4) Special insurance requirements, if any.

e. Durability

- (1) How has the donor provided for maintenance during the lifetime of the artwork?
- (2) Expected life span of artwork in a public, non-archival exhibition setting.
- (3) Durability of similar artworks constructed of the same materials.
- (4) Environmental conditions and suitability of artwork materials to the conditions of its proposed site.
- (5) Seismic safety considerations through report prepared by a licensed engineer.
- (6) Adequate attention to unusual conditions of the site, such as poor drainage, steep slope, etc.

f. Maintenance

- (1) Are the maintenance needs of the artwork reasonable and can they be adequately managed by the Port?
- (2) On-going maintenance requirements and cost.
- (3) Provision of maintenance funds or maintenance agreement by the donor.
- (4) Artwork installation and removal specifications.
- (5) Written permission from the artist or artist's estate for a qualified conservator to conserve the artwork when necessary.

(6) Written permission granted by the artist or artist's estate for removal of the work as a result of safety emergencies and changes in the future use of the site.

Section 12. Administration.

Implementation Responsibility

The Board hereby delegates to the Director of Communications responsibility for the implementation of this Article.

ARTICLE III. POLICY AND PROCEDURES FOR THE DE-ACCESSIONING OF PUBLIC ART

Section 1. Purpose.

This ordinance is enacted to provide Provision of procedures for periodic review and evaluation by the Port of Oakland of the Port's Collection of Public Art.

Section 2. De-Accessioning Policy.

De-accessioning is a procedure for the withdrawal of a work of Public Art from public exhibition for an indefinite duration. De-accessioning must be cautiously applied to avoid the influence of fluctuations of taste and the premature removal of a work of Public Art from the collection.

De-accessioning may occur only after a careful and impartial evaluation of the work of Public Art, and may be accomplished through storage or loan of the work of Public Art, or on a permanent basis through several methods of disposition available. Since artworks are acquired by the Port as a result of a thorough review process by impartial peer panels -- based on the quality of the artwork and the value of the work to the collection as a whole -- deaccessioning may be considered only after ten years have elapsed from the date of installation of a permanent work of Public Art, and five years after acceptance of a loan of work of Public Art subject to review by the Port Attorney for compliance with acquisition and/or deaccession covenants from funding and/or lending sources, if any.

Section 3. Eligible Works Of Public Art.

Works of Public Art eligible for consideration for de-accession through this Article include:

a. Works of Public Arts purchased or commissioned in accordance with Article I.

b. Gifts of works of Public Art accepted by the Port in accordance with Article II.

c. All other works of Public Art in the Port's Collection of Public Art purchased separately by Port divisions or received as gifts prior to the passage of this ordinance. Port evaluation of a work of Public Art may be requested by the division under whose jurisdiction the work of Public Art is located or may be initiated as an advisory action by the Board of Port Commissioners.

Section 4. Deaccession Procedure.

a. At least a minimum of once every five years the Director of Communications will review the Port's Collection of Public Art.

b. The Director of Communications shall designate an advisory panel comprised of visual art professionals (artists, museum curators, art historians, conservators) to review specific items proposed for deaccession and make recommendations to the Board of Port Commissioners about the disposition of these works.

c. The De-accession Advisory Panel may consider the deaccessioning of works of Public Art for one or more of the following reasons:

(1) A work of Public Art is not, or is only rarely, on display because of lack of a suitable site.

(2) The condition or security of the work of Public Art cannot be reasonably guaranteed in its present location.

(3) The work of Public Art has been damaged or has deteriorated to the point that it can no longer be represented to be the original work of art.

(4) The work of Public Art has been damaged and repair is impractical or unfeasible, or the cost of repair or renovation is excessive in relation to the original cost of the work.

(5) The work of Public Art endangers public safety.

(6) Significant changes in the use, character or actual design of the site require a re-evaluation of the relationship of work of Public Art to the site.

(7) The work of Public Art has been determined to be of inferior quality relative to the quality of other works in the collection, or has been determined to be incompatible with the rest of the collection.

(8) The Port wishes to replace the work of Public Art with a work of more significance by the same artist.

(9) The work of Public Art requires excessive maintenance or has faults of design or workmanship.

Section 5. Sequence Of Action To De-Accession.

a. The Communications Division appoints a De-accession Advisory panel.

b. The De-Accession Advisory Panel and/or staff determines that a work of Public Art meets one of the criteria listed above.

c. The Communications Division staff prepares a report that indicates:

- (1) Any restrictions that may apply to this specific work, based on contract review.
- (2) An analysis of the reasons for de-accessioning.
- (3) Options for storage or disposition of the work.
- (4) Appraised value of the work, if obtainable.

d. The De-Accession Advisory Panel reviews the report at its next scheduled meeting. The panel may seek additional information regarding the work from the artist, art galleries, curators, appraisers or other professionals prior to making a recommendation to the Board of Port Commissioners.

e. A recommendation for action is sent to the Board of Port Commissioners.

f. The Board of Port Commissioners considers the recommendation at a regularly scheduled meeting.

g. Upon confirmation of its recommendation, the Communications Division will consider the following actions (in order of priority):

(1) Sale or trade:

(i) Sale through auction, art gallery or dealer resale, or direct bidding by individuals, in compliance with Port and city law and policies or requirements governing surplus property and any limits to which bonds are subject.

(ii) Trade through artist, gallery, museum, or other institutions for one or more other work(s) of Public Art(s) of comparable value by the same artist.

(2) Indefinite loan to another governmental entity.

(3) Destruction of work deteriorated or damaged beyond repair at a reasonable cost, and deemed to be of no or only a negligible value, in accordance with national standards for conservation and deaccession.

(4) Re-donation, sale or other arrangement agreed upon with the donor or artist at the time of the Port's acquisition of such work of Public Art.

Section 6. Restrictions.

No works of art shall be sold or traded to members or staff of the Port, consistent with Port conflict of interest policies.

Section 7. Proceeds.

Proceeds from the sale of Public Art shall be deposited into the Public Art account for Public Art acquisitions. Any pre-existing contractual agreements between the artist or donor and the Port regarding resale will be honored.

Section 8. Administration.

Implementation Responsibility

The Board hereby delegates to the Director of Communications responsibility for the implementation of this Article.

ARTICLE IV. EFFECTIVE DATE.

This ordinance shall be effective sixty (60) days after adoption.

EXHIBIT L

AFFORDABLE HOUSING OBLIGATION

EXHIBIT L
AFFORDABLE HOUSING

AFFORDABLE HOUSING OBLIGATIONS

In order to assist the Agency to meet the obligations created by the construction of the Project imposed by Health and Safety Code Section 33413 and the Central City East Redevelopment Plan to make available units affordable to very low, low, and moderate income households, Developer and the Agency agree to the following:

1. Development of Affordable Housing.

The Agency and Developer intend to promote the development of affordable rental housing in the Project by reserving those the Development Parcels identified on Exhibit E as Parcel F (approximately 1.75 acres) and Parcel G (approximately 2.7 acres) for affordable rental housing development under the terms of this Exhibit, and by funding such affordable housing development through a combination of a Developer monetary contribution, as set forth herein, and Agency funding of such development. Parcels F and Parcel G are referred to in this Exhibit as the "Affordable Housing Parcels."

2. Site Improvement Work to Affordable Housing Parcels.

The work necessary (1) to render each of the Affordable Housing Parcels into a Finished Parcel, and (2) to Remediate any Hazardous Materials on, in below, or about each of the Affordable Housing Parcels as necessary to receive a "no further action letter" or other equivalent written closure determination from the appropriate Environmental Regulatory Agency, is together referred to in this Exhibit as the "Site Improvement Work." Developer has the obligation to perform the Site Improvement Work at its sole expense for the Affordable Housing Parcels. Developer must commence and complete the Site Improvement Work for the Affordable Housing Parcels no later than the time it commences and completes the Site Improvement Work for other Development Parcels comprising Phase 1.

3. Agency Purchase of Affordable Housing Parcels.

3.1. Purchase. The Agency shall purchase the Affordable Housing Parcels for the development of affordable housing under the terms of this Exhibit. The Agency and Developer shall cause the conveyance of each of the Affordable Housing Parcels to close on or before the later to occur of (a) the date that is 90 calendar days after the Site Improvement Work has been completed for the applicable Affordable Housing Parcel or (b) the date that the purchase price has been determined for the applicable Affordable Housing Parcel.

3.2. Purchase Price. The purchase price for Parcel F shall be the lesser of (1) the Fair Market Value of Parcel F at the time of purchase, less \$1 million, or (2) Developer Cost for Parcel F. The purchase price for Parcel G shall be the lesser of (1) the Fair Market Value

of the residential portion of Parcel G at the time of purchase, less \$1 million, or (2) Developer Cost for the residential portion of Parcel G. The purchase price of either Affordable Housing Parcel shall be subject to an additional discount in the event of an Early Purchase by the Agency as set forth below.

As used in this Exhibit, the term "Fair Market Value" shall mean the purchase price that an unrelated party negotiating at arm's length would pay to purchase such property, in its condition as a Finished Parcel and Remediated as required by this Exhibit, unrestricted by affordable housing requirements, taking into account all then current market factors, including without limitation the quality, design, condition and location of the property including the extent and condition of the construction completed to date, if any, the amount of any and all liens, mortgages, and encumbrances against the property, and the value of the existing improvements to such party.

As used in this Exhibit, the term "Developer Cost" shall mean the aggregate of (1) a pro rata share of the cost to enter into the Option Agreement and acquire the Project Site (including, but not limited to, the purchase price payable under the Option Agreement, financing costs, feasibility study costs and attorneys fees and settlement costs related to the negotiation and drafting of the Exclusive Negotiation Agreement and Option Agreement and the settlement of the lawsuits related to the Option Agreement and the adoption of the Central City East Redevelopment Plan); (2) a pro rata share of the cost to acquire the Project Approvals (including, but not limited to, consultant fees, application fees, processing and plan check fees, and attorneys fees, court costs and settlement costs associated with the defense of any action filed to challenge the Project Approvals); (3) a pro rata share of the cost to Remediate any Hazardous Materials for Phase 1 (including, but not limited to, remediation costs, consultants fees, regulatory fees and insurance premiums); (4) a pro rata share of the cost to design and construct the off-site and on-site infrastructure for Phase 1; (5) holding costs associated with the Affordable Housing Parcel being acquired; (6) Developer overhead (but not including Developer profit); and (7) Developer's return on equity equal to 10% per annum. The pro rata share for items (1) and (2) shall be calculated on the basis of the developable square footage of the Affordable Housing Parcel being acquired compared to the developable square footage of all Development Parcels within the Project Site; and the pro rata share for items (3) and (4) shall be calculated on the basis of the developable square footage of the Affordable Housing Parcel being acquired compared to the developable square footage of all Development Parcels included in Phase 1.

- 3.3. Determination of Fair Market Value. The Fair Market Value of the Affordable Housing Parcel to be acquired by the Agency shall be initially determined by an independent appraisal obtained by Developer. Developer shall submit the appraisal for the Affordable Housing Parcel being acquired no later than 120 days after the Site Improvement Work has been completed for that the applicable Affordable Housing Parcel or, in the case of an Early Purchase, within 120 calendar days after the Agency has delivered written notice of its intent to exercise the Agency's option for an Early Purchase. If the Agency disputes the Fair Market Value set forth in an appraisal submitted by Developer, the Agency shall notify Developer in writing within 30 calendar days of its receipt of such

appraisal, which notice shall set forth the Agency's determination of the Fair Market Value. The Agency and Developer shall thereupon attempt to resolve their differences within ten business days following Developer's receipt of the Agency's notice. If the Agency and Developer cannot agree on Fair Market Value during such ten-business day period, the Agency shall retain an appraiser to appraise the Fair Market Value. The Agency's appraiser shall complete its written determination of Fair Market value within 30 calendar days after the appointment of such appraiser. If the valuations vary by ten percent or less of the higher value, the Fair Market Value shall be the average of the two valuations. If the valuations vary by more than ten percent of the higher value, the two appraisers shall, within ten calendar days after submission of the Agency's appraisal report, appoint a third disinterested appraiser. If the two appraisers are unable to agree in a timely manner on the selection of the third appraiser, then either appraiser, on behalf of both, may request appointment of such third appraiser by the presiding judge of the Superior Court of Alameda County. Such third appraiser shall, within 15 calendar days after appointment, make a determination of Fair Market Value by selecting one of the prior appraisals. The third appraiser shall have no right to select a Fair Market Value other than as determined by one of the prior appraisals. All appraisers retained pursuant to this Section shall be an M.A.I. and a State of California licensed general appraiser experienced in appraising commercial and residential real estate in Alameda County, and all appraisals must conform to the current Uniform Standards of Professional Appraisal practice (USPAP).

The parties shall mutually agree upon the form of appraisal instructions to direct the appraisers to determine the Fair Market Value of the residential portion of Parcel G (as distinct from the Fair Market Value of the commercial portion of Parcel G).

- 3.4. Determination of Developer Cost. Developer shall submit a written certification of Developer Cost no later than 120 days after the Site-Improvement Work has been completed for that the applicable Affordable Housing Parcel. The Agency shall have the right, at Developer's cost, to retain a third party consultant to review Developer's certification. If the Agency disputes Developer's determination of Developer Cost as contained in Developer's notice, the Agency shall notify Developer in writing within 30 calendar days of its receipt of Developer's notice, which notice shall set forth the Agency's determination of Developer Cost. The Agency and Developer shall thereupon attempt to resolve their differences within 10 business days following Developer's receipt of the Agency's notice. If the Agency and Developer cannot agree on Developer Cost during such 10 business day period, the Agency and Developer shall jointly retain a nationally or regionally recognized accounting firm to audit Developer's project books and determine Developer Cost based on the parameters set forth in this Section. The auditor's determination shall be binding on both parties.

For purposes of calculating the Developer Cost for the residential portion of Parcel G, the Developer Cost for Parcel G shall be pro rated by a fraction where the numerator is the Fair Market Value of the residential portion of Parcel G and the denominator is the Fair Market Value of the entire mixed-use (residential and commercial) project for Parcel G.

- 3.5. Escrow Fees and Costs. The Agency shall pay all applicable title and escrow fees and city and county transfer taxes associated with the purchase of the Affordable Housing Parcels.
- 3.6. Title. At the close of escrow transferring title to the Affordable Housing Parcels to the Agency, title to the Affordable Housing Parcel being acquired shall be subject only to the following exceptions:
- 3.6.1. Liens for property taxes and assessments not yet due and payable;
 - 3.6.2. Such title exceptions as are reasonably necessary to develop the Project Site into the Project (including, but not limited to, this Agreement, easements shown on the applicable final map, deed restrictions required pursuant to the Remediation of any Hazardous Materials on the Project Site, any restrictions set forth in any Project approval or permit issued by a local, state or federal agency, the CSD and the CFD and any community facilities districts (or other mechanisms) to finance construction or acquisition of public improvements within the Project);
 - 3.6.3. With respect to Parcel G only, the obligation to develop the commercial component and the option/put rights set forth in Section 7, below; and
 - 3.6.4. Any other agreed upon title exceptions.
- 3.7. Feasibility Investigations. The Agency and its employees, contractors, agents, or assignees may enter the Affordable Housing Parcels for purposes of inspection, survey, tests, or other actions reasonably related to acquisition of the property by the Agency. The Agency shall indemnify and defend Developer from and against any liability, claims or damages arising from such entry, unless the liability, claims or damages are caused by the negligence or willful misconduct of Developer. The Agency shall name Developer as an additional insured on a Commercial General Liability insurance policy with limits of liability not less than \$2 million prior to any entry upon the Affordable Housing Parcels.
- 3.8. Assignment of Agency Purchase Rights. The Agency's right to purchase either Affordable Housing Parcel, including its optional rights to an Early Purchase, shall be assignable by the Agency to an Affordable Housing Developer selected according to the selection process and approved by Developer pursuant to Section 4, below.
- 3.9. Early Purchase.
- 3.9.1. Early Purchase Option. The Agency may in its sole discretion elect to purchase either Affordable Housing Parcel, or both, prior to the completion of the Site Improvement Work for the Affordable Housing Parcel (an "Early Purchase"). The Agency may exercise its option to make an Early Purchase at any time after Developer acquires title to the Affordable Housing Parcels by delivering written notice of the Agency's intent to exercise this option to Developer. The purchase

and sale under an Early Purchase shall be on those terms and conditions as set forth above, except as modified in this Section 3.9.

- 3.9.2. Initial Early Purchase Price. The initial purchase price for Parcel F under an Early Purchase shall be the Fair Market Value of Parcel F at the time of the Early Purchase, less \$1 million, and less the Early Purchase Discount as provided for below. The initial purchase price for Parcel G under an Early Purchase shall be the Fair Market Value of the residential portion of Parcel G at the time of Early Purchase, less \$1 million, and less the Early Purchase Discount as provided for below. The initial purchase price for an Affordable Housing Parcel shall be paid at close of escrow on the Affordable Housing Parcel, with a later downward adjustment to such price as provided for below. The "Early Purchase Discount" shall be a dollar amount equal to the Fair Market Value of the Affordable Housing Parcel being acquired (or, in the case of Parcel G, the Fair Market Value of the residential portion of Parcel G) at the time of the Early Purchase, less \$1 million, multiplied by the "Early Purchase Discount Rate." The "Early Purchase Discount Rate" shall be a percentage equal to the number of years the Affordable Housing Parcel is purchased prior to the expected completion of the Site Improvement Work for Phase 1 multiplied by the Blended Rate. The "Blended Rate" shall be a rate equal to Developer's cost of debt financing and preferred rate of return on equity for Phase 1, weighted by the relative proportion of debt and equity that will be used to finance Phase 1. For example, if Developer's cost of debt financing is 8 percent and Developer's preferred rate of return on equity is 10 percent, and the proportions of debt and equity for Phase 1 are 75 percent and 25 percent respectively, then the Blended Rate would be 8.5 percent. If the Early Purchase of Parcel F in this example occurred two years prior to the expected completion of the Site Improvement Work for Phase 1, then the initial purchase price for Parcel F would be discounted by 17 percent of the Fair Market Value of Parcel F at the time of the Early Purchase less \$1 million.
- 3.9.3. Adjustment to Initial Early Purchase Price. In the event of an Early Purchase, the initial purchase price paid by the Agency as provided for above shall be subject to a possible downward adjustment at the completion of the Site Improvement Work based on a calculation of Developer Cost. Within 120 days after the completion of the Site Improvement Work for an Affordable Housing Parcel, Developer shall submit a written certification of Developer Cost, and Developer Cost shall be determined pursuant to the process set forth above. If Developer Cost is less than the initial purchase price for the Affordable Housing Parcel, then the final purchase price for the Affordable Housing Parcel shall be adjusted to Developer Cost. In the case where an adjustment is warranted, Developer shall reimburse the Agency for the difference between the initial purchase price and the final purchase price within 60 days of the final determination of Developer Cost.
- 3.9.4. Early Purchase Site Improvements. Developer shall continue to have an obligation to perform the Site Improvement Work at its expense on the Affordable Housing Parcels as set forth in this Exhibit, notwithstanding an Early Purchase by

the Agency. Notwithstanding the definition of Fair Market Value set forth in Section 3.2, above, to the contrary, the appraisal of Fair Market Value under an Early Purchase shall consider the Affordable Housing Parcel's value based on its condition as a Finished Parcel and Remediated as required by this Exhibit even though such work has not been performed as of the date of the Early Purchase.

3.9.5 Environmental Remediation. In the event of an Early Purchase, the Agency and the selected Affordable Housing Developer shall be entitled to the same rights and protections, including without limitation Developer duties to Remediate and provide financial assurance, environmental insurance coverage, and environmental indemnity and access to liability limiting measures, with respect to Hazardous Materials and Remediation of the Affordable Housing Parcels that the City will receive under this Development Agreement for the Public Open Space.

4. Selection of Affordable Housing Developer.

The Agency and Developer shall work together to identify, recruit, and select an experienced developer or developers of affordable housing (singularly or collectively, the "Affordable Housing Developer") to purchase the Affordable Housing Parcels and develop affordable housing on the Affordable Housing Parcels. The Affordable Housing Developer shall be selected as follows: Developer shall have the right to propose one or more affordable housing developers, with respect to each Affordable Housing Parcel, prior to the earlier to occur of (a) one year after the Agency's acquisition of the Affordable Housing Parcel or (b) the date that is 120 days after the completion of the Site Improvement Work. The Agency shall have the right to approve or reject an affordable housing developer proposed by Developer, which approval shall not be unreasonably withheld, conditioned or delayed. The Agency's approval or disapproval of the proposed affordable housing developer shall be in writing and, in the event of a disapproval, state with specificity the basis for such disapproval. If the Agency disapproves of Developer's proposed affordable housing developer, then the Agency shall then have the right to propose one or more affordable housing developers. The Agency may conduct a Request for Proposals ("RFP") process or other competitive process to identify a prospective developer. Developer shall then have the right to approve or reject the affordable housing developer proposed by the Agency. Developer shall have the right to participate in the development and distribution of the RFP. This right to reject may be exercised only where Developer can demonstrate that the proposed developer does not meet the following criteria: a nationally or regionally recognized affordable housing development company which (a) has developed, on its own or through its assembled development team, an urban residential project similar to the project contemplated for the Affordable Housing Parcel (as applicable) within the preceding ten-year period, (b) has an established track record for developing projects that exhibit excellence in architectural design, quality of construction and operation, (c) has the financial capacity to complete the development of the subject Affordable Housing Parcel, and (d) neither it nor its principals, members or partners have been convicted, found or admitted or assumed (including any plea of no contest) liability for any felony, criminal fraud or misrepresentation or any act of moral turpitude.

As between the City, Agency and the selected Affordable Housing Developer, the Agency, the City, and the Affordable Housing Developer will be responsible for negotiating the terms and conditions of the sale of the Affordable Housing Parcels to the Affordable Housing Developer, the development of affordable housing on the Affordable Housing Parcels, any Agency or City funding of or other assistance to the affordable housing projects on those Development Parcels, and the affordability restrictions that would attach to the Affordable Housing Parcels as a condition of such assistance.

5. Agency Funding of Affordable Housing.

The Agency shall reserve any funds deposited into the Agency's Low and Moderate Income Housing Fund from tax increment revenues generated by the Project to subsidize the development of affordable housing on the Affordable Housing Parcels. Any such reservation shall be subordinate and subject to any obligations in connection with any tax allocation bonds that have been issued or will be issued by the Agency. The Agency and/or City may allocate additional subsidy funds to such development, consistent with the Agency's and City's guidelines, policies and processes for funding affordable housing development.

6. Timeline for Affordable Housing Development.

It is anticipated that the project developed on Parcel F will consist of approximately 150 affordable housing units, while the project developed on Parcel G will consist of approximately 315 affordable housing units, along with the commercial component set forth below. It is anticipated that the Parcel G affordable housing project will be developed in three phases. The Agency shall cause the Affordable Housing Developer to develop the affordable housing projects when it is economically feasible for the Affordable Housing Developer to do so. A project shall be considered economically feasible when, given (1) the projected cost of development (hard and soft costs) of the project, (2) the planned levels of affordability of the project, and (3) the Agency and City's guidelines and policies for providing development funding to affordable housing projects then in effect, adequate private and public financing and subsidy sources (such as bond proceeds, low income housing tax credits, state funding, federal funding, tax increment revenue from the Central City East Redevelopment Area, and the Agency's Low and Moderate Income Housing Fund) are available to complete construction of and operate the project. Following the Effective Date, the Agency's governing board shall annually review the projected level of funding that would be available to develop the Affordable Housing Parcels, relative to the Agency's overall projected levels of affordable housing funds and current and proposed Agency commitments to fund other affordable housing development. Notwithstanding the foregoing to the contrary, a project for one or both of the Affordable Housing Parcels shall be considered economically feasible if the Low and Moderate Income Housing Funds generated by the Project and reserved for affordable housing development pursuant to Section 5 are sufficient (alone or along with other available sources) to complete construction and operate the project, irrespective of whether the use of such reserved funds is consistent with the Agency's guidelines and policies for funding affordable housing.

Subject to economic feasibility, the Agency (or the Affordable Housing Developer) shall commence construction of the affordable housing projects according to the following schedule:

- a. Parcel F, Phase I (150 units): Not later than the later of (1) July 1, 2013, or (2) the completion of the 1,000th market rate unit in the Project.
- b. Parcel G, Phase II (132 units): Not later than the later of (1) July 1, 2016, or (2) the completion of the 1,800th market rate unit in the Project.
- c. Parcel G, Phase III (77 units): Not later than the later of (1) July 1, 2017, or (2) the completion of the 2,100th market rate unit in the Project.
- d. Parcel G, Phase IV (106 units): Not later than the later of (1) July 1, 2018, or (2) the completion of the 2,300th market rate unit in the Project.

The Agency may elect to cause the construction of the affordable housing projects sooner, provided sufficient funding is available.

7. Commercial Development of Parcel G.

As a condition of the sale of Parcel G to the Affordable Housing Developer, the Affordable Housing Developer shall have the obligation to include an approximately 42,000 square foot retail condominium (cold shell) and a 400 space parking condominium within the Parcel G project (each designed to specifications supplied by Developer). The terms of the sale of Parcel G to the Affordable Housing Developer shall include an option right in favor of Developer to purchase and a put right in favor of the Affordable Housing Developer to require Developer to purchase the retail and parking condominiums. Either option shall be exercisable within 30 calendar days after the issuance of a temporary certificate of occupancy by the City for the retail and parking condominiums, and the purchase by Developer shall close on or before the later to occur of (a) the date that is 30 calendar days after exercise, (b) the date that is 30 days after the determination of the purchase price and (c) the creation of the retail condominium and parking condominium as a separate legal parcel. The purchase price for the retail and parking condominiums shall be equal to the Affordable Housing Developer's development costs (including hard and soft costs, financing and equity costs, holding costs, entitlement costs, and the Affordable Housing Developer overhead, but not including land acquisition costs or the Affordable Housing Developer profit) for the commercial portion of the Parcel G project. To the extent that the development costs associated with the commercial portion of the project cannot be determined separately from the development costs associated with the Parcel G project as a whole, the development costs of the entire project shall be prorated to the commercial portion of the project based on the relative square footage of the commercial portion in relation to the square footage of the project as a whole.

8. Rights to Purchase or Transfer Affordable Housing Development Rights.

Developer may propose to purchase the right to develop market rate units on Parcel G from the Agency or the Affordable Housing Developer. Such a purchase shall not affect Developer's obligation to make the Developer Contribution to affordable housing as set forth below. Developer may also propose to develop market rate units on Parcel G, in exchange for granting the Agency or the Affordable Housing Developer the right to develop a like number of affordable housing units elsewhere in Phase 1. The Agency and the Affordable Housing Developer reserve the right to reject any Developer proposal to purchase or transfer development rights.

9. Developer Contribution to Affordable Housing.

Developer shall contribute a minimum of \$2 million (the "Developer Contribution") to the Agency to be used by the Agency to subsidize affordable housing. In addition, should the City elect to pay from City sources any costs to Remediate the Public Open Space that would otherwise be the responsibility of the Developer under this Development Agreement, the Developer Contribution to the Agency shall be increased by an amount equal to the amount of such City payments, with interest accruing on such payments when disbursed by the City until the Developer Contribution is paid at the Local Agency Investment Fund rate in effect at the time of City disbursement. Developer shall pay the Developer Contribution, less \$1 million, to the Agency no later than the first issuance of a building permit by the City for the first affordable housing project on an Affordable Housing Parcel, and Developer shall pay the remaining \$1 million in Developer Contribution no later than the first issuance of a building permit by the City for the affordable housing project on the other Affordable Housing Parcel. The increase in the Developer Contribution shall be limited to funds received from the City as a reimbursement for Remediation Costs and shall not apply to any other funds received from the City.

10. Further Assurances.

Developer, the Agency, the City and the Affordable Housing Developer shall negotiate in good faith and enter into any additional agreements and documents as needed to effect the transactions contemplated by this Exhibit consistent with the purpose and intent of this Exhibit.

11. Defined Terms.

Terms capitalized in this Exhibit shall have that meaning set forth in this Exhibit or elsewhere in this Development Agreement.

EXHIBIT M

**CONDITIONS OF APPROVAL
MITIGATION MONITORING AND REPORTING PROGRAM
FOR THE OAK TO NINTH MIXED USE DEVELOPMENT PROJECT
"MASTER DEVELOPER OBLIGATIONS"**

EXHIBIT M

Conditions of Approval and Mitigation Monitoring and Reporting Program for the Oak to Ninth Mixed Use Development Project – “Master Developer Obligations”

Conditions of Approval

- | | |
|----------------------------------|--|
| 4. | PUD Design and Specification Document for Brooklyn Basin –
Oak to Ninth Development Project |
| 11, 12, 13, 14 | Indemnification Requirements |
| 18, 19, 20, 21 | Transportation and Circulation |
| 22 | Transportation Demand Management |
| 25, 26 | Cultural Resources |
| 27, 28, 29, 30
31, 32, 33, 34 | Vesting Tentative Map and Master Improvement Plans |
| 36 | Off-site Sewer Project Requirement |
| 40 | Landscaping, Open Space, Park and Trail Requirements |
| 48 | Affordable Housing Provisions |

Mitigation Monitoring and Reporting Program

Transportation, Circulation and Parking

B.1.a, B.1.c, B.1.d, B.1.e, B.2.a, B.2.b, B.2.d, B.2.e, B.2.f, B.2.g, B.2.h, B.2.i, B.2.j,
B.2.k, B.2.l, B.2.m, B.2.n, B.2.o, B.2.p, B.2.q, B.3.a, B.3.b, B.3.d, B.3.e, B.3.f, B.3.h,
B.3.i, B.3.m, B.3.n, B.3.o, B.4a and b, B.6, B.7

Air Quality

C.7

Cultural Resources

E.1, E.2, E.3, E.8

Hazardous Materials

H.1

Biological Resources

I.1, I.2, I.3

EXHIBIT N

CONSTRUCTION OF TEMPORARY BAY TRAIL

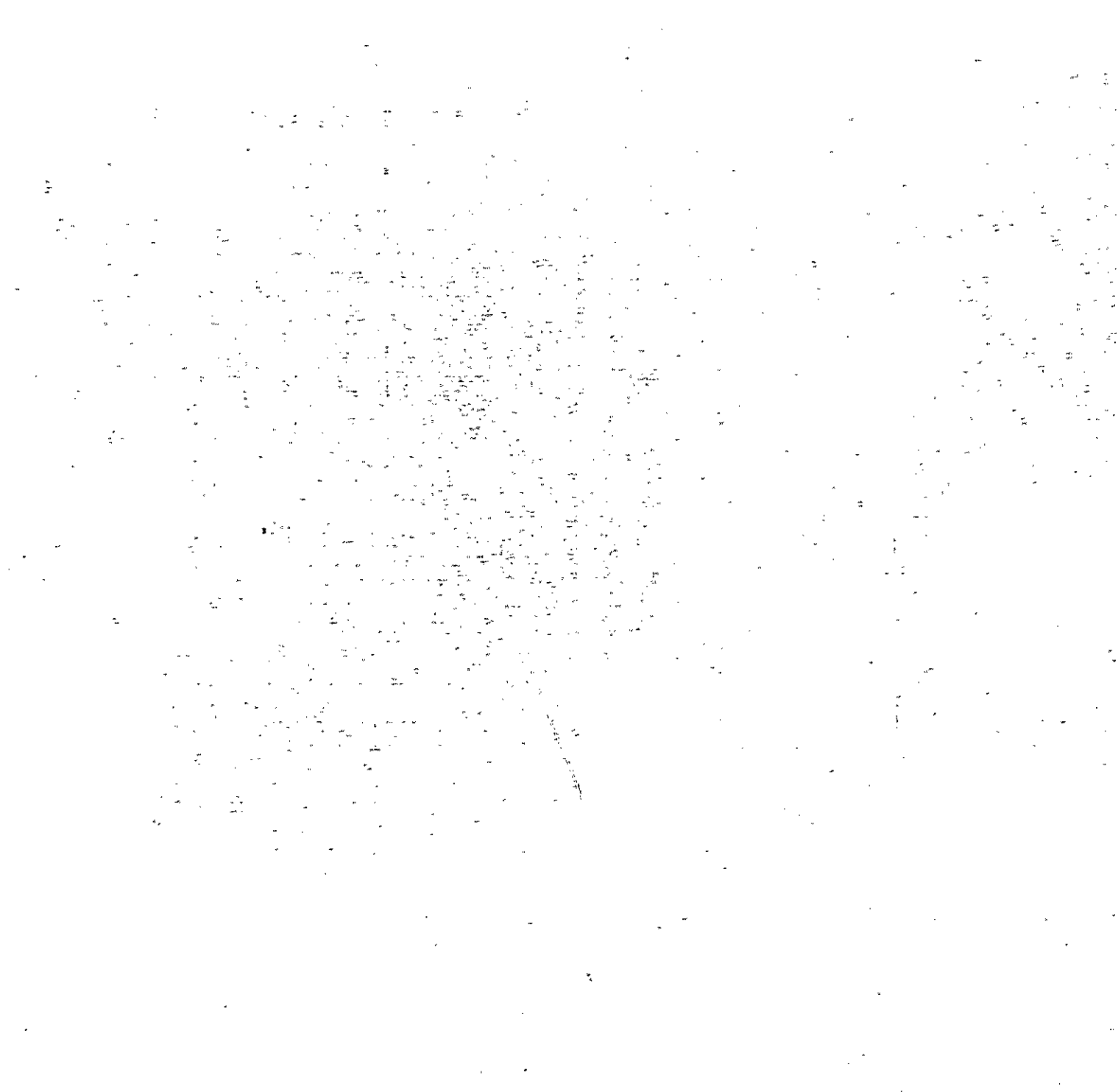


EXHIBIT N

Construction of Temporary Bay Trail

Temporary Trail. Developer shall use commercially reasonable efforts to obtain the California Department of Toxic Substances Control's (DTSC) and the San Francisco Bay Conservation and Development Commission's (BCDC) approval for the installation of temporary trail improvements for the Bay Trail within Phases II, III and IV prior to the Remediation of such Phases. A Temporary Trail Plan shall be submitted to the City, DTSC and BCDC which includes plans and specifications following the criteria set forth below, as well as any requested information and construction management provisions for dust control, setbacks, directional signs, proposed routes and projected periods and locations of removal or suspension of use to provide for completion of remediation, construction of the project and public safety during development of the project.

As used in Section 4.16 the term "temporary trail improvements" means (a) the establishment of a level grade, (b) an eight (8) foot wide asphalt trail along a mutually agreed upon alignment and (c) a chain link fence along the landward side of the temporary trail. The temporary trail improvements shall not include any lighting. If approved, the temporary trail improvements shall be installed as follows:

- a. Phases II and III: Concurrently with the installation of the permanent Bay Trail improvements located in Phase I; and
- b. Phase IV: Upon the termination/expiration of the Berkeley Ready Mix lease (if development of permanent improvements for Phase IV have not commenced concurrently therewith), but in no event earlier than June 1, 2016.

The temporary trail improvements shall be installed and removed at Developer's cost.

After consultation with the City Planning Department, Developer shall have the right to remove or suspend the use of the temporary trail improvements as necessary in order to allow for completion of remediation, construction of the Project and to provide for public safety during the development of the Project. Notwithstanding the foregoing to the contrary, in the event that the Developer determines that it is necessary to remove or suspend the use of a portion of the temporary trail improvements, the Developer shall use commercially reasonable efforts to establish an alternate route along sidewalks within or adjacent to the Project to maintain access. The alternate routes and timing associated therewith shall be established in consultation with the City. The parties acknowledge that there may be time when construction within or adjacent to the Project will prevent the Developer from maintaining access (either along the temporary trail improvements or alternate routes) and in such an event, the Developer shall provide the City and public with a minimum of 72 hour's notice regarding the location and closure of the expected duration of such interruptions.

Subject to the foregoing, the temporary trail improvements shall be open to the public (a) after the formation and funding of the CSD/CFD and (b) from dawn to dusk. The CSD/CFD shall be responsible for the maintenance of the temporary trail improvements.

Indemnity obligations of Developer, City and CSD pertaining to the obligations in Exhibit N are set forth in Section 4.16 of the Development Agreement.