

City of Piedmont
COUNCIL AGENDA REPORT

DATE: September 2, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Memorandum of Agreement between the City of Piedmont and the City of Oakland Related to 571 Crofton Avenue Regarding Jurisdiction for Planning and Building

RECOMMENDATION

Approve the attached Memorandum of Agreement between the City of Piedmont and the City of Oakland related to the property at 571 Crofton Avenue, and authorize the City Administrator to execute the agreement assigning approval authority to Piedmont for land use approvals for structures located on property in both Piedmont and Oakland.

EXECUTIVE SUMMARY

The owner of the residence at 571 Crofton Avenue is interested in converting the existing detached garage to an Accessory Dwelling Unit (ADU), as well as continuing to renovate the existing single-family residence and making several associated landscape and hardscape modifications to the property. The goal of the attached Memorandum of Agreement (MOA) is to establish the jurisdictional relationship between the cities of Piedmont and Oakland for planning and permitting purposes for 571 Crofton Avenue.

BACKGROUND

Dual-Jurisdiction Properties

When the City incorporated in 1907, the City boundaries were determined by using an existing sewer district map, which unfortunately, did not follow the boundaries of the underlying properties. The result is that more than 100 properties around the perimeter of the City are dual-jurisdiction properties: they are partly in Piedmont and partly in Oakland and pay taxes to both cities. Over the years, this has created difficulties in determining how municipal services (schools, public safety, trash service, etc.) are provided and how the properties are regulated for planning and building purposes. To address the need for a clear determination of which city would

provide first responder services, the City of Piedmont and the City of Oakland created a list (known as the “911 List”) in the mid-1970s that divided the properties by jurisdiction, generally using frontage and access as the primary determining factors. Except for school eligibility¹, a number of other municipal services, such as trash and recycling service, generally follow the 911 List.

For planning and building permits, the jurisdiction that issues approvals and permits is generally the jurisdiction in which a structure is located. In instances where a structure is located in both jurisdictions, both cities may legally exercise jurisdiction, and the decision over whether to exercise such jurisdiction has typically been made on a case-by-case basis, often determined by how much of the existing structure is in which city, where the majority of the work is proposed, and from which city the property receives 911 services. In those instances, Piedmont staff typically communicates with the City of Oakland to determine if it is beneficial for one city to cede jurisdiction to another, based on permit history, the receipt of services, and other relevant factors. This is obviously time-consuming and can be frustrating to applicants and staff, but unless undertaken, both cities would retain jurisdiction over a project, requiring applicants to seek approvals from both local governments.

571 Crofton Avenue

As seen in the attached area map of Crofton Avenue, Sylvan Way and Boulevard Way Avenue (Attachment A, agenda report page 4), some of the properties on Crofton are partly in Piedmont and partly in Oakland. Most properties on Crofton Avenue are entirely in Oakland, but the city line crosses 571 Crofton Avenue property along with a few other properties. For tax purposes, the property at 571 Crofton Avenue is assessed all of the City of Piedmont special taxes, including the sewer and paramedic taxes.

The City of Piedmont has several records of building permits issued by the City of Piedmont for construction and repairs at 571 Crofton Avenue. Because the existing property has historically been considered to be a "Piedmont property," with prior building permits issued by Piedmont and inclusion on the 911 List as a Piedmont property, the Planning agencies of both Piedmont and Oakland agree that the ADU conversion and renovations should be constructed under Piedmont planning and building permit authority. On July 15, 2025, the City of Oakland signed the MOA (Attachment B) ceding jurisdiction to Piedmont.

Memorandum of Agreement

The attached Memorandum of Agreement (MOA) establishes Piedmont as the approval authority for planning and building permits for the proposed ADU conversion and renovation project. Piedmont will continue to provide 911 services to the proposed new residence and may assess fees for planning permits, building permits and sewer connections, etc. The property will remain a dual-jurisdiction property, and any future projects would be required to comply with the laws of both jurisdictions, as both cities retain jurisdiction for the enforcement of their own laws. Both cities mutually agree to indemnify and hold harmless the other city regarding approvals of a proposed project. Similar agreements have been adopted by the Piedmont City Council for other dual jurisdictional projects, with the most recent approved by the City Council on October 18, 2021,

¹ The Piedmont Unified School District has separate and distinct criteria for determining eligibility for school services

for a dual jurisdiction property at 513 Boulevard Way and December 6, 2021, at 564 Crofton Avenue.

ENVIRONMENTAL REVIEW

The MOA is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the approval of the MOA would have a significant adverse effect on the environment (Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3)), and the MOA is not a project as the MOA modifies organizational or administrative activities that will not result in a direct or indirect physical changes to the environment (Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3)).

FISCAL IMPACT

The proposed MOA does not modify the tax assessment for 571 Crofton Avenue. City of Piedmont planning and building permit application fees will be collected for the Planning & Building Department staff's review of the proposed construction.

NEXT STEPS

Pursuant to standard City of Piedmont procedures, the Piedmont City Council shall adopt a resolution authorizing the City Administrator to execute the agreement. Upon approval of the MOA by both cities, the City of Piedmont shall proceed processing the applications for approval of permits for the conversion of existing garage to an ADU and other work under Piedmont's planning and building codes.

REVIEW BY CITY ATTORNEY

This report and the attached agreement have been reviewed and approved by the City Attorney.

By: Pierce Macdonald, Senior Planner

ATTACHMENTS:

Attachment A	Page 4	Area Map of Crofton Avenue and Boulevard Way Properties
Attachment B	Pages 5 - 12	Project Plans for 571 Crofton ADU Conversion
Attachment C	Pages 13 - 24	Memorandum of Agreement



571 Crofton avenue

Garage - ADU

Main house

Attachment B

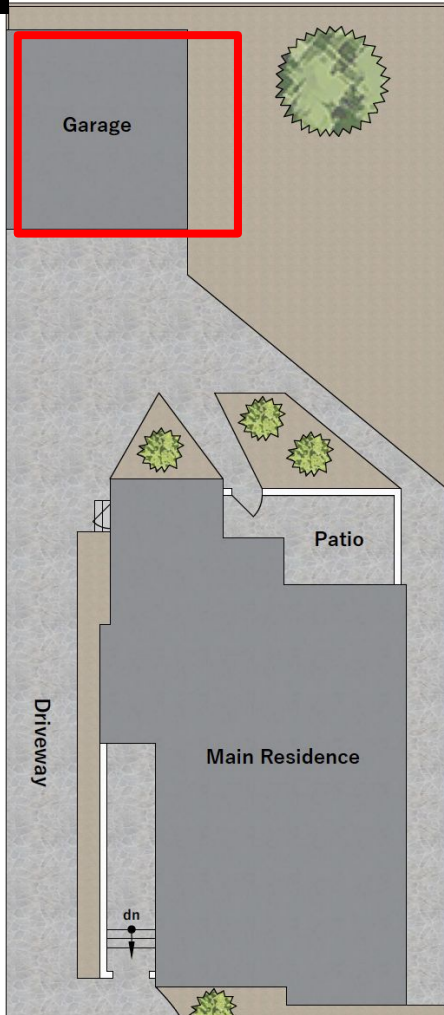
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A front (street) view of the structures on the two adjacent properties



Site survey



Attachment B

Existing elevation

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Front



Site Plan

lot size approx. 6,621 sqft

Side

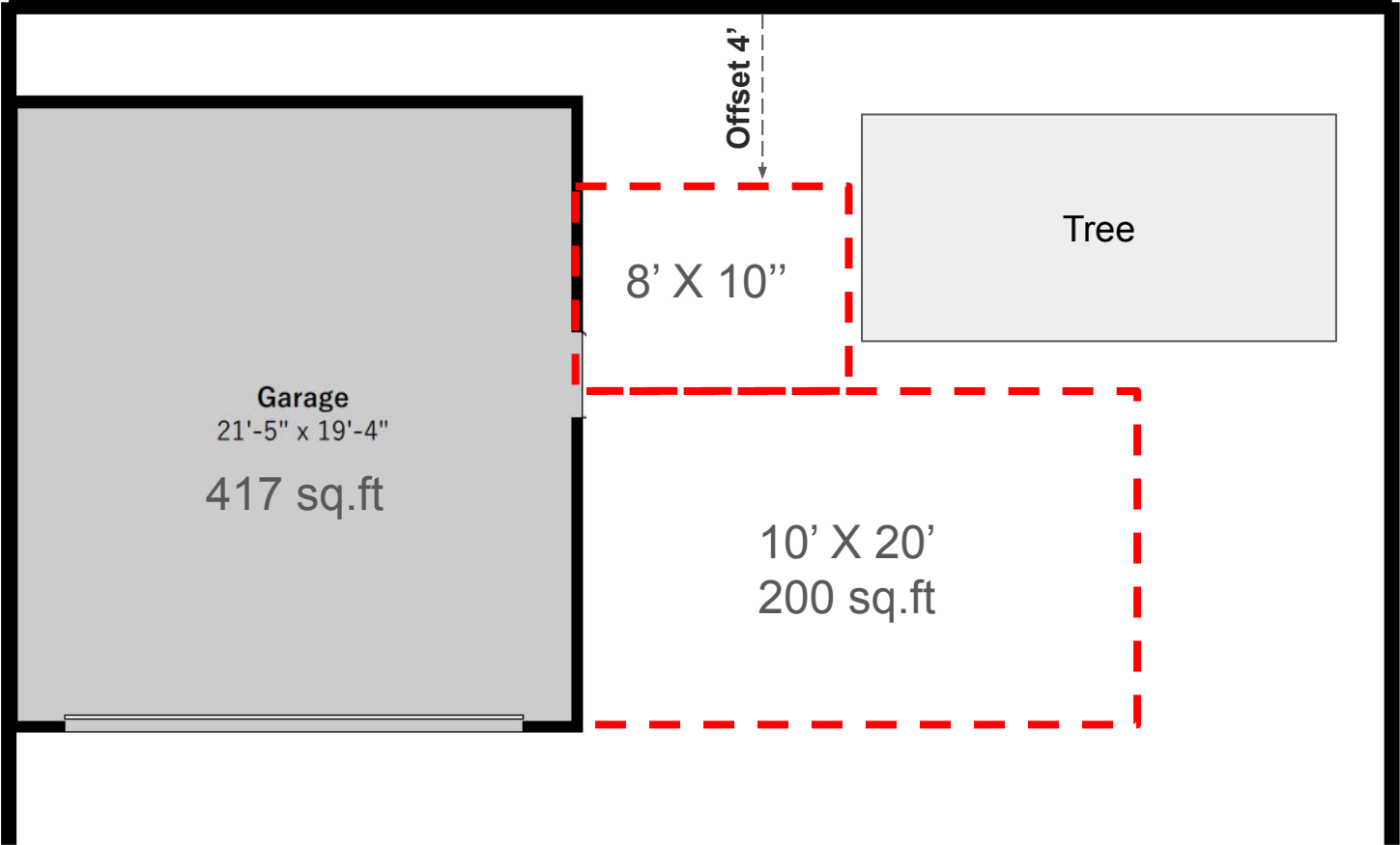


Existing and proposed site plan 700 sq.ft

Attachment B

New foundation & additional

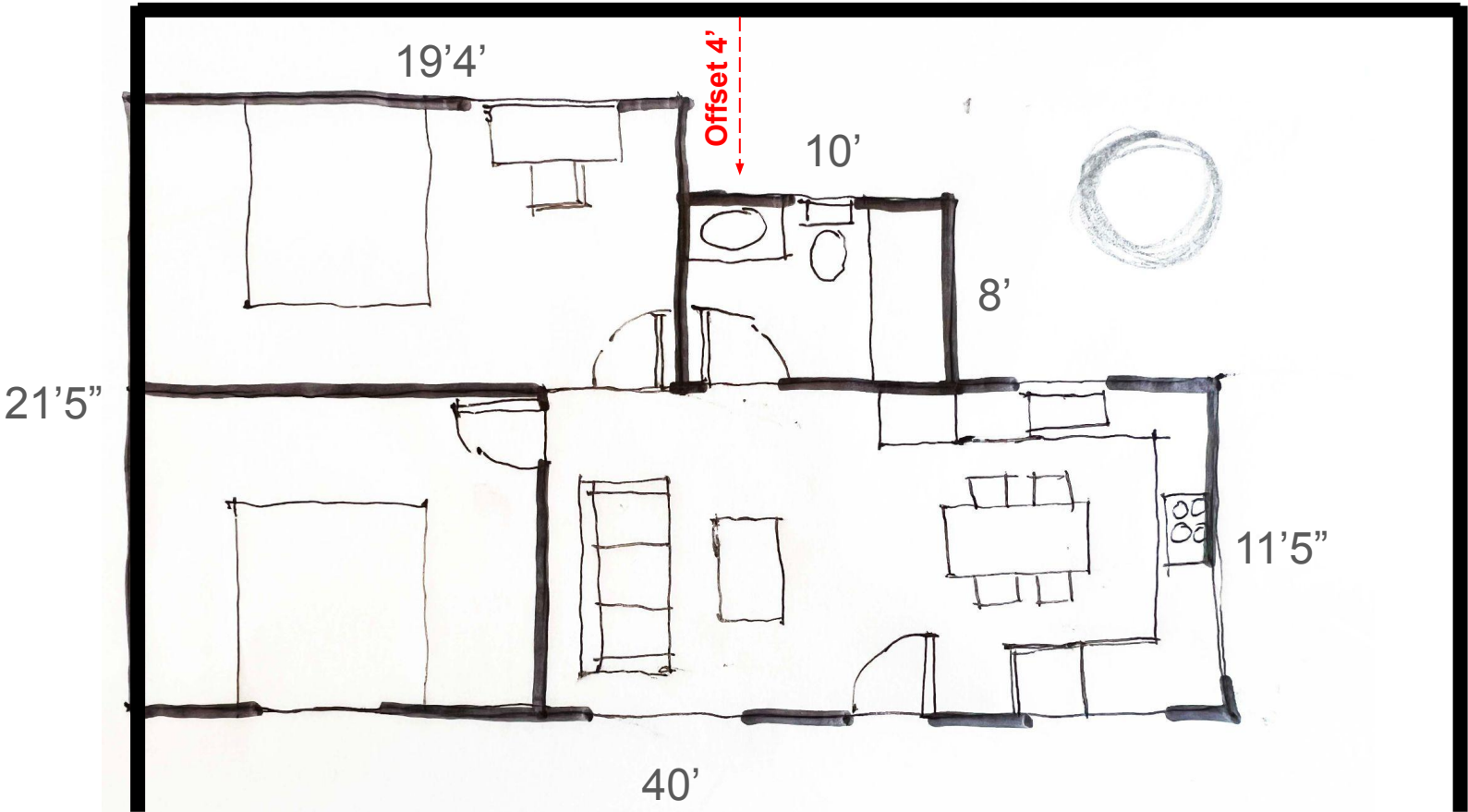
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Floor plan for 700 sq.ft , 30' X 20'

Attachment B

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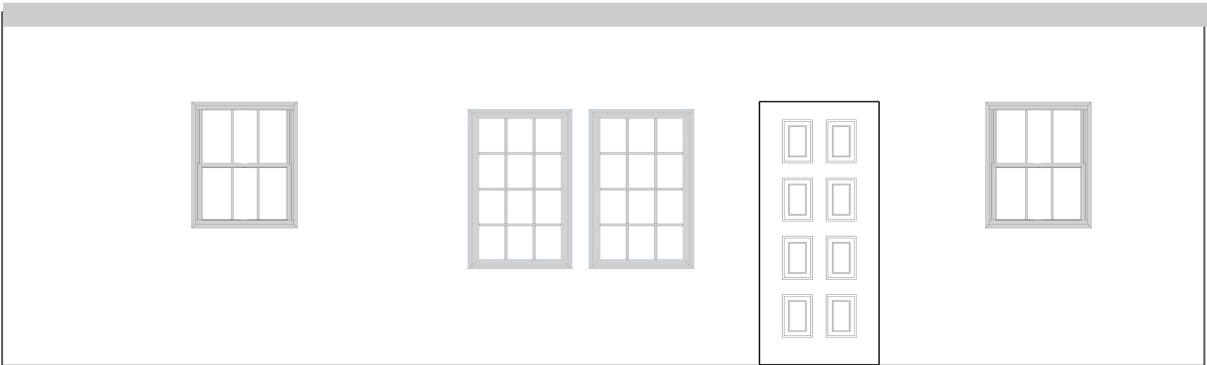


Proposed Elevations

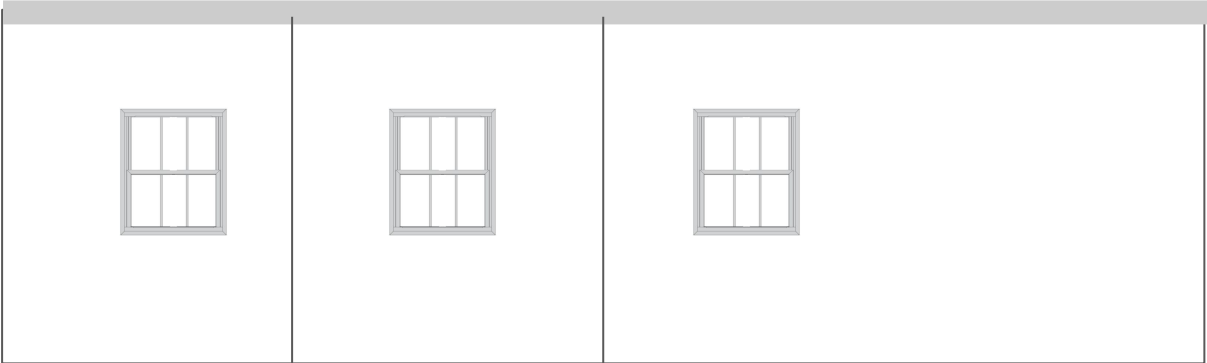
Attachment B

Current
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Stucco wall
Flat Roof
8 lites front door

Front



Back



Proposed Elevations

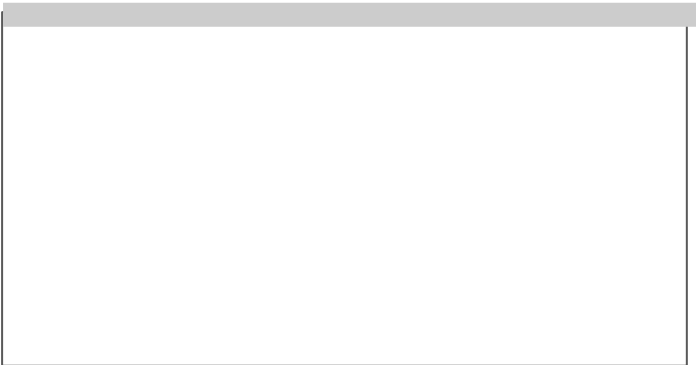
Attachment B

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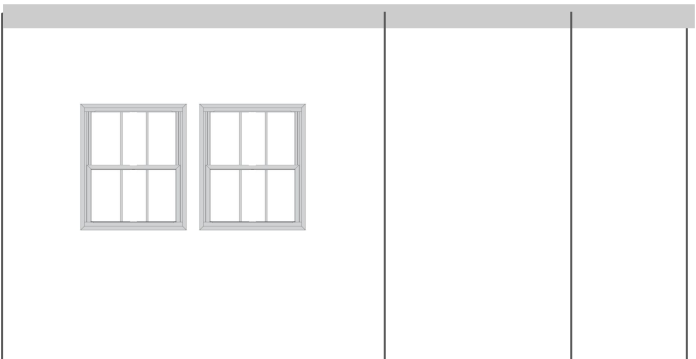
Stucco wall (Current wall)
Wood window
6 lites and 12 lites

Agenda

Left (Blocked by neighbor fence)



Right



MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA"), dated as of this ____ day of _____, 2025 ("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 571 Crofton Ave (the "Property") consists of one lot, and one tax parcel (APN No. 050085600300), that straddles the Piedmont/Oakland border. The legal description and assessor parcel map for the Property is provided as **Exhibit A**, which is attached hereto and incorporated herein. The Property is generally bounded by single-family properties at 570-580 Crofton Ave (Piedmont) across the street to the northwest a single-family property at 575 Crofton Ave (Piedmont) to the northeast, a two-family property at 563-565 Crofton Ave (Oakland) to the southwest and two four-unit properties at 1077 and 1087 Warfield Ave (Oakland) and a single-family property at 1081 Warfield Ave (Oakland) to the southeast at the rear of the Property. The Property consists of approximately 6,650 square feet, with approximately 4,950 square feet or seventy-four percent (74%) of which is located in Oakland, and approximately 1,700 square feet or twenty-six percent (26%) of which is located in Piedmont.

B. When considering properties intersected by the border between the 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 entire property frontage is located within Piedmont and the Assessor's Parcel Number is also not within the City of Oakland's permit database.

C. Patta Arkaresvimun ("Applicant") desires to renovate the existing single-family dwelling and convert the existing garage structure to the rear of the existing single-family home located on the Property into an Accessory Dwelling Unit ("ADU"), which improvements would include conversion of the existing garage structure and additions of approximately 280 square feet for a total ADU square footage of 697 square feet (the "Project").

D. The existing single-family home on the Property is located in both Piedmont and Oakland, and the proposed ADU at the rear of the property would be located within Oakland.

E. 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.

F. In order to efficiently consider the Project, the Oakland and Piedmont 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

Piedmont will be the approval authority for all land use approvals regarding the Property, including but not limited to zoning approvals, design review, 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. The Applicant will submit an application for an Accessory Dwelling Unit to the Piedmont Planning Department for the Project. A courtesy notice regarding the project will be sent to the City of Oakland.
- B. Noticing. In undertaking any required noticing for actions by the City of Piedmont, all adjacent property owners, including properties located across the street, 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 any, if the Project is approved.
- D. Ongoing Jurisdiction. Both Piedmont and Oakland understand that, by virtue of the proposed location of this Project, the Project, if approved, will be constructed both within Oakland and Piedmont. Consequently, except as otherwise provided in this MOA, the Property is subject to the laws of both cities.
 - Oakland acknowledges the continuing jurisdiction of the City of Piedmont, its Charter, and its Municipal Code within those portions of the Property 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 on the Property. Piedmont shall have jurisdiction over planning and building approvals for the Property.

- 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. The City of 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 and Building Department shall review the building permit plans to ensure compliance with the approved Conditions of Approval, if any. 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 571 Crofton Ave, Piedmont. The establishment of any new address for the ADU will be the responsibility of the Piedmont Building Department.

IV. Emergency Service

The City of Piedmont Fire Department shall be responsible for the provision of emergency and public safety services to the Project, including those portions located in 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 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.

VI. 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

VII. 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 & Building Director
Phone: 510-420-3050 FAX: 510-658-3167
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: Peterson Vollmann
Phone: (510) 238-6167
Email: pvollmann@oaklandca.gov

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.
- F. Project Permit File. This MOA shall be kept and maintained at all times in the Property's Planning Permit file with the City of Piedmont Planning and Building Department. The City of Oakland shall be provided a copy of this MOA upon request.

[Signatures on Following Page]

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

By: _____
Name: _____
Title: _____

Approved as to Form and Legality:

By: _____
Name: _____
Title: _____

City of Oakland

Authorized by Resolution No. 90816

Adopted July 15, 2025

By:  _____
Jestin Johnson (Jul 25, 2025 11:26:18 PDT)
Name: Jestin Johnson
Title: City Administrator

Approved as to Form and Legality:

By:  _____
Brian Mulry (Jul 24, 2025 12:11:04 PDT)
Name: Brian Mulry
Title: Deputy City Attorney

EXHIBIT A

Attachment C

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RECORDING REQUESTED BY:

Old Republic Title Company
ORN: 402986/ Escrow No.: 1116041379

**WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:**

PATTA ARKARESVIMUN
571 Crofton Avenue
Piedmont, CA 94610

2025032758

03/06/2025 09:05 AM

4 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$98.00

**ELECTRONICALLY RECORDED**

PCOR \$20.00

APN: 50-856-3

No PCOR Charge Fee

Correction Grant Deed

"This Correction Grant Deed is being recorded in order to correct the legal description attached as Exhibit A to that certain Grant Deed recorded on December 5, 2024 as Document No.: 2024148890, Official Records of Alameda County." The Assessor's Office has requested this correction.

This is not a new conveyance; R & T 11911.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:

Old Republic Title Company

ORN: 402986/ Escrow No.: 1116041379

**WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENTS TO:**

PATTA ARKARESVMUN

571 Crofton Avenue

Piedmont. CA 94610

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

APN: 50-856-3

CORRECTION GRANT DEED

*This is solely to correct the legal description attached as Exhibit A to the Grant Deed recorded on December 5,
2024 as Document No.: 2024148890 Official Records of Alameda County.*

The undersigned grantor(s) declare(s):

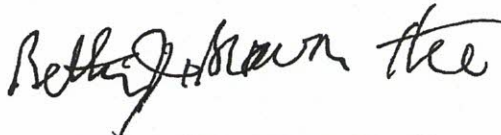
Documentary Transfer Tax is \$-0- (\$1,595.00 paid at time of original recording)

☒ (X) Computed on full value of property conveyed, or☐ () Computed on full value less of liens and encumbrances remaining at time of sale.☐ () Unincorporated area ☒ (X) City of Piedmont \$-0- (\$18,850.00 paid at time of original recording)**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**BETTY J. BROWN, Trustee of the HERBERT A. BROWN DECEDENT'S TRUST U/T/A dated October 18,
1991**hereby GRANT(S) to**

PATTA ARKARESVMUN, a married woman, as her sole and separate property

that property more particularly described as:

*** See "Exhibit A" attached hereto and made a part hereof. ***

Dated: FEB. 28, 2025Herbert A. Brown Decedent's Trust U/T/A dated October
18, 1991By: 
Betty J. Brown, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MADERA)

On FEB. 28, 2025 before me, J. RAKAPHOUME, a
Notary Public, personally appeared

BETTY J. BROWN, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



Name: J. RAKAPHOUME

(Seal)

Order No.: 1116041379

EXHIBIT A

The land referred to is situated in the (See Below) State of California, and is described as follows:

The land referred to in this Report is situated in the County of Alameda, partially in the City of Oakland and partially in the City of Piedmont, State of California, and is described as follows:

Lot 3, in Block "D", as said Lot and Block are delineated and designated upon that certain Map entitled Map of Grant Avenue Heights (By-the-Park), Oakland Twp, Alameda County, California, filed August 26, 1907, in Liber 23 of Maps, Page 28, in the Office of the County Recorder of said Alameda County.

APN: 50-856-3

