



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2019 FEB -7 PM 2:31

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: William A. Gilchrist
Director, PBD

SUBJECT: Memorandum of Agreement for
30 Blair Place

DATE: January 28, 2019

City Administrator Approval

Date:

2/5/19

RECOMMENDATION

Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator Or Her Designee To Enter Into A Memorandum Of Agreement With The City Of Piedmont For The Development Of A Replacement Single Family Residence At 30 Blair Place, A Property Located Within Both Jurisdictions.

EXECUTIVE SUMMARY

The City Council is requested to enter into a memorandum of agreement (MOA) with the City Of Piedmont for the redevelopment of a single family residence at 30 Blair Place. The property is located within both jurisdictions and the MOA will allow the City of Piedmont to act as the lead agency for the issuance of planning and building permits for the proposed redevelopment. Staff is recommending the City Council adopt the resolution.

BACKGROUND / LEGISLATIVE HISTORY

The applicant seeks to demolish an existing single family residence and construct an approximately 4,084 square feet three-bedroom single family residence that would straddle the Oakland-Piedmont border at 30 Blair Place (**Attachment A**). The lot is 8,138 square feet and currently contains a 2,454 square feet single family residence. Approximately 4,350 square feet, or fifty-three percent (53%), of the property is located in Oakland and approximately 3,788 square feet, or forty-seven percent (47%), is located in Piedmont.

The proposed single family residence is largely in compliance with the City of Oakland's zoning standards, except where the proposed building encroaches into the required rear yard setback, and the proposed building's wall height (excluding roof pitch) is above that allowed by the City of Oakland, although the maximum height (for pitched roofs) is not exceeded. The proposal does meet the City of Piedmont's development standards in these regards, which deviate slightly from the City of Oakland's zoning standards. The applicant will request a variance from the City of Piedmont to maintain the existing legal nonconforming front setback.

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ANALYSIS AND POLICY ALTERNATIVES

The applicant has requested that all required permits for land use and building inspections be processed by the City of Piedmont. Staff supports this request for the following reasons:

- The City of Piedmont has historically dealt with permitting at this property;
- The orientation of the existing home is on a street served exclusively by the City of Piedmont;
- Structural failure of the existing dwelling is on the Piedmont portion of the lot;
- The City of Piedmont zoning requirements regarding replacement of a single-family residence are substantially the same as those in Oakland—with the exception of rear yard setback (five feet in Piedmont, 20 feet in Oakland) and height (35 feet in Piedmont, 25 feet [wall height] and 30 feet [pitched roof height] in Oakland);
- The City of Piedmont uses the same State mandated building codes as Oakland; and
- Piedmont will provide the residence with 911 services, municipal waste removal services, access to Piedmont Unified School District schools, and other municipal services.

The draft MOA (***Attachment B***) contains the following terms to assure that Oakland will not be negatively impacted by the proposal:

- Piedmont will be the lead agency for all land use approvals regarding the property;
- Piedmont will be responsible for building permit issuance, plan check, issuance of certificates of occupancy, building inspections and similar activities for the entire project consistent with the appropriate procedures, fees, and standards of Piedmont;
- The Piedmont Fire Department will be responsible for the provision of emergency and public safety services to the project, including those portions located in the City of Oakland;
- Piedmont will provide notification to all property owners within 100 feet of the proposal pursuant to the City of Piedmont Planning Code; and
- Piedmont will provide municipal waste removal services, access to the Piedmont unified School District schools, and other municipal services to the single-family residence.

FISCAL IMPACT

Adopting this resolution would likely be revenue neutral. While fees would not be paid to the City, there would also be no cost to the City because Planning and Building Division staff would not work on the project. Furthermore, there would be no impact on the City of Oakland's municipal services for the property.

PUBLIC OUTREACH / INTEREST

This item did not require any additional public outreach other than the required posting on the City's website.

COORDINATION

The City Attorney's Office and the City of Piedmont has worked closely with staff on the preparation of the MOA and has reviewed this staff report and resolution, as has the City's Budget Office.

SUSTAINABLE OPPORTUNITIES

Economic: The residents of the expanded single family residence and Secondary Residential Unit may increase the number of potential residents/patrons who live near the Montclair Commercial District.

Environmental: The new structure will be required to meet modern standards for energy efficiency and Green Building.

Social Equity: The increased size of the unit and addition of a Second Residential Dwelling Unit will provide housing opportunity for people of a variety of income levels.

CEQA

The California Environmental Quality Act (CEQA) Guidelines exempts specific types of projects from environmental review. The following is an analysis citing the two CEQA exemptions that apply to this project, both of which provide a separate and independent basis for CEQA clearance.

Section 15268 – Ministerial Projects: Section 15268(b) of the CEQA Guidelines states that ministerial projects such as the issuance of building permits are exempt from CEQA.

Section 15303 – New Construction or Conversion of Small Structures: Section 15303(a) of the CEQA Guidelines states that one single-family residence, or a second dwelling unit in a residential zone, is exempt from CEQA.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Administrator or her designee to enter into a Memorandum of Agreement with the City of Piedmont for the redevelopment of a single family residence at 30 Blair Place, a property located within both jurisdictions.

For questions regarding this report, please contact Robert Smith, Planner III, at (510) 238 5217.

Respectfully submitted,



William A. Gilchrist
Director, Department of Planning & Building

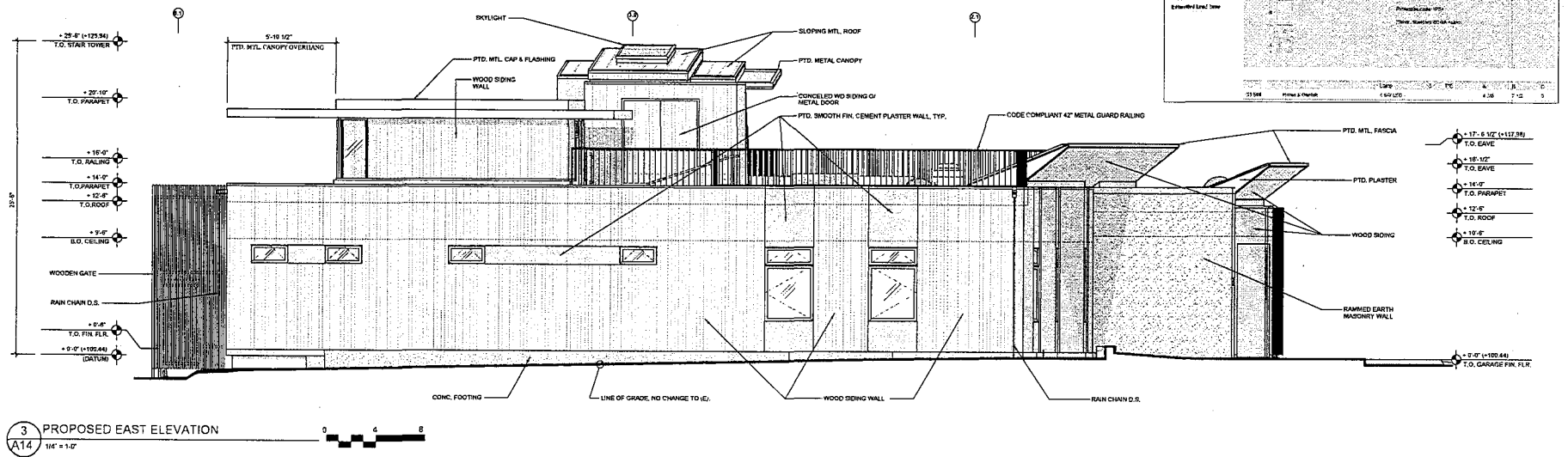
Reviewed by:
Edward Manasse, Interim Deputy Director
Bureau of Planning

Prepared by:
Robert Smith, Planner III
Bureau of Planning

Attachments (2):
A: Project Plan Set
B: Memorandum of Agreement

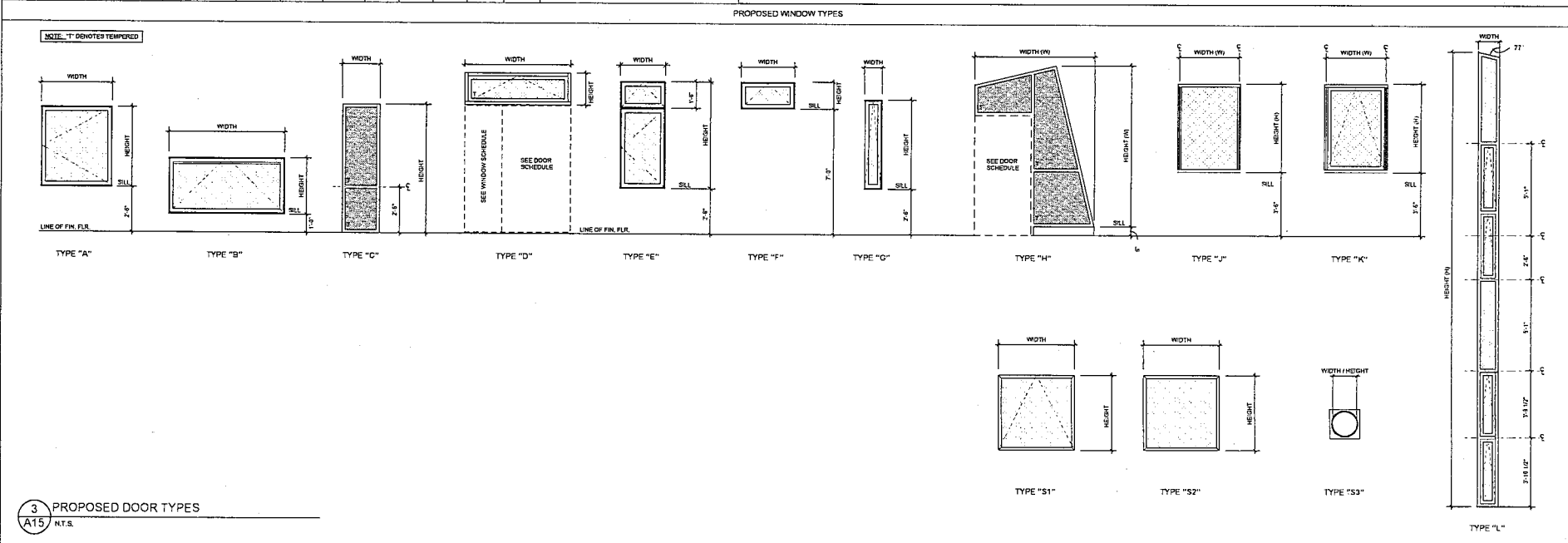
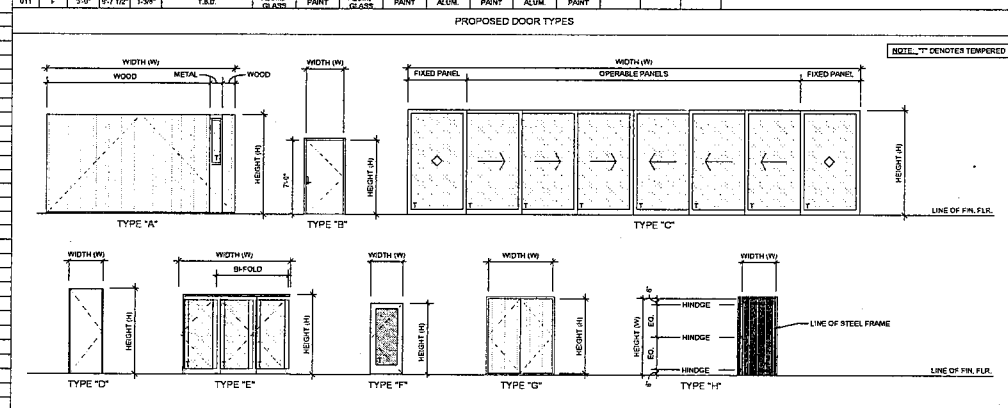
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February 19, 2019

ATTACHMENT A

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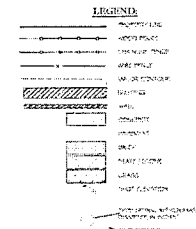
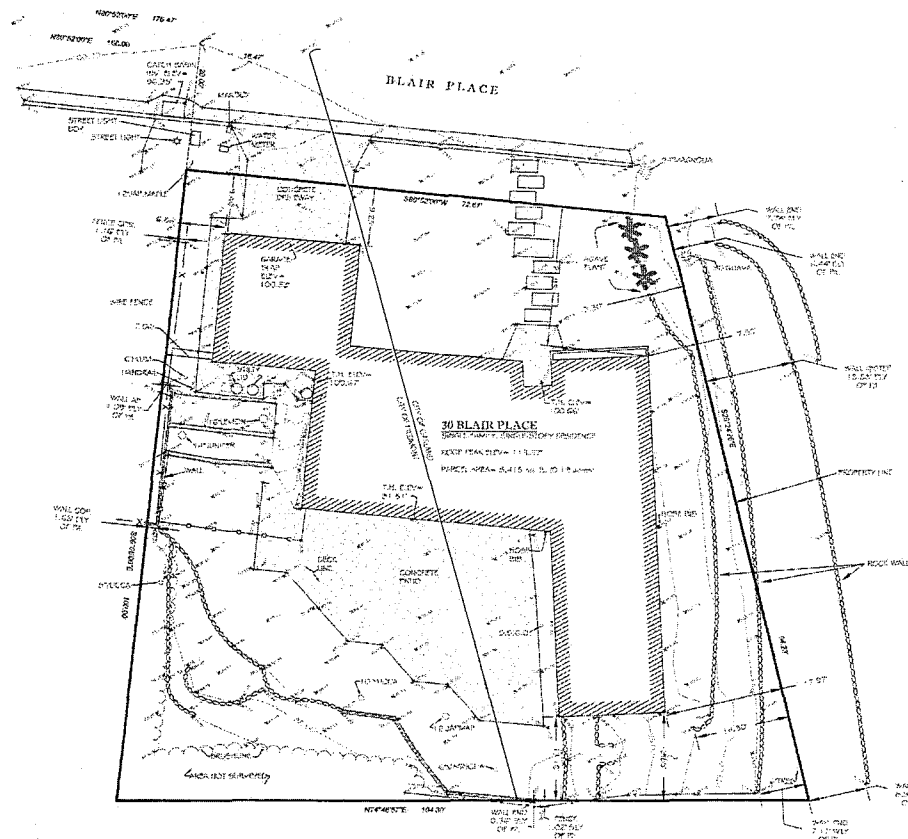
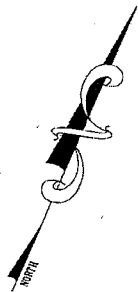
PROPOSED WINDOW SCHEDULE														
UNIT DIMENSIONS ARE TO OUTSIDE OF FRAME U.O.M. - VERIFY ROUGH OPENING IN MANUFACTURING					FINISH		DETAIL		CHARACTER		REMARKS			
TAG	TYPE	W	H	STYLE	MANUFACTURER	MATERIAL	GLAZING (DOOR PANEL)	INTERIOR	EXTERIOR	SILL	HEAD	JAMB	FINISH	GLASS
01	D	5'-11"	1'-10"	FIXED	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
02	C	2'-1"	7'-2"	AWNING	T.B.D.	ALUM.	PAINTED	PAINTED	PAINTED					2"
03	E	2'-6"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
04	E	2'-6"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
05	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
06	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
07	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
08	F	5'-0"	1'-6"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
09	F	5'-0"	1'-6"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
10	F	5'-0"	1'-6"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
11	F	5'-0"	1'-6"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
12	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
13	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
14	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
15	E	4'-0"	6'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
16	H	2'-2"	7'-2"	FIXED	T.B.D.	ALUM.	PAINTED	PAINTED	PAINTED					2"
17	G	1'-0"	5'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
18	F	5'-0"	1'-6"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
19	F	5'-0"	1'-6"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
20	A	4'-0"	5'-0"	CASEMENT	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
21	A	4'-0"	5'-0"	CASEMENT	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
22	B	5'-0"	3'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
23	G	1'-0"	5'-0"	AWNING	MANVIA	MIL. CLAD	CLEAR	PAINTED	PAINTED	7/16"	7/16"			2"
24	H	6'-8 1/2"	1'-11 1/2"	FIXED	T.B.D.	ALUM.	PAINTED	PAINTED	PAINTED					2"
25	D	3'-4"	1'-6"	FIXED	T.B.D.	ALUM.	PAINTED	PAINTED	PAINTED					2"
26	C	1'-0"	8'-2"	FIXED	T.B.D.	ALUM.	PAINTED	PAINTED	PAINTED					2"
27	J	3'-6"	5'-0"	AWNING	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
28	K	3'-6"	5'-0"	AWNING	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
29	J	3'-6"	5'-0"	FIXED	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
30	K	3'-6"	5'-0"	AWNING	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
31	J	2'-2"	5'-0"	FIXED	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
32	J	3'-6"	5'-0"	FIXED	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
33	K	3'-6"	5'-0"	AWNING	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
34	J	3'-6"	5'-0"	FIXED	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
35	J	1'-6"	3'-0"	FIXED	T.B.D.	ALUM.	CLEAR	PAINTED	PAINTED					2"
36	03	1'-4"	1'-4"	SEA TUNNEL	VELUX	T.B.D.	CLEAR	PAINTED	PAINTED					2"
37	02	4'-3"	4'-3"	FIXED	T.B.D.	METAL	CLEAR	PAINTED	PAINTED					2"
38	02	4'-3"	4'-3"	FIXED	T.B.D.	METAL	CLEAR	PAINTED	PAINTED					2"
39	02	4'-3"	4'-3"	FIXED	T.B.D.	METAL	CLEAR	PAINTED	PAINTED					2"
40	03	1'-4"	1'-4"	SEA TUNNEL	VELUX	T.B.D.	CLEAR	PAINTED	PAINTED					2"
41	01	4'-3"	4'-3"	FIXED	T.B.D.	METAL	CLEAR	PAINTED	PAINTED					2"

PROPOSED EXTERIOR DOOR SCHEDULE														
UNIT DIMENSIONS ARE TO OUTSIDE OF FRAME U.O.M. - VERIFY ROUGH OPENING IN MANUFACTURING					FINISH		DETAIL		CHARACTER		REMARKS			
TAG	TYPE	W	H	STYLE	MANUFACTURER	MATERIAL	GLAZING (DOOR PANEL)	INTERIOR	EXTERIOR	SILL	HEAD	JAMB	FINISH	GLASS
001	A	17'-0"	9'-4"	T.B.D.	RENTAL	3-1000 W 3M								2"
002	B	3'-4"	7'-0"	1-3/4"	T.B.D.	MIL. CLAD	WOOD	PAINT	WOOD	PAINT	WOOD	PAINT	ALUM.	PAINT
003	H	3'-0"	7'-2"	5-1/2"	CUSTOM	WOOD	STAIN	STEEL	PAINT	WOOD	STAIN	STEEL	PAINT	ALUM.
004	C	42'-0"	9'-10"	2-1/4"	MANVIA	CHMSSD 3/4 3M								2"
005	D	3'-0"	7'-10"	1-3/8"	T.B.D.	MIL. CLAD	WOOD	PAINT	WOOD	PAINT	WOOD	PAINT	ALUM.	PAINT
006	H	3'-0"	7'-2"	5-1/2"	CUSTOM	WOOD	STAIN	STEEL	PAINT	WOOD	STAIN	STEEL	PAINT	ALUM.
007	E	10'-0"	7'-3 1/2"	2-1/4"	MANVIA	CHMSSD 3/4 3M								2"
008	E	10'-0"	7'-3 1/2"	2-1/4"	MANVIA	CHMSSD 3/4 3M								2"
009	F	3'-0"	9'-7 1/2"	1-3/8"	T.B.D.	MIL. CLAD	WOOD	PAINT	WOOD	PAINT	WOOD	PAINT	ALUM.	PAINT
010	G	6'-0"	7'-0"	2-1/4"	T.B.D.	MIL. CLAD	WOOD	PAINT	WOOD	PAINT	WOOD	PAINT	ALUM.	PAINT
011	F	3'-0"	9'-7 1/2"	1-3/8"	T.B.D.	ALUM.	GLASS	PAINT	ALUM.	GLASS	PAINT	ALUM.	GLASS	PAINT



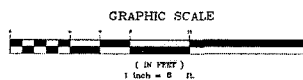
DRAWING SYMBOLS LEGEND		PROJECT CONTACTS				DRAWING INDEX					
	ELEVATION REFERENCE	OWNER MARIA C. E. RACHMAT & STANLEY WONG 39 BLAIR PLACE PIEDMONT, CA 94611 (415) 216-7390		DESIGNER STANLEY WONG 39 BLAIR PLACE PIEDMONT, CA 94611 (415) 216-7390		STRUCTURAL ENGINEER JOE TERMEHNER / GIBER SEDR CONSULTING 6270 THORNHILL DR., UPPER OFFICE OAKLAND, CA 94611 (510) 525-1491		LANDSCAPE DESIGNER AARON PARR AARON PARR LANDSCAPE DESIGNER 1671 EXCELSIOR AVENUE OAKLAND, CA 94612 (510) 328-8931		ARCHITECTURAL A01 PROJECT DATA & NOTES A02 SITE SURVEY A03 NEIGHBORHOOD CONTEXT & AREA CALCULATIONS A04 EXISTING SITE / ROOF PLAN A05 EXISTING ENTRY LEVEL PLAN A06 EXISTING BASEMENT LEVEL PLAN A07 EXISTING NORTH & WEST ELEVATIONS A08 EXISTING SOUTH & EAST ELEVATIONS A09 PROPOSED SITE PLAN & PENTHOUSE ROOF PLANS A10 PROPOSED ROOF GARDEN LEVEL PLAN A11 PROPOSED ENTRY LEVEL PLAN A12 PROPOSED BASEMENT PLAN A13 PROPOSED NORTH & WEST ELEVATIONS A14 PROPOSED SOUTH & EAST ELEVATIONS A15 PROPOSED WINDOW & EXT. DOOR SCHEDULES A16 WINDOW & DOOR DETAILS	
		SECTION REFERENCE									
	GRID LINE										
	DETAIL REFERENCE										
	DATUM OR WORK POINT										
	ELEVATION MARKER										
	DOOR										
	EXISTING WALL										
	PROPOSED NEW WALL										
	PROPOSED 1 HOUR RATED WALL										
	PROPOSED RAMMED EARTH WALL										
	PROPOSED CONCRETE WALL										
	EARTH SOIL										
	WINDOW TAG										
	DOOR TAG										
	OBJECT ABOVE										
	WALLS BEYOND										
	PROPERTY LINE										
	SETBACK LINE										
	CENTER LINE										
	CENTER LINE										
		ABBREVIATIONS									
		ACCESSORS MAP									
		VICINITY MAP									
		NEIGHBORHOOD AERIAL									
		PROJECT DATA									

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
8	ISSUED FOR PERMIT
9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT
LANDSCAPE DESIGNER	
AARON PARR	
AARON PARR LANDSCAPE DESIGNER	
1671 EXCELSIOR AVENUE	
OAKLAND, CA 94612	
(510) 328-8931	
STRUCTURAL ENGINEER	
JOE TERMEHNER / GIBER	
SEDR CONSULTING	
6270 THORNHILL DR., UPPER OFFICE	
OAKLAND, CA 94611	
(510) 525-1491	
OWNER	
MARIA C. E. RACHMAT & STANLEY WONG	
39 BLAIR PLACE	
PIEDMONT, CA 94611	
(415) 216-7390	
RACHMATWONG RESIDENCE	
39 BLAIR PLACE	
PIEDMONT, CA 94611	
(415) 216-7390	
DRAWING & PROJECT DATA	
A01	



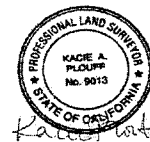
SURVEYOR'S NOTES

1. ELEVATIONS ARE BASED ON ASSUMED DATUM.
2. ONLY TREES 6" AND ABOVE WERE LOCATED ON THIS SURVEY. SMALLER TREES AND SHRUBS ARE NOT SHOWN.
3. DISTANCES SHOWN HEREON AREA EXPRESSED IN FEET AND DECIMALS THEREOF.



SURVEYOR'S CERTIFICATE

I, KACIE A. PLOUFF, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF CALIFORNIA (EXP. NO. 9013). I FURTHER CERTIFY THAT THIS PLAN REPRESENTS THE RESULTS OF A TOPOGRAPHIC SURVEY CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT.



CHRISTENSEN & PLOUFF
LAND SURVEYING
1871 CIRCLE CORNER
OAKLAND, CA 94612
947.3500



DATE: 03/09/18
DRAWING SCALE: 1" = 8'
PREPARED BY: KACIE PLOUFF
APPROVED BY: KACIE PLOUFF
CELL: 947.3500 FAX: 947.3501

30 BLAIR PLACE, PIEDMONT
COUNTY OF ALAMEDA
STATE OF CALIFORNIA
APN: 51-4710-13

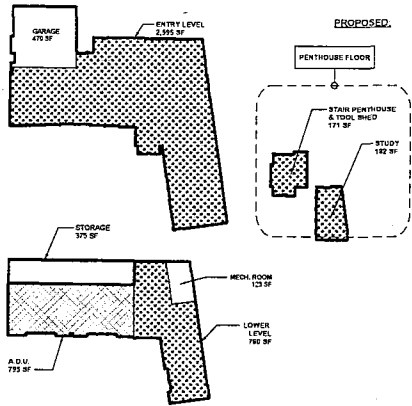
TOPOGRAPHIC SITE PLAN

PROJECT NO.: NCA-18-021
SHEET NO.: 1 OF 1

REVISIONS		LANDSCAPE DESIGNER		STRUCTURAL ENGINEER		OWNER		RACHMATWONG RESIDENCE		SITE SURVEY	
NO. 001	DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME	DATE
001	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18	MARLA E. RACHMAT & STANLEY WONG	03/09/18	30 BLAIR PLACE	03/09/18	30 BLAIR PLACE	03/09/18
002	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
003	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
004	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
005	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
006	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
007	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
008	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
009	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
010	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
011	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
012	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
013	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
014	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
015	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
016	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
017	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
018	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
019	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
020	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
021	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
022	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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026	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
027	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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031	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
032	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
033	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
034	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
035	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
036	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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039	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
040	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
041	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
042	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
043	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
044	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
045	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
046	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
047	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
048	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
049	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
050	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
051	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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056	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
057	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
058	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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068	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
069	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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073	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
074	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
075	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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079	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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088	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
089	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
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091	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
092	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
093	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
094	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
095	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
096	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
097	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
098	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
099	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						
100	03/09/18	KACIE PLOUFF	03/09/18	JOE TERPMEHUBER	03/09/18						

AREA CALCULATIONS

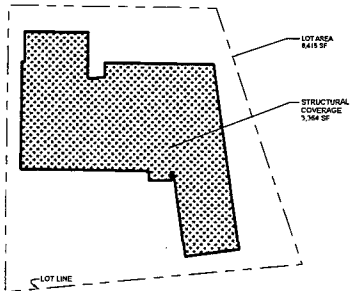
LEGEND: SPACE NOT DEEMED AS FLOOR AREA, FLOOR AREA, A.D.U. FLOOR AREA, STRUCTURAL AREA, HARDSCAPE AREA, LANDSCAPE AREA



PROPOSED FLOOR AREA:

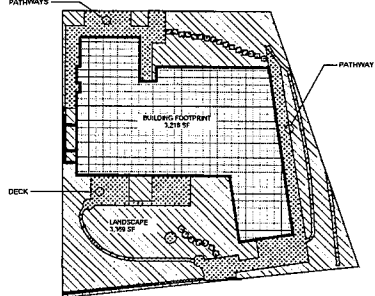
1. STAIR P.H.	=	171
2. STUDY	=	182
3. ENTRY LEVEL	=	2,995
4. LOWER LEVEL	=	785
TOTAL	=	3,733 SF
PLANNING %	=	44 %

A.D.U. 775 SF
8.4%



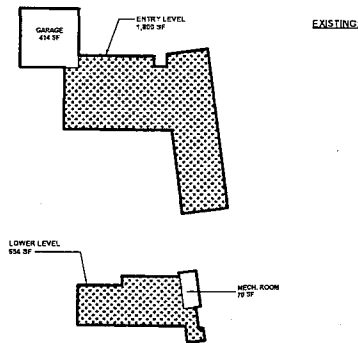
PROPOSED LOT COVERAGE:

1. STRUCTURE	=	3,364
2. LOT AREA	=	8,415
PLANNING %	=	40 %



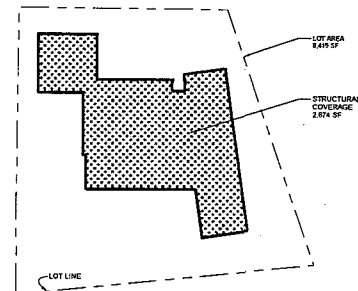
PROPOSED LANDSCAPE COVERAGE:

1. HARDSCAPE	=	1,822
2. BUILDING FOOTPRINT	=	1,598
3. LANDSCAPE	=	3,395
PLANNING %	=	40.6 %



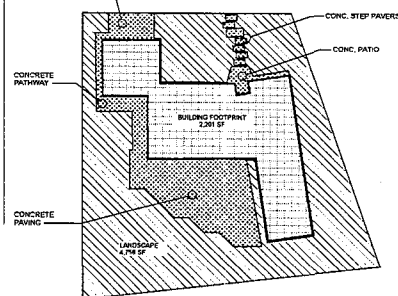
EXISTING FLOOR AREA:

1. ENTRY LEVEL	=	1,805
2. BASEMENT LEVEL	=	654
TOTAL	=	2,459 SF
PLANNING %	=	29 %



EXISTING LOT COVERAGE:

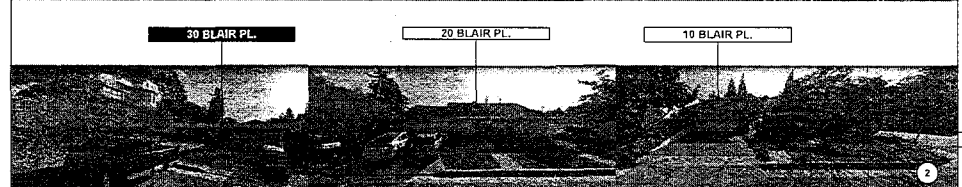
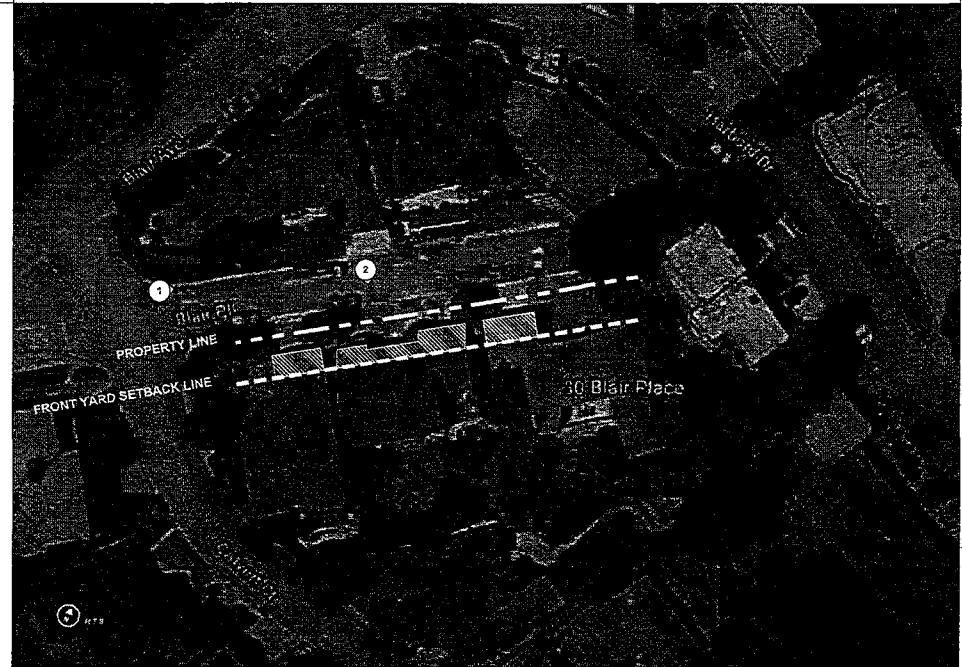
1. STRUCTURE	=	2,874
2. LOT AREA	=	8,415
PLANNING %	=	34 %



EXISTING LANDSCAPE COVERAGE:

1. HARDSCAPE	=	1,458
2. BUILDING FOOTPRINT	=	2,261
3. LANDSCAPE	=	4,758
PLANNING %	=	55.5 %

NEIGHBORHOOD CONTEXT



REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/18	PRELIMINARY
2	02/15/18	REVISED
3	03/15/18	REVISED
4	04/15/18	REVISED
5	05/15/18	REVISED
6	06/15/18	REVISED
7	07/15/18	REVISED
8	08/15/18	REVISED
9	09/15/18	REVISED
10	10/15/18	REVISED
11	11/15/18	REVISED
12	12/15/18	REVISED

DESIGNER

ARCHITECT	ARCHITECT
STRUCTURAL ENGINEER	STRUCTURAL ENGINEER
MECHANICAL ENGINEER	MECHANICAL ENGINEER
ELECTRICAL ENGINEER	ELECTRICAL ENGINEER
CIVIL ENGINEER	CIVIL ENGINEER
LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT
ENVIRONMENTAL ENGINEER	ENVIRONMENTAL ENGINEER
WATER RESOURCES ENGINEER	WATER RESOURCES ENGINEER
TRANSPORTATION ENGINEER	TRANSPORTATION ENGINEER
INDUSTRIAL ENGINEER	INDUSTRIAL ENGINEER
MINING ENGINEER	MINING ENGINEER
NUCLEAR ENGINEER	NUCLEAR ENGINEER
OTHER	OTHER

OWNER

NAME	ADDRESS	CITY	STATE	ZIP
30 BLAIR PLACE	PIEDMONT, CA 94611	PIEDMONT	CA	94611

PROJECT

PROJECT NAME	PROJECT NUMBER
30 BLAIR PLACE	018-105-001

DATE

DATE
01/15/18

SCALE

SCALE
1" = 10'

PROJECT

PROJECT NAME	PROJECT NUMBER
30 BLAIR PLACE	018-105-001

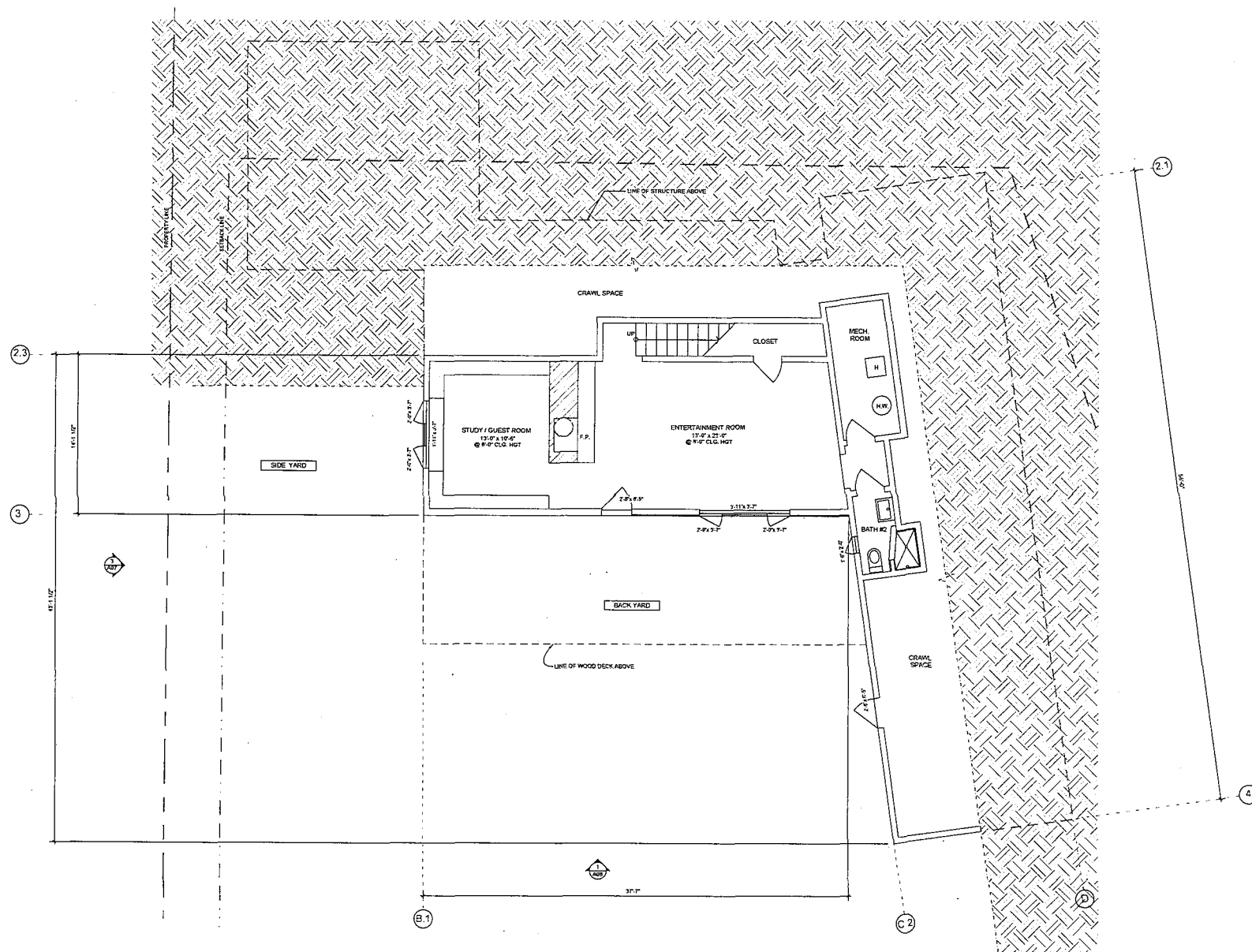
DATE

DATE
01/15/18

[illegible]



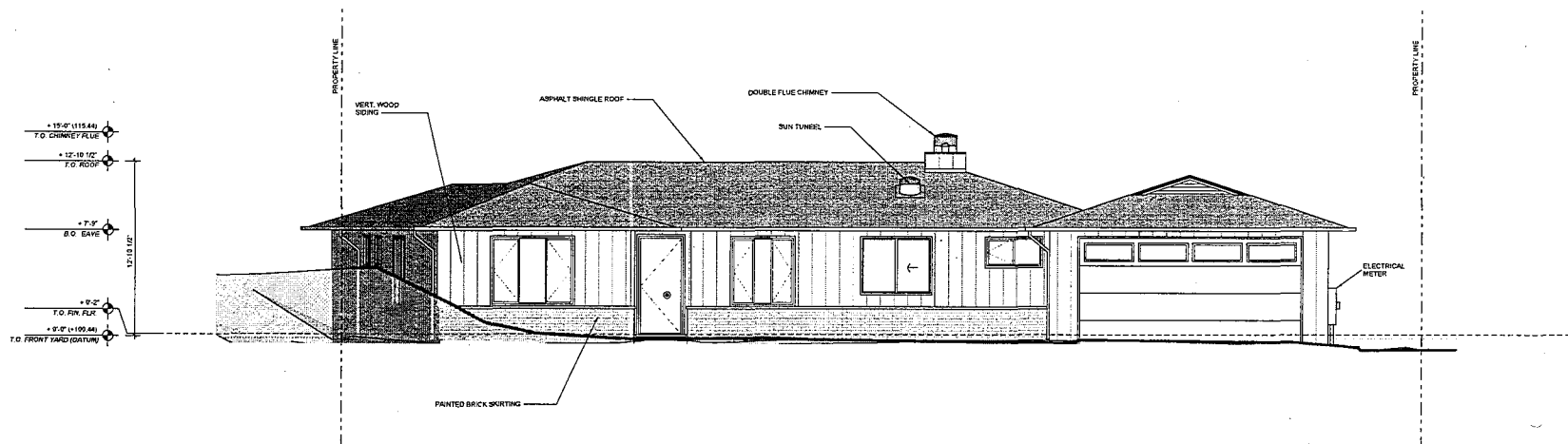
EXISTING ENTRY LEVEL PLAN					
RACHATMONG RESIDENCE					
OWNER	DRAWN BY	DESIGNED BY	STRUCTURAL ENGINEER	LAST UPDATE DESIGNER	REVISIONS
MARIN & RACHATMONG STABLE / MONG		STABLE / MONG	JOE TERHACHELIGER	AUGUST PARR	1-08-07 NOTED TO PERMIT
			SHERI COVALLINE	JARED PARK ARCHITECTURE DESIGNER	7-09-10 REWORK TRACKING
			1055 MORRILL AVE UPPER OFFICE		07-20-11 MATERIALS AND FINISHES FOR CONCRETE FOUNDATION
	30 BLAIR PLACE PIEDMONT, CA 94611	30 BLAIR PLACE PIEDMONT, CA 94611		487 EXCELOR DRIVE OAKLAND, CA 94611	07-15-14
				OAS MID CAL 14022	



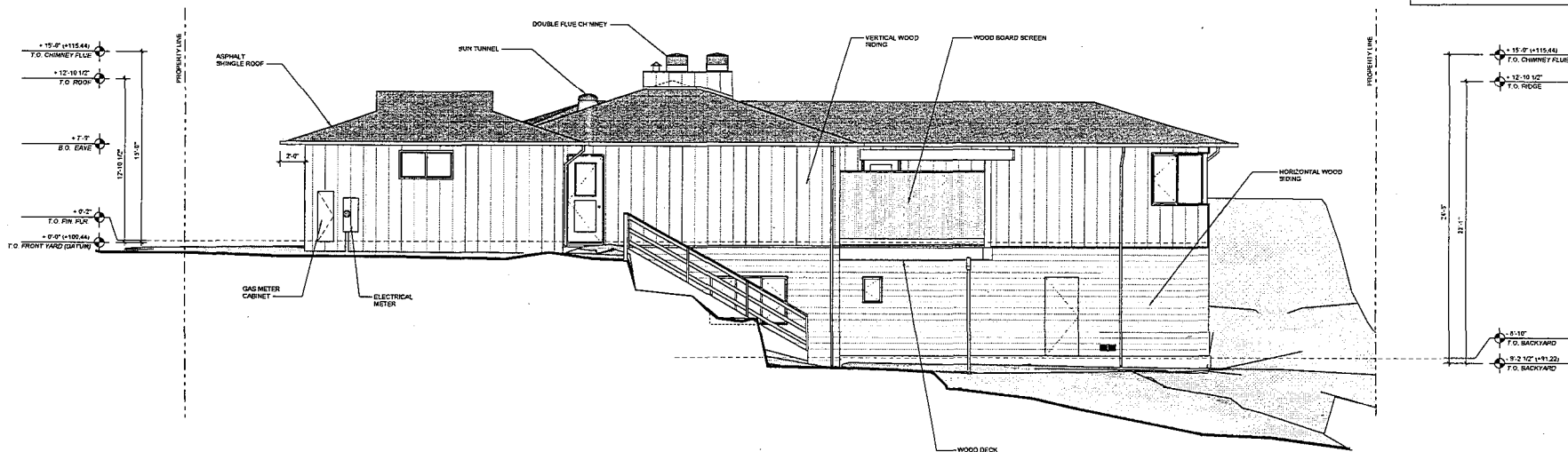
1 EXISTING BASEMENT FLOOR PLAN
A06 1/4" = 1'-0"



	EXISTING BASEMENT FLOOR PLAN	RACHWATWONG RESIDENCE 30 BLAIR PLACE PIEDMONT, CA 94611	OWNER MARIA C E RACHWAT & STANLEY WONG	DESIGNER JOE TERRELL/USER	STRUCTURAL ENGINEER JOE TERRELL/USER	LANDSCAPE DESIGNER AMON PARK	REVISIONS	
							REVISIONS	REVISIONS
							1-17-14 AMON PARK LANDSCAPE DESIGN	1-17-14 POINT APPROVAL
							2-17-14 REVISIONS TO LANDSCAPE DESIGN	2-17-14 REVISIONS TO LANDSCAPE DESIGN
							3-17-14 REVISIONS TO LANDSCAPE DESIGN	3-17-14 REVISIONS TO LANDSCAPE DESIGN



1 EXISTING NORTH ELEVATION
A07 1/4" = 1'-0"



3 EXISTING WEST ELEVATION
A07 1/4" = 1'-0"

REVISIONS	DATE	BY	DESCRIPTION
1	01/11/18	MM	FINAL APPROVAL
2	01/11/18	MM	REVISIONS
3	01/11/18	MM	REVISIONS
4	01/11/18	MM	REVISIONS

LANDSCAPE DESIGNER	ARCHITECT	ENGINEER	OWNER
LANDSCAPE DESIGNER	ARCHITECT	ENGINEER	OWNER

DESIGNER	CLIENT	PROJECT	LOCATION
DESIGNER	CLIENT	PROJECT	LOCATION

OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

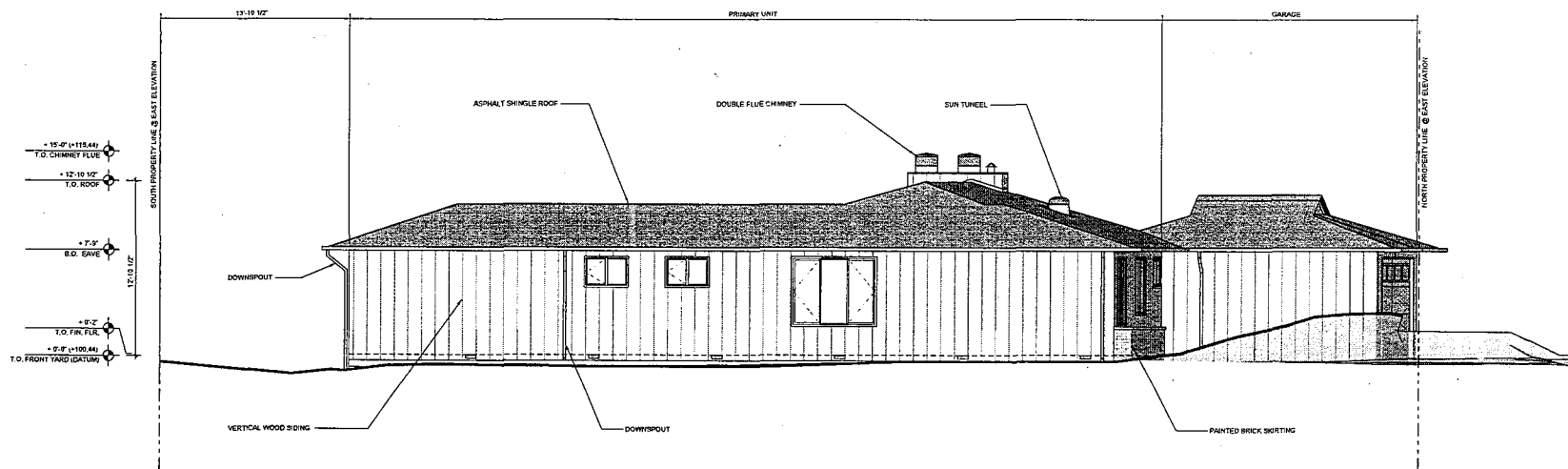
OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

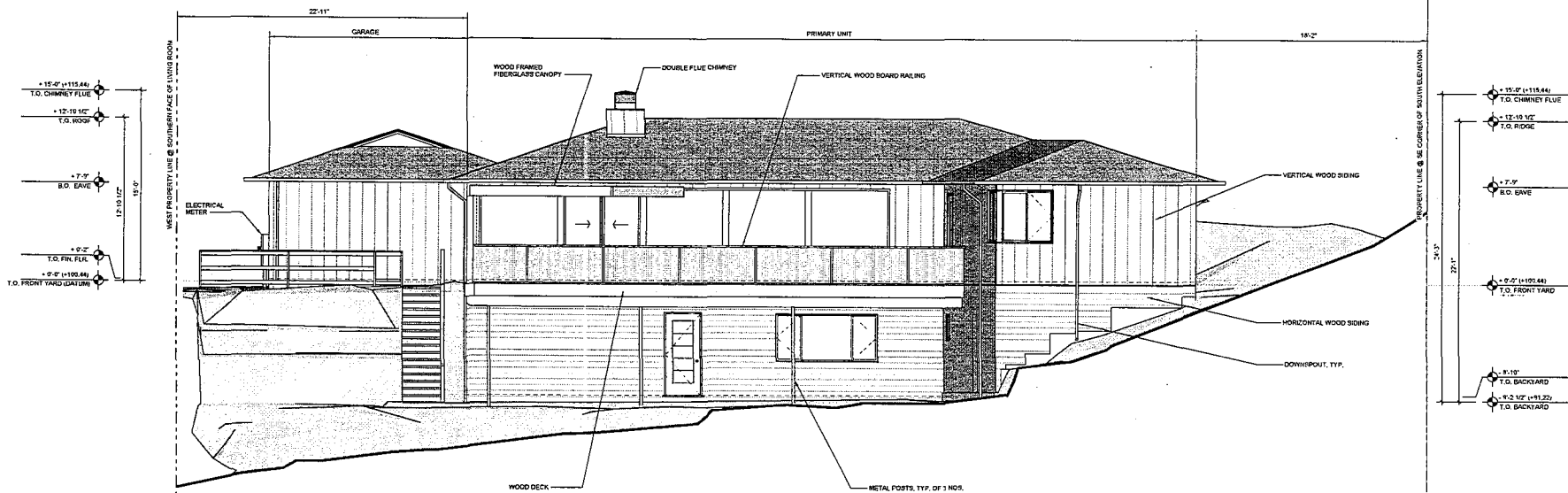
OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT

OWNER	DESIGNER	CLIENT	PROJECT
OWNER	DESIGNER	CLIENT	PROJECT



3 EXISTING EAST ELEVATION
A08 1/4" = 1'-0"



1 EXISTING SOUTH ELEVATION
A08 1/4" = 1'-0"

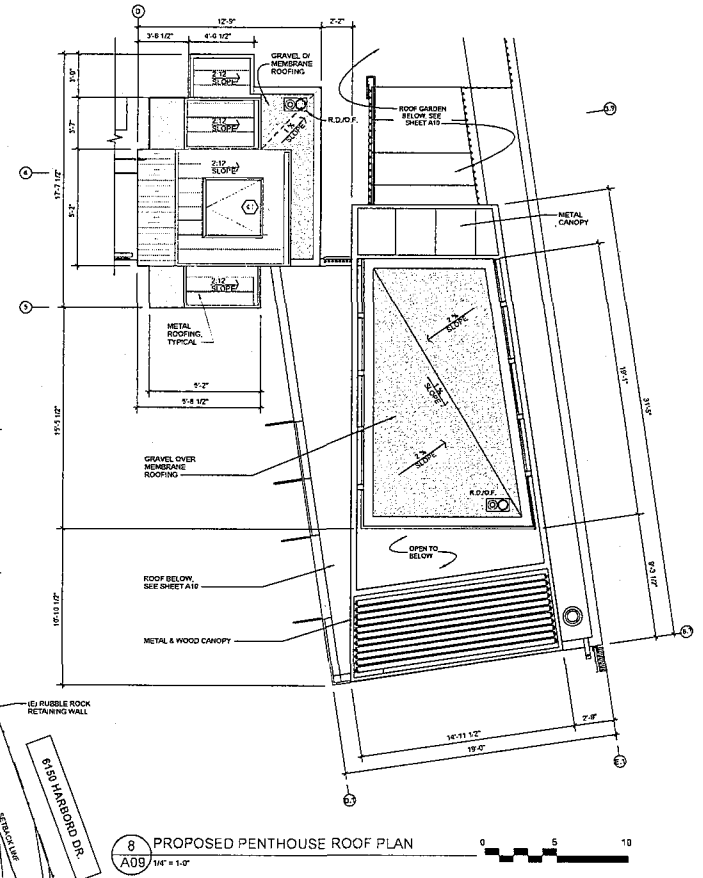
REVISIONS	DATE	BY	DESCRIPTION
1	10/14/14	ARCHITECT	FINAL DESIGN
2	10/14/14	ARCHITECT	REVISIONS
3	10/14/14	ARCHITECT	REVISIONS
4	10/14/14	ARCHITECT	REVISIONS
5	10/14/14	ARCHITECT	REVISIONS

OWNER	ARCHITECT	STRUCTURAL ENGINEER	LANDSCAPE DESIGNER
30 BLAIR PLACE PIEDMONT, CA 94611 415.247.7331	ARCHITECT ARCHITECT ARCHITECT ARCHITECT ARCHITECT	JOE TENGSTADT 3521 CONALING 4329 FARMHALL DR. UPPER OFFICE DANFORD, CA 94611 415.247.7331	ARCHITECT ARCHITECT ARCHITECT ARCHITECT ARCHITECT

RACHATWONG RESIDENCE
30 BLAIR PLACE PIEDMONT, CA 94611

EXISTING SOUTH & EAST ELEVATIONS

A08

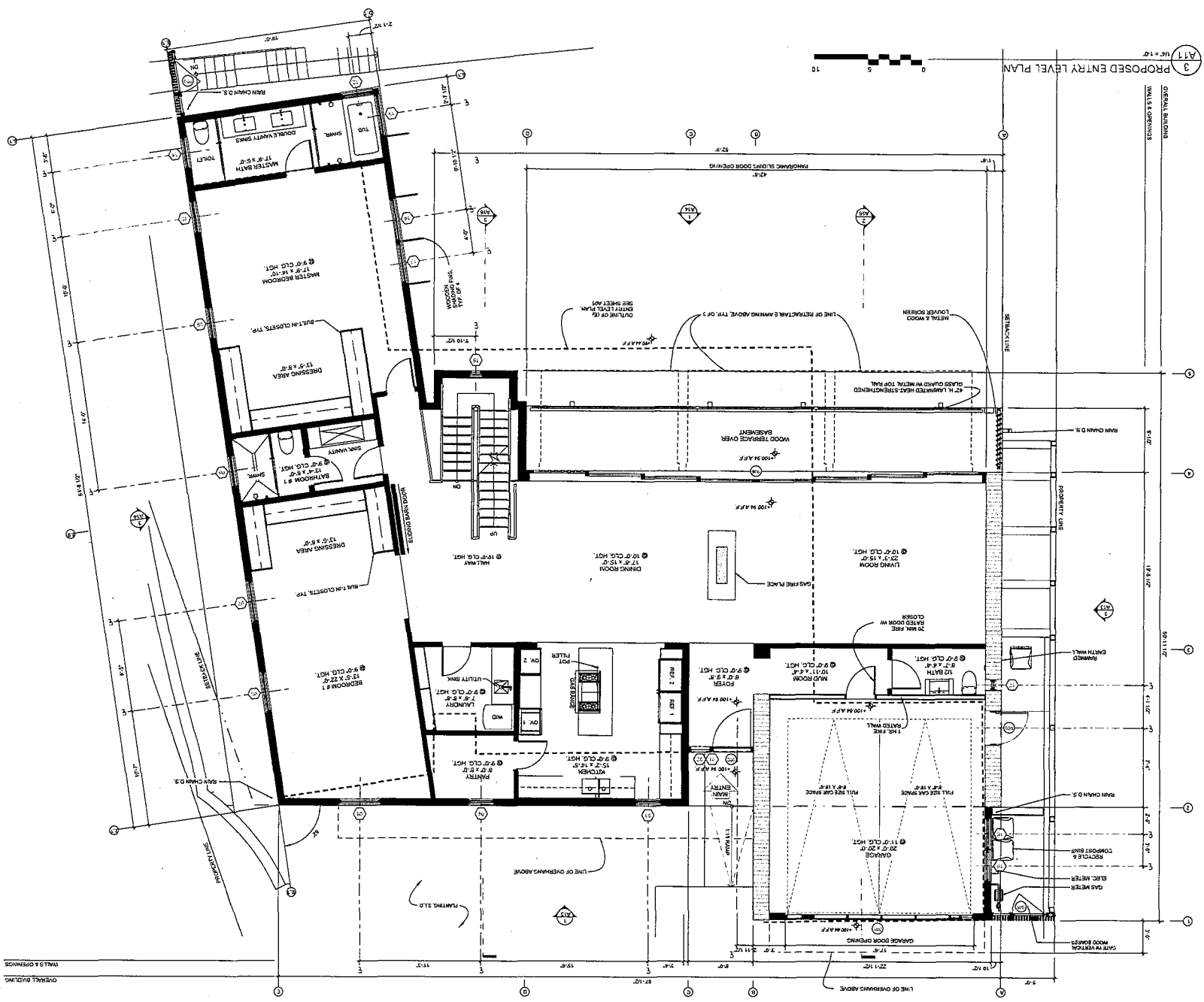


Age Group	No (%)	Yes (%)	Don't know (%)
0	45	45	10
5	35	55	10
10	25	75	10

3 PROPOSED SITE PLAN
A09 1/8" = 1'-0"

RACHIMATWONG RESIDENCE		LANDSCAPE DESIGNER		REVISIONS	
OWNER	STRUCTURAL ENGINEER	ARCHITECT	DATE	DESCRIPTION	DATE
MARGIE & BIGHAM & STANLEY WONG	JOE TERMEHREH (SEER)	AMON PARK LANDSCAPE DESIGNER	01/10/04	ISSUED TO ARCHITECT	
			02/10/04	REVISION TO EXISTING PLAN	
			03/10/04	REVISION TO EXISTING PLAN	
			04/10/04	REVISION TO EXISTING PLAN	
			05/10/04	REVISION TO EXISTING PLAN	
			06/10/04	REVISION TO EXISTING PLAN	
			07/10/04	REVISION TO EXISTING PLAN	
			08/10/04	REVISION TO EXISTING PLAN	
			09/10/04	REVISION TO EXISTING PLAN	
			10/10/04	REVISION TO EXISTING PLAN	
			11/10/04	REVISION TO EXISTING PLAN	
			12/10/04	REVISION TO EXISTING PLAN	
			13/10/04	REVISION TO EXISTING PLAN	
			14/10/04	REVISION TO EXISTING PLAN	
			15/10/04	REVISION TO EXISTING PLAN	
			16/10/04	REVISION TO EXISTING PLAN	
			17/10/04	REVISION TO EXISTING PLAN	
			18/10/04	REVISION TO EXISTING PLAN	
			19/10/04	REVISION TO EXISTING PLAN	
			20/10/04	REVISION TO EXISTING PLAN	
			21/10/04	REVISION TO EXISTING PLAN	
			22/10/04	REVISION TO EXISTING PLAN	
			23/10/04	REVISION TO EXISTING PLAN	
			24/10/04	REVISION TO EXISTING PLAN	
			25/10/04	REVISION TO EXISTING PLAN	
			26/10/04	REVISION TO EXISTING PLAN	
			27/10/04	REVISION TO EXISTING PLAN	
			28/10/04	REVISION TO EXISTING PLAN	
			29/10/04	REVISION TO EXISTING PLAN	
			30/10/04	REVISION TO EXISTING PLAN	
			31/10/04	REVISION TO EXISTING PLAN	
			32/10/04	REVISION TO EXISTING PLAN	
			33/10/04	REVISION TO EXISTING PLAN	
			34/10/04	REVISION TO EXISTING PLAN	
			35/10/04	REVISION TO EXISTING PLAN	
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			39/10/04	REVISION TO EXISTING PLAN	
			40/10/04	REVISION TO EXISTING PLAN	
			41/10/04	REVISION TO EXISTING PLAN	
			42/10/04	REVISION TO EXISTING PLAN	
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			47/10/04	REVISION TO EXISTING PLAN	
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			60/10/04	REVISION TO EXISTING PLAN	
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			65/10/04	REVISION TO EXISTING PLAN	
			66/10/04	REVISION TO EXISTING PLAN	
			67/10/04	REVISION TO EXISTING PLAN	
			68/10/04	REVISION TO EXISTING PLAN	
			69/10/04	REVISION TO EXISTING PLAN	
			70/10/04	REVISION TO EXISTING PLAN	
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			72/10/04	REVISION TO EXISTING PLAN	
			73/10/04	REVISION TO EXISTING PLAN	

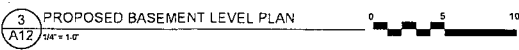
A10



3 PROPOSED ENTRY LEVEL PLAN
SCALE = 1/8" = 1'-0"

A11

PROPOSED ENTRY LEVEL PLAN			
RACHA WONG RESIDENCE			
OWNER	DESIGNER	STRUCTURAL ENGINEER	LANDSCAPE ARCHITECT
MRS. & MR. WONG	STANLEY WONG	JOE TENGCHANG CHEN	AMON VANILAKOSHI
30 BLAIR PLACE	30 BLAIR PLACE	635 THOMAS STREET, 2ND FLOOR	1871 EUGENIE AVENUE
PIEDMONT, CA 94611	PIEDMONT, CA 94611	OAKLAND, CA 94611	OAKLAND, CA 94612
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	10/1/18	ISSUED FOR PERMITTING	AMON
2	10/1/18	ISSUED FOR PERMITTING	AMON
3	10/1/18	ISSUED FOR PERMITTING	AMON



ATTACHMENT B

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA"), dated as of this _____ day of _____, 2018 ("Effective Date"), is entered into by and between the City of Piedmont, a municipal corporation ("Piedmont") and the City of Oakland, a municipal corporation ("Oakland"), with reference to the following facts and circumstances:

RECITALS

- A. The property located at 30 Blair Place (the "Property") consists of one lot, comprised of two tax parcels (APN Nos. 051-4710-13 and 051-4710-14), that straddles the Piedmont/Oakland border. The Property is depicted in Exhibit A attached hereto and incorporated herein. The Property is generally bounded by Blair Place on the North, a single family home at 10 Calvert Court (Piedmont) on the South, a single family home at 20 Blair Place (Piedmont) on the West, a single family home at 6150 Harbord Drive (Oakland) predominately on the East, and by 6170 Harbord Drive (Oakland) on the remaining Northern East corner. The Property consists of 8,138 square feet (determined by Alameda County Assessor's Office), approximately 4,350 square feet or 53% of which is located in Piedmont, and approximately 3,788 square feet or 47% of which is located in Oakland. An existing single family residence is built on both portions of the lot, across the cities' shared border, and fronts Blair Place. The lot slopes down from Blair Place to a single-family residence at 10 Calvert Court.
- B. When considering properties intersected by the border between the Cities of Piedmont and Oakland, by long-standing arrangement between the cities, certain properties are considered Piedmont properties for the purposes of providing 911 and other municipal services, and certain properties are considered Oakland properties for the purposes of providing 911 and other municipal services. The Property is considered a Piedmont property eligible for Piedmont 911 services, municipal waste removal services, access to the Piedmont Unified School District schools, and other municipal services. The residences which have vehicular and pedestrian access to Blair Place, are also considered Piedmont properties for those same services.
- C. Maria C. E. Rachmat and Stanley S. Wong ("Applicant") desire to demolish the existing residential structure and construct a new home, and make other site improvements to the property as a whole (collectively, "Project").
- D. Currently, the existing single-family home is partially within Piedmont and partially within Oakland. The Project to demolish the existing residence and construction of a new home and other site improvements is also proposed to be partially within Piedmont and partially within Oakland.
- E. A search of records at the City of Piedmont reveals that during the past 65 years several building permits were issued by the City for the property at 30 Blair Place, including a 1953 permit to construct a 1 story 6 room residence with garage, a permit for a 1970 remodel, a permit for a 1978 roof replacement, a 1979 permit for repairs, a 1984 permit

for a new furnace, a 1984 permit for deck repairs, a 1992 permit for termite repairs, a 1995 permit for stair repairs, a 2000 permit for a new roof, a 2003 permit for underground utility repairs, a 2016 permit for sewer repairs, and a 2017 permit for sidewalk repairs.

- F. Both Piedmont and Oakland desire to see this site's use compatible with the surrounding properties and consistent with the cities' land use regulations and plans.
- G. In order to efficiently consider the Project, the cities desire to enter into this MOA to memorialize the designation of Piedmont as the lead agency for the purposes of both land use approvals and building inspection of the Project, including but not limited to issuance of building and occupancy permits, and the provision of 911 and other municipal services to the Project, consistent with the terms and conditions contained in this MOA.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. Lead Agency under CEQA

Piedmont shall serve as Lead Agency for purposes of review under the California Environmental Quality Act (CEQA).

II. Planning Approval Process

The City of Piedmont will be the approval authority for all land use approvals regarding the Property, including but not limited to zoning approvals, variances, and issuance of conditional use permits or the like, to the extent any such approvals may be necessary. Piedmont shall apply its land use regulations, except as may be otherwise stated in this MOA.

- A. Applications. Applicant will submit a planning application to the City of Piedmont Planning Commission. A notice regarding the project will be sent to the City of Oakland at the same time as the notices are sent to neighbors as required by the City of Piedmont Planning Code. Any staff reports will be sent to the City of Oakland prior to a Planning Commission hearing at the same time the report is made available to the public.
- B. Noticing. In undertaking noticing for actions by the City of Piedmont, all property owners within a 100-foot radius of the Property will be notified to ensure that neighbors from both jurisdictions are notified of the project.
- C. Conditions of Approval. The City of Piedmont will provide the City of Oakland a copy of the Conditions of Approval for the project if and when the project is approved.

D. Ongoing Jurisdiction. Both Piedmont and Oakland understand that, by virtue of the proposed location of this Project, a portion of the Project, if approved, will be constructed within the City of Piedmont, and a portion of the Project will be constructed within the City of Oakland. As a consequence, except as otherwise provided in this MOA, the residents of the Project will be subject to the laws of both cities.

- Oakland acknowledges the continuing jurisdiction of the City of Piedmont and its Municipal Code within those portions of the Project located within the City of Piedmont, and will not undertake any action or approval that will result in any violation of any of those laws. Piedmont acknowledges the continuing jurisdiction of the City of Oakland, its Charter and Municipal Code within those portions of the Project located within the City of Oakland and will not undertake any action or approval that will result in any violation of those laws, except as may regard planning or building approvals for buildings partially located in the City of Piedmont. The City of Piedmont shall have jurisdiction over planning and building approvals for those buildings partially and wholly in the City of Piedmont.
- The City of Oakland and the City of Piedmont both reserve the right to take such actions as necessary to enforce the laws, conditions or requirements within each city. Both cities agree to cooperate with the other city in any action undertaken to enforce any condition or requirement imposed on the Project.

III. Building and Permit Issues

- A. Building Permit and Plan Check. Piedmont will be responsible for building permit issuance, plan check, issuance of certificates of occupancy, building inspections and similar activities for the entire Project consistent with the appropriate procedures, fees, and standards of Piedmont. Except as set forth elsewhere in this MOA, inspections of the Project will be conducted by the City of Piedmont. Prior to the issuance of a building permit, the City of Piedmont Fire Department shall review and approve the fire and life safety systems including, but not limited to, fire hydrants, fire sprinkler systems, fire alarm systems, fire department access, and water distribution systems. In addition, prior to the issuance of a building permit, the Piedmont Planning Department shall review the building permit plans to ensure compliance with the approved Conditions of Approval. The City of Piedmont retains the authority to issue future building permits for buildings on the Property located either partially or wholly within its jurisdiction.
- B. Building Address. The existing residence will retain the address of *30 Blair Place, Piedmont*, and the Project will have a Piedmont address on *Blair Place*.

IV. Emergency Service

The Piedmont Fire Department shall be responsible for the provision of emergency and public safety services to the Project, including those portions located in the City of Oakland. Each City shall provide reciprocal response assistance as needed.

V. Fees

- A. Public Improvement Fees. The Applicant shall be responsible for paying any public improvement fees required for the Project in Piedmont, including sewer connection fees and sewer user fees as applicable. The Applicant shall be responsible for paying sewer connection fees to the City of Piedmont for those units in the Project that discharge to the City of Piedmont sewer system. The sewer user fees are collected by East Bay Municipal Utility District as a part of monthly water bills.
- B. Other Fees. The Applicant shall be responsible for paying any fees required by Piedmont for staff review of encroachment permits, building permit plans, public improvement plans, and subdivision maps for consistency with Project approvals and city design standards.
- C. Not Comprehensive. The listing of specified fees in this Section V is not intended to serve as a comprehensive list of applicable fees from either jurisdiction.

IV. Indemnification

- A. No Liability To Third Parties. Nothing in this MOA shall be deemed to create rights or obligations in the Applicant or third parties not signatories to this MOA.
- B. Indemnification.
- Oakland. Oakland shall defend, indemnify and hold harmless Piedmont from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOA or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or intentional acts or omissions of Oakland, its officers, agents or employees.
 - Piedmont. Piedmont shall defend, indemnify and hold harmless Oakland from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOA or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or intentional acts or omissions of Piedmont, its officers, agents or employees.

VI. Miscellaneous Provisions

- A. Notice. For any action related to this MOA, each City shall be sent notices at the following addresses:

To Piedmont:

City of Piedmont 120 Vista Avenue
Piedmont, CA 94611
Attention: Kevin Jackson, Planning Director
Phone: 510-420-3050 FAX: 510-653-8272
Email: kjackson@piedmont.ca.gov

With a copy to:

City of Piedmont
Attention: City Attorney
120 Vista Avenue Piedmont, CA 94611
Phone: 510-273-8780 FAX: 510-839-9104

To Oakland:

City of Oakland
Dept. of Planning and Building
250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612
Attention: Robert Smith, Planner III
Phone: (510) 238-5217
FAX: (510) 238-4730
Email: rsmith3@oaklandnet.com

With a copy to:

Office of the City Attorney
1 Frank H. Ogawa Plaza,
Floor Oakland, CA 94612
Attention: Brian P. Mulry
Phone: (510) 238-6839
FAX: (510) 238-6500
Email: bmulry@oaklandcityattorney.org

- B. Headings. The headings in this MOA are for reference and convenience of the parties and do not represent substantive provisions of this MOA.
- C. Governing Law. This MOA shall be governed by the laws of the State of California.
- D. Modifications. Any modification of or amendment to this MOA will be effective only if it is signed in writing by all parties.
- E. Counterparts. This MOA may be executed in any number of counterparts (including by fax, PDF, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Piedmont and Oakland have each caused this MOA to be duly executed on its behalf as of the Effective Date.

City of Piedmont

City of Oakland

By: _____

Name: Paul Benoit

Title: City Administrator

Attest:

By: _____

Name: John O. Tulloch

Title: City Clerk

Approved as to form and legality:

By: _____

Name: Michelle Marchetta Kenyon

Title: City Attorney

Authorized by Resolution No. _____

adopted _____

By: _____

Name: Sabrina B. Landreth

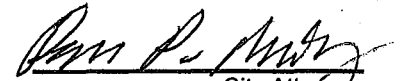
Title: City Administrator

Approved as to form and legality:

By: _____

Name: Brian P. Mulry

Title: Deputy City Attorney


City Attorney

2019 FEB -7 PM 2:32

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER
DESIGNEE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH
THE CITY OF PIEDMONT FOR THE DEVELOPMENT OF A
REPLACEMENT SINGLE FAMILY RESIDENCE AT 30 BLAIR PLACE, A
PROPERTY LOCATED WITHIN BOTH JURISDICTIONS**

WHEREAS, the property owner of 30 Blair Place, which is located in the cities of Oakland and Piedmont, approached both jurisdictions regarding construction of a replacement single family residence at 30 Blair Place; and

WHEREAS, the property owner requests that land use and building permits for the proposal be processed by the City of Piedmont; and

WHEREAS, the City of Oakland agrees that the issuance of planning and building permits and building inspections should be solely handled by the City of Piedmont as there is little difference between Piedmont and Oakland's codes in regards to single family residence development standards; and

WHEREAS, the City of Oakland is committed to seeing properties developed in as efficient a manner as possible; and

WHEREAS, the City Council hereby finds and determines that CEQA exemptions 15268(b) (Projects that are Ministerial) and 15303(a) (Construction of replacement single family residence in a Residential Zone) apply to this project, both of which provide a separate and independent basis for CEQA clearance; now, therefore be it

RESOLVED, that the City Administrator or her designee is authorized to negotiate and execute a Memorandum of Agreement for the development of a replacement single family residence at 30 Blair Place that is consistent with the Agenda Report and to negotiate and execute all documents, amendments, agreements and instruments reasonably necessary or required to implement this Resolution; and be it

FURTHER RESOLVED, that the Memorandum of Agreement and all such other documents, amendments, agreements and instruments, shall be reviewed and approved by the City Attorney's Office as to form and legality prior to execution; and be it

FURTHER RESOLVED, that CEQA exemptions 15268(b) (Projects that are Ministerial) and 15303(a) (Construction of replacement single-family residence in a Residential Zone) apply to this project, both of which provide a separate and independent basis for CEQA clearance.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA"), dated as of this 26 day of February, 2019 ("Effective Date"), is entered into by and between the City of Piedmont, a municipal corporation ("Piedmont") and the City of Oakland, a municipal corporation ("Oakland"), with reference to the following facts and circumstances:

RECITALS

- A. The property located at 30 Blair Place (the "Property") consists of one lot, comprised of two tax parcels (APN Nos. 051-4710-13 and 051-4710-14), that straddles the Piedmont/Oakland border. The Property is depicted in Exhibit A attached hereto and incorporated herein. The Property is generally bounded by Blair Place on the North, a single family home at 10 Calvert Court (Piedmont) on the South, a single family home at 20 Blair Place (Piedmont) on the West, a single family home at 6150 Harbord Drive (Oakland) predominately on the East, and by 6170 Harbord Drive (Oakland) on the remaining Northern East corner. The Property consists of 8,138 square feet (determined by Alameda County Assessor's Office), approximately 4,350 square feet or 53% of which is located in Piedmont, and approximately 3,788 square feet or 47% of which is located in Oakland. An existing single family residence is built on both portions of the lot, across the cities' shared border, and fronts Blair Place. The lot slopes down from Blair Place to a single-family residence at 10 Calvert Court.
- B. When considering properties intersected by the border between the Cities of Piedmont and Oakland, by long-standing arrangement between the cities, certain properties are considered Piedmont properties for the purposes of providing 911 and other municipal services, and certain properties are considered Oakland properties for the purposes of providing 911 and other municipal services. The Property is considered a Piedmont property eligible for Piedmont 911 services, municipal waste removal services, access to the Piedmont Unified School District schools, and other municipal services. The residences which have vehicular and pedestrian access to Blair Place, are also considered Piedmont properties for those same services.
- C. Maria C. E. Rachmat and Stanley S. Wong ("Applicant") desire to demolish the existing residential structure and construct a new home, and make other site improvements to the property as a whole (collectively, "Project").
- D. Currently, the existing single-family home is partially within Piedmont and partially within Oakland. The Project to demolish the existing residence and construction of a new home and other site improvements is also proposed to be partially within Piedmont and partially within Oakland.
- E. A search of records at the City of Piedmont reveals that during the past 65 years several building permits were issued by the City for the property at 30 Blair Place, including a 1953 permit to construct a 1 story 6 room residence with garage, a permit for a 1970 remodel, a permit for a 1978 roof replacement, a 1979 permit for repairs, a 1984 permit

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Email: kjackson@piedmont.ca.gov

With a copy to:

City of Piedmont
Attention: City Attorney
120 Vista Avenue Piedmont, CA 94611
Phone: 510-273-8780 FAX: 510-839-9104

To Oakland:

City of Oakland
Dept. of Planning and Building
250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612
Attention: Robert Smith, Planner III
Phone: (510) 238-5217
FAX: (510) 238-4730
Email: rsmith3@oaklandnet.com

With a copy to:

Office of the City Attorney
1 Frank H. Ogawa Plaza,
Floor Oakland, CA 94612
Attention: Brian P. Mulry
Phone: (510) 238-6839
FAX: (510) 238-6500
Email: bmulry@oaklandcityattorney.org

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- C. Governing Law. This MOA shall be governed by the laws of the State of California.
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IN WITNESS WHEREOF, Piedmont and Oakland have each caused this MOA to be duly executed on its behalf as of the Effective Date.

City of Piedmont

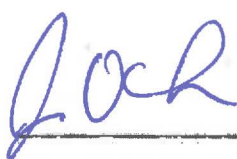
City of Oakland

By: 

Name: Paul Benoit

Title: City Administrator

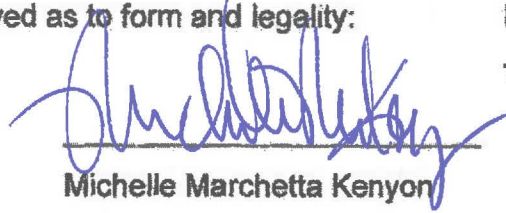
Attest:

By: 

Name: John O. Tulloch

Title: City Clerk

Approved as to form and legality:

By: 

Name: Michelle Marchetta Kenyon

Title: City Attorney

Authorized by Resolution No. 87557

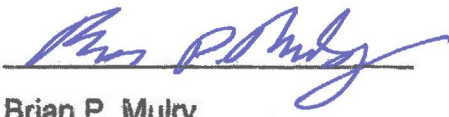
adopted 

By:

Name: Sabrina B. Landreth

Title: City Administrator

Approved as to form and legality:

By: 

Name: Brian P. Mulry

Title: Deputy City Attorney