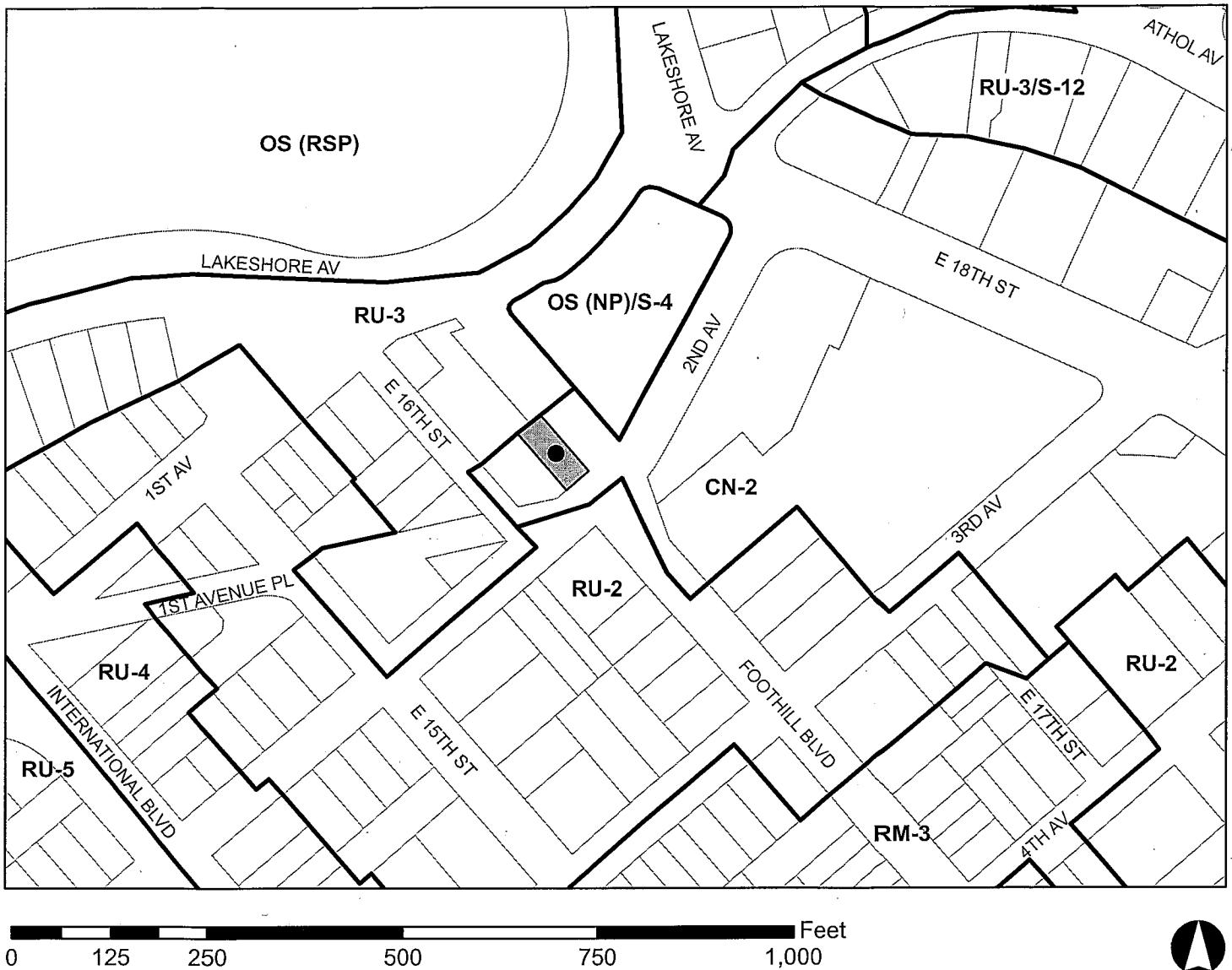


<b>Location:</b>	1611 2 <sup>nd</sup> Ave. (corner of Foothill Blvd.) (see reverse for map)
<b>Assessor's Parcel Number:</b>	020 -0182-002-00
<b>Proposal:</b>	To allow a new full service restaurant "Portal Restaurant" to serve beer and wine for on-site consumption with meals. The restaurant would close at 11:00 PM. New signage would replace existing from the previous restaurant.
<b>Applicants/</b>	Rebecca Amato
<b>Phone Number:</b>	(510) 420-0210
<b>Owners:</b>	Yong S. Cho
<b>Planning Permits Required:</b>	Major Conditional Use Permit with additional findings to allow a full service restaurant located within 200-feet of a restricted street to serve alcoholic beverages
<b>General Plan:</b>	Urban Residential
<b>Zoning:</b>	CN-2 Neighborhood Commercial Zone – 2
<b>Environmental</b>	Exempt, Section 15301 of the State CEQA Guidelines:
<b>Determination:</b>	Existing Facilities (operations); Section 15183 of the State CEQA Guidelines: Projects Consistent with a Community Plan, General Plan or Zoning
<b>Historic Status:</b>	Non-historic property; survey rating: D3
<b>Service Delivery District:</b>	III
<b>City Council District:</b>	3
<b>Date Filed:</b>	March 8, 2012
<b>Staff Recommendation:</b>	Approve with conditions
<b>Finality of Decision:</b>	<i>Appealable to City Council within 10 calendar days</i>
<b>For Further Information:</b>	Contact case planner <b>Aubrey Rose, AICP</b> at (510) 238-2071 or <a href="mailto:arose@oaklandnet.com">arose@oaklandnet.com</a>

**SUMMARY**

The applicant proposes sale of beer and wine for on-site consumption with meals at a new full service restaurant with a 11:00 PM closing time. Staff recommends approval of this application subject to Conditions of Approval as described in this report.

# CITY OF OAKLAND PLANNING COMMISSION



Case File: CM12-029  
Applicant: Rebecca Amato  
Address: 1611 2nd Avenue  
Zone: CN-2

## **PROJECT DESCRIPTION**

The applicant proposes sale of beer and wine for on-site consumption with meals at a new full service restaurant, "Portal Restaurant," located at 1611 Foothill Boulevard. The proposal would also require a license type 41 from the State of California Department of Alcoholic Beverages Control (ABC). The space was previously a restaurant ("Wasabi"). The project would also involve some tenant improvements to the interior and replacement of an existing blade sign above the 2<sup>nd</sup> Avenue entrance and wall sign along the Foothill Boulevard frontage.

## **SITE AND NEIGHBORHOOD DESCRIPTION**

The property is a nearly-level lot measuring 3,686 square feet in area and situated at the corner of 2<sup>nd</sup> Avenue and Foothill Boulevard. The lot contains a three story building with apartments over commercial and no parking lot. The restaurant measures 2,104 square feet in floor area and includes a rear patio along Foothill Boulevard. The space contains a former restaurant establishment's blade sign on the 2<sup>nd</sup> Avenue frontage above the entrance and a wall sign along the building side facing Foothill Boulevard. The side of building contains signage for a business located in the adjacent building. There is also some graffiti there (Condition of Approval #14b requires graffiti be removed). The business is located in area that contains a mix of small scale commercial and residential uses. Next door to the restaurant is a gift shop/market in the same building and an adjacent building with residential over commercial. The establishment shares the intersection with a restaurant and laundromat, a restaurant and supermarket, and a City park featuring tennis courts (Athol Plaza Park). The block also contains a senior housing facility and Lake Merritt is located to the west of the block. Upper floor apartments on the back side of the subject building and an adjacent two story building face the patio; the adjacent senior facility contains apartment windows facing Foothill Boulevard but not facing the subject patio.

There are three restaurant establishments offering sales of beer and wine within 1,000 feet of the restaurant: a restaurant located across the street at 211 Foothill Boulevard (Rockin Crawfish), a restaurant located across the intersection at 237 East 18<sup>th</sup> Street Merritt Restaurant & Bakery), and a restaurant located 750 feet to the east at 288 East 18<sup>th</sup> Street Pho Anh Dao). There is one other establishment offering on-sale of alcoholic beverages within 1,000 feet of the restaurant: a bar located 975 feet to the east at 338 East 18<sup>th</sup> Street (Lakeside Lounge). There are four establishments offering off-sale of alcoholic beverages within 1,000 feet of the restaurant: a supermarket selling liquor located 400 feet to the east at 237 East 18<sup>th</sup> Street (Lucky), a drug store selling beer and wine located 700 feet to the east at 1748 3<sup>rd</sup> Avenue (Walgreens), a liquor store located 750 feet to the south at 1244 2<sup>nd</sup> Avenue (Security Liquor & Groceries), and a liquor store located 975 feet to the east at 350 East 18<sup>th</sup> Street (Carriage Trade Liquors).

The site is located in Census Tract 4053, which is considered an over-concentrated area for the sale of alcoholic beverages under the Oakland Planning Code. There are ten active ABC licenses and 5,133 people living within the census tract (one permit per 513 people). An area is considered over-concentrated if it contains more ABC licenses than the County median of one license per 1,221 residents. However, the ABC licenses in Census Tract 4053 are not clustered around the site; they tend to be located primarily along East 18<sup>th</sup> Street as well as along International Boulevard.

The site is also located in Police Beat 19X, which is considered an over-concentrated area because its crime rate exceeds the City's median by more than twenty-percent. There were 2,018 reported crimes in the beat in 2011, more than the City's over-concentration crime rate. However, the crimes in Police Beat 19X are not clustered within one thousand (1,000) feet of the site (Attachment E).

## **POLICE DEPARTMENT RECOMMENDATION**

The Oakland Police Department's Alcoholic Beverages Action Team (ABAT) has not yet provided a recommendation to staff or to the ABC on this project. This is due to the fact that staff has not requested an ABAT recommendation (standard for restaurants) and because the applicant has not submitted an application to the ABC, the two ways ABAT would generally be aware of the proposal.

## **ZONING ANALYSIS**

Staff believes that the proposal is consistent with the zoning ordinance as described in this section.

Under the Oakland Planning Code, full service restaurants are allowed to sell alcoholic beverages with no additional zoning approvals, similar to an accessory use; the exception is for such establishments located along "restricted" streets such as Foothill Boulevard. Under Oakland Municipal Code Sections 17.102.210 and 17.134.020, these establishments must obtain a Major Conditional Use Permit (CUP) to sell alcoholic beverages. To approve the CUP, special findings listed under OMC Sec. 17.102.210(A) relating to compatibility and potential adverse impacts in the area must be made. The following is a summary of the required findings that are relevant to the proposal and how the proposal meets these findings:

1. Desired function and character of the area;
2. Crime, loitering, traffic, and litter;
3. No adverse impacts to nearby places of worship, schools, and parks;
4. No adverse impacts to movement of people along the sidewalk;
5. No adverse impacts to sleeping quality of neighbors between the hours of 10:00 PM and 7:00 AM.

Regarding #1, the site is located in the CN-2 Neighborhood Commercial Zone. The intent of Neighborhood Commercial Zones is to create, preserve, and enhance mixed use neighborhood commercial centers. The centers are typically characterized by smaller scale pedestrian oriented, continuous and active store fronts with opportunities for comparison shopping. The intent of the CN-2 Zone is to enhance the character of established neighborhood commercial centers that have a compact, vibrant pedestrian environment.

The proposal would contribute to the success of a ground floor commercial use, a neighborhood restaurant, adjacent to one of the City's corridors.

Regarding #2, Conditions of Approval would ensure nuisances such as noise, loitering, and littering do not become an issue. Condition 12i contained in Attachment B states that such nuisances resulting from the project may result in a revocation of the approval.

Regarding #3, there is a City park with tennis courts, a senior facility, and Lake Merritt within one thousand (1,000) feet of the site. Staff does not anticipate that this ABC license would have an adverse effect on the park or residences due to the fact that the establishment is a full service restaurant that is not on the same block because these uses and restaurants are not known to be problematic.

Regarding #4, there is no parking on the site, so there would not be conflicts between additional traffic entering the site and pedestrians accessing the sidewalk.

Regarding #5, Condition 18 requires that the restaurant stop serving on the patio at 10:00 PM.

## **GENERAL PLAN ANALYSIS**

Enhancing this full service restaurant by allowing liquor to be served with meals is consistent with the General Plan. The site is located in the Urban Residential General Plan designation. Mixed use buildings that house ground floor commercial uses of compatible character are encouraged. The proposal involves an existing three story building with a ground floor restaurant and this use is consistent with area's designation. The proposal also conforms to the following Goals and Policies of the LUTE:

### **Industry and Commerce Goals**

- Ensure that the Oakland community has access to a wide variety of goods and services, meeting daily and long term needs.

### **Policy I/C3.2 Enhancing Business Districts.**

Retain and enhance clusters of similar types of commercial enterprises as the nucleus of distinctive business districts, such as the existing new and used automobile sales and related uses through urban design and business retention efforts.

### **Policy I/C3.4 Strengthened Vitality.**

The vitality of existing neighborhood mixed use and community commercial areas should be strengthened and preserved.

## **ENVIRONMENTAL DETERMINATION**

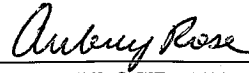
The California Environmental Quality Act (CEQA) Guidelines categorically exempts specific types of projects from environmental review. Section 15301 of the State CEQA Guidelines exempts project involving operation of existing private...facilities. The proposal to serve beer and wine at a full service restaurant located in a commercial district meets this description: the project would constitute operation of an existing private facility. The project is therefore exempt from Environmental Review.

## **KEY ISSUES AND IMPACTS**

As conditioned, the upgraded permit would not impact the neighborhood in terms of crime, loitering, litter, or traffic. Staff supports the proposal because sale of beer and wine for on-site consumption with meals in a full service restaurant is consistent with the policies and regulations in the Planning Code and General Plan.

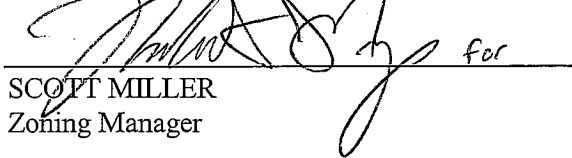
- RECOMMENDATIONS:**
1. Affirm staff's environmental determination.
  2. Approve the Major Conditional Use Permit subject to the attached Findings (Attachment A)

Prepared by:



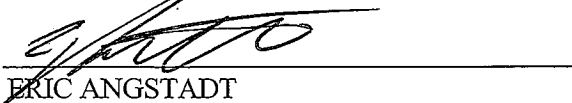
AUBREY ROSE, AICP  
Planner II

Approved by:

  
for

SCOTT MILLER  
Zoning Manager

Approved for forwarding to the  
City Planning Commission:



ERIC ANGSTADT  
Director  
Department of Planning, Building and Neighborhood Preservation

**ATTACHMENTS:**

- A. Findings for Approval
- B. Conditions of Approval
- C. Plans/photographs
- D. Menu
- E. OPD crime statistics (map/table)

## Attachment A: Findings for Approval

This proposal meets the required findings under Conditional Use Permit Procedure/General Use Permit Criteria (OMC Sec. 17.134.050) and Special Regulations Applying To Certain Establishments Selling Alcoholic Beverages (OMC Sec. 17.102.210(A)) under the Planning Code (Title 17), as set forth below. Required findings are shown in bold type; explanations as to why these findings can be made are in normal type.

### **CONDITIONAL USE PERMIT PROCEDURE/GENERAL USE PERMIT CRITERIA (OMC SEC. 17.134.050)**

**A. That the location, size, design, and operating characteristics of the proposed development will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage, and density; to the availability of civic facilities and utilities; to harmful effect, if any, upon desirable neighborhood character; to the generation of traffic and the capacity of surrounding streets; and to any other relevant impact of the development.**

The site is located in the CN-2 Neighborhood Commercial Zone. The intent of Neighborhood Commercial Zones is to create, preserve, and enhance mixed use neighborhood commercial centers. The centers are typically characterized by smaller scale pedestrian oriented, continuous and active store fronts with opportunities for comparison shopping. The intent of the CN-2 Zone is to enhance the character of established neighborhood commercial centers that have a compact, vibrant pedestrian environment. The proposal will contribute to the success of a ground floor commercial use, a neighborhood restaurant, adjacent to one of the City's corridors. No nuisances are expected especially due to Conditions of Approval. The proposal will therefore be compatible with the surrounding neighborhood.

**B. That the location, design, and site planning of the proposed development will provide a convenient and functional living, working, shopping, or civic environment, and will be as attractive as the nature of the use and its location and setting warrant.**

The proposal will increase restaurant choices within the neighborhood.

**C. That the proposed development will enhance the successful operation of the surrounding area in its basic community functions, or will provide an essential service to the community or region.**

The proposal will add to the business mix in the district.

**D. That the proposal conforms to all applicable design review criteria set forth in the design review procedure at Section 17.136.050.**

This finding is not applicable; the proposal is not subject to Design Review.

**E. That the proposal conforms in all significant respects with the Oakland Comprehensive Plan and with any other applicable plan or development control map which has been adopted by the City Council.**

Enhancing this full service restaurant by allowing beer and wine to be served with meals is consistent with the General Plan. The site is located in the Urban Residential General Plan designation. Mixed use buildings that house ground floor commercial uses of compatible character are encouraged. The proposal

involves an existing three story building with a ground floor restaurant and this use is consistent with area's designation. The proposal also conforms to the following Goals and Policies of the LUTE:

**Industry and Commerce Goals**

- Ensure that the Oakland community has access to a wide variety of goods and services, meeting daily and long term needs.

**Policy I/C3.2 Enhancing Business Districts.**

Retain and enhance clusters of similar types of commercial enterprises as the nucleus of distinctive business districts, such as the existing new and used automobile sales and related uses through urban design and business retention efforts.

**Policy I/C3.4 Strengthened Vitality.**

The vitality of existing neighborhood mixed use and community commercial areas should be strengthened and preserved.

**SPECIAL REGULATIONS APPLYING TO CERTAIN ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES (OMC SEC. 17.102.210(A))**

**1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable, with consideration to be given to the area's function and character, problems of crime and loitering, and traffic problems and capacity;**

Restaurants serving alcoholic beverages are not typically known to be nuisances. Nonetheless, the proposal involves an existing restaurant space (not known to be problematic) that will now be required to adhere to conditions of approval.

**2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds;**

The site is located within one thousand feet of parks and a senior housing facility. It is not anticipated that this ABC license will have an adverse effect on these uses due to the fact that the establishment is a full service restaurant and these are not known to be problematic.

**3. That the proposal will not interfere with the movement of people along an important pedestrian street;**

There is no parking on the site; therefore, the proposal will not result in conflicts between additional traffic entering the site and pedestrians accessing the sidewalk. Additionally, no sidewalk dining is proposed and the sidewalk and therefore there will not be encroachments into the public right-of-way as a result of the project.

**4. That the proposed development will be of an architectural and visual quality and character which harmonizes with, or where appropriate enhances, the surrounding area;**

This finding is not applicable; the proposal is not subject to Design Review.

**5. That the design will avoid unduly large or obtrusive Signs, bleak unlandscaped parking areas, and an overall garish impression**

***Findings for Approval***



This finding is not applicable; the proposal is not subject to Design Review.

**6. That adequate litter receptacles will be provided where appropriate;**

Conditions of approval will ensure nuisances such as noise, loitering, and littering does not become an issue. Such nuisances resulting from the project may result in a revocation of the approval.

**7. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, it will be limited in hours of operation, or designed or operated, so as to avoid disruption of residents' sleep between the hours of ten (10) p.m. and seven (7) a.m. The same criteria shall apply to all conditional use permits required by subsection B of this section for sale of alcoholic beverages at full service restaurants.**

Conditions of Approval stipulate that the restaurant stop serving alcoholic beverages and/or providing music on the outdoor patio at 10:00 PM.

**8. That proposals for new Fast-Food Restaurants must substantially comply with the provisions of the Oakland City Planning Commission "Fast-Food Restaurant--Guidelines for Development and Evaluation" (OCPD 100-18).**

This finding is not applicable; the proposal does not involve a fast food restaurant.

## Attachment B: Conditions of Approval

### 1. Approved Use

#### *Ongoing*

a) The project shall be constructed and operated in accordance with the authorized use as described in the application materials, **staff report**, and the **plans dated and submitted on February 8, 2012**, and as amended by the following conditions. Any additional uses or facilities other than those approved with this permit, as described in the project description and the approved plans, will require a separate application and approval. Any deviation from the approved drawings, Conditions of Approval or use shall required prior written approval from the Director of City Planning or designee.

b) This action by the **City Planning Commission** ("this Approval") includes the approvals set forth below. This Approval includes:

- i) **Major Conditional Use Permit to allow a full service restaurant with an 11:00 PM closing time at 1611 2<sup>nd</sup> Avenue (space #1615 along Foothill Blvd.) to sell beer and wine for on-site consumption with meals**

### 2. Effective Date, Expiration, Extensions and Extinguishment

#### *Ongoing*

Unless a different termination date is prescribed, this Approval shall expire **two calendar years** from the approval date, unless within such period all necessary permits for construction or alteration have been issued, or the authorized activities have commenced in the case of a permit not involving construction or alteration. Upon written request and payment of appropriate fees submitted no later than the expiration date of this permit, the Director of City Planning or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit for this project may invalidate this Approval if the said extension period has also expired.

### 3. Scope of This Approval; Major and Minor Changes

#### *Ongoing*

The project is approved pursuant to the **Planning Code** only. Minor changes to approved plans may be approved administratively by the Director of City Planning or designee. Major changes to the approved plans shall be reviewed by the Director of City Planning or designee to determine whether such changes require submittal and approval of a revision to the approved project by the approving body or a new, completely independent permit.

### 4. Conformance with other Requirements

#### *Prior to issuance of a demolition, grading, P-job, or other construction related permit*

a) The project applicant shall comply with all other applicable federal, state, regional and/or local laws/codes, requirements, regulations, and guidelines, including but not limited to those imposed by the City's Building Services Division, the City's Fire Marshal, and the City's Public Works Agency. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition of Approval 3.

b) The applicant shall submit approved building plans for project-specific needs related to fire protection to the Fire Services Division for review and approval, including, but not limited to

automatic extinguishing systems, water supply improvements and hydrants, fire department access, and vegetation management for preventing fires and soil erosion.

**5. Conformance to Approved Plans; Modification of Conditions or Revocation**

***Ongoing***

- a) Site shall be kept in a blight/nuisance-free condition. Any existing blight or nuisance shall be abated within 60-90 days of approval, unless an earlier date is specified elsewhere.
- b) The City of Oakland reserves the right at any time during construction to require certification by a licensed professional that the as-built project conforms to all applicable zoning requirements, including but not limited to approved maximum heights and minimum setbacks. Failure to construct the project in accordance with approved plans may result in remedial reconstruction, permit revocation, permit modification, stop work, permit suspension or other corrective action.
- c) Violation of any term, **Conditions** or project description relating to the Approvals is unlawful, prohibited, and a violation of the Oakland Municipal Code. The City of Oakland reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings, or after notice and public hearing, to revoke the Approvals or alter these **Conditions** if it is found that there is violation of any of the **Conditions** or the provisions of the Planning Code or Municipal Code, or the project operates as or causes a public nuisance. This provision is not intended to, nor does it, limit in any manner whatsoever the ability of the City to take appropriate enforcement actions. The project applicant shall be responsible for paying fees in accordance with the City's Master Fee Schedule for inspections conducted by the City or a City-designated third-party to investigate alleged violations of the Conditions of Approval.

**6. Signed Copy of the Conditions**

***With submittal of a demolition, grading, and building permit***

A copy of the approval letter and **Conditions** shall be signed by the property owner, notarized, and submitted with each set of permit plans to the appropriate City agency for this project.

**7. Indemnification**

***Ongoing***

- a) To the maximum extent permitted by law, the applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the City of Oakland Redevelopment Agency, the Oakland City Planning Commission and its respective agents, officers, and employees (hereafter collectively called City) from any liability, damages, claim, judgment, loss (direct or indirect) action, causes of action, or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul, (1) an approval by the City relating to a development-related application or subdivision or (2) implementation of an approved development-related project. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
- b) Within ten (10) calendar days of the filing of any Action as specified in subsection A above, the applicant shall execute a Letter Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the approval. Failure to timely execute the Letter Agreement does not relieve the applicant of any of the obligations contained in this condition or other requirements or conditions of approval that may be imposed by the City.

**8. Compliance with Conditions of Approval**

***Ongoing***

The project applicant shall be responsible for compliance with the recommendations in any submitted and approved technical report and all the Conditions of Approval set forth below at its sole cost and expense, and subject to review and approval of the City of Oakland.

**9. Severability**

***Ongoing***

Approval of the project would not have been granted but for the applicability and validity of each and every one of the specified conditions, and if one or more of such conditions is found to be invalid by a court of competent jurisdiction this Approval would not have been granted without requiring other valid conditions consistent with achieving the same purpose and intent of such Approval.

**10. Job Site Plans**

***Ongoing throughout demolition, grading, and/or construction***

At least one (1) copy of the stamped approved plans, along with the Approval Letter and Conditions of Approval, shall be available for review at the job site at all times.

**11. Special Inspector/Inspections, Independent Technical Review, Project Coordination and Management**

***Prior to issuance of a demolition, grading, and/or construction permit***

The project applicant may be required to pay for on-call third-party special inspector(s)/inspections as needed during the times of extensive or specialized plancheck review or construction. The project applicant may also be required to cover the full costs of independent technical review and other types of peer review, monitoring and inspection, including without limitation, third party plan check fees, including inspections of violations of Conditions of Approval. The project applicant shall establish a deposit with the Building Services Division, as directed by the Building Official, Director of City Planning or designee.

**PROJECT SPECIFIC CONDITIONS**

**12. Sale of Alcoholic Beverages**

***Prior to commencing activity***

**a) Additional Permits Required**

Necessary ABC permits (license type 41) must be obtained prior to commencement of alcoholic beverage sales.

***Ongoing***

**b) Operation**

The restaurant must operate with an open kitchen at all times alcoholic beverages are sold pursuant to Full Service Restaurant defined by the Planning Code (OMC Sec. 17.10)

**c) Location and manner**

Only on-sale (on-site consumption) is allowed; alcoholic beverages are intended for consumption with meals

**d) Minors**

Minors shall be admitted at all times

**e) Hours of Alcoholic Beverage Sales**

The proprietor shall limit hours of alcoholic beverage sales to no later than 11:00 PM indoors and 10:00PM on the outdoor patio.

**f) Alcoholic beverage sales display area**

Sales display area of alcoholic beverages shall be located behind the staff counter.

**g) Entry**

Admission shall never be charged for events or otherwise

**h) Future operators**

Any future operators of any restaurant at these premises are subject to the requirements of this approval

**i) Nuisances**

Crime, litter, noise, or disorderliness conduct associated with alcoholic beverage sales at the establishment will result in a revocation of the Major Conditional Use Permit or a review to revoke.

**j) Police Department**

The operator shall register with the Police Department's Alcoholic Beverage Action Team and adhere to their regulations

**13. Conformance with State Department of Alcoholic Beverage Control regulations**

***Ongoing***

This use shall conform to all provisions of the State ABC license. The State license and State conditions shall be posted along with these Conditional Use Permit conditions in a place visible to the public. This use shall also conform to all State Retail Operating Standards, Section 25612.5 of the Business and Professions Code and local Performance Standards, Section 15210, where applicable including any future changes in the above regulations. The intent of these standards is to reduce nuisance, litter, loitering, and crime associated with alcoholic beverage sales outlets. The City Conditions of Approval shall be forwarded to the Department of Alcoholic Beverage Control.

**14. Compliance with City of Oakland special regulations for Alcoholic Beverage Sales Commercial**

**Activities**

***Ongoing***

**a) Signage**

Within 30 days of the date of decision, at least one sign (one square foot maximum) shall be posted and maintained in a legible condition at each public entrance to the building prohibiting littering and loitering. Required signage prohibiting open containers and drinking in public shall also be maintained in legible condition near each public entrance to bar. The "No Open Container" signs are available from the cashier located on the second floor of 250 Frank H. Ogawa Plaza.

**b) Graffiti**

***Prior to commencement of activity & ongoing***

Existing graffiti shall be removed prior to alcoholic beverage sales. Any future graffiti shall be removed from the building within 72 hours (3 days) of application.

**c) Loitering**

***Ongoing***

The owner, manager, and employees of this establishment shall make appropriate efforts to

discourage loitering from the public right-of-way front the premises including calling the police to ask that they remove loiterers who refuse to leave. Persons hanging around the exterior of the establishment with no apparent business for more than ten minutes shall be asked to leave. Techniques discussed in the manual entitled "Loitering: Business and Community Based Solutions" may be used and are recommended by the Alcoholic Beverage Action Team.

**15. Trash and litter**

***Ongoing***

The licensees/property owners shall clear the gutter and sidewalks along 2<sup>nd</sup> Avenue and Foothill Boulevard plus twenty feet beyond the property lines along this street of litter twice daily or as needed to control litter. In addition to the requirements of B&P Section 25612.5, (sweep or mechanically clean weekly) the licensee shall clean the sidewalk with steam or equivalent measures once per month.

**16. Performance standards**

***Ongoing***

The establishment shall adhere to performance standards for noise, odor, and all environmental effects of the restaurant activity as regulated under OMC Chapter 17.120.

**17. Future modifications to floor plans**

***Ongoing***

Should any changes to the dining room be proposed, including the addition of a bar within the dining room, plans must be reviewed and approved by the Zoning Division and ABAT.

**18. Patio area**

***Ongoing***

No use of the patio area by customers shall be permitted after 9:00 PM Sunday through Thursday and after 10:00 PM Friday and Saturday.

**19. Sound amplification**

***Prior to commencement of activity and ongoing***

No sound amplification that is audible outside of the building and/or requires a Cabaret Permit shall be permitted on site.

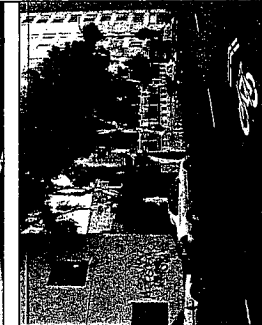
**APPROVED BY:**

City Planning Commission: \_\_\_\_\_ (date) \_\_\_\_\_ (vote)

***Conditions of Approval***

DESCRIPTION	EXIST.	NEW	CHANGE
TOTAL LOT AREA	3,685	3,685	0
TOTAL BLDG. FOOTPRINT	2,112	2,112	0
TOTAL FLOOR AREA	4,188	4,188	0
BUILDING HEIGHT	2:27'-5"	2:27'-5"	0

## EXTERIOR PHOTOS



**PROJECT INFORMATION:**  
ADDRESS OF PROJECT:  
1611 2ND AVENUE  
OAKLAND, CA 94606

**OWNERS:**  
1611 2ND AVENUE, #1  
1615 2ND AVENUE, #1  
OAKLAND, CA 94606

**ARCHITECT:**  
AMATO ARCHITECTURE  
888 FAIRMONT AVENUE  
OAKLAND, CA 94606  
CALIFORNIA STATE LICENSE NO. C-25700 EXPIRATION 02/31/13

**CURRENT CODE EDITIONS:**  
CBC 2010 CALIFORNIA BUILDING CODE  
CEC 2010 CALIFORNIA ELECTRICAL CODE  
CEC 2010 CALIFORNIA ELECTRICAL CODE  
CPC 2010 CALIFORNIA PLUMBING CODE

**PROJECT DATA**

**CONSTRUCTION:**  
TYPE V-NON - 3 STORES

**OCCUPANCY:**  
A-3 (LOWER FLOOR - RESTAURANT)  
R-3 (UPPER FLOORS - RESIDENTIAL)

**SPEINKLER:**  
FIRE SPRINKLERS THROUGHOUT 1ST FLOOR

**SEATING CAPACITY:**  
410 SF INTERIOR: 15 SF PER PERSON = 27  
728 SF PATIO: 15 SF PER PERSON = 48  
TOTAL: 15 SF PER PERSON = 75  
562 SF OF OUTDOOR SPACE = 2  
2164 SF TOTAL 81 OCCUPANT CAPACITY

**INDEX OF DRAWINGS**

**ARCHITECTURAL**  
A-0.0 COVER SHEET / SITE PLAN  
A-1.0 EXISTING FLOOR & CEILING PLANS (REFERENCES)  
A-2.0 EXISTING / PROPOSED ELEVATIONS

**SCOPE OF WORK**  
1. NO NEW CONSTRUCTION WORK TO BE DONE  
2. REPLACE EXISTING FLOORING, NEW PAINT AND WALL  
3. NO ELECTRICAL OR PLUMBING WORK TO BE DONE.

**POWER & SIGNAL NOTES:**

- ALL TELEPHONE AND COMMUNICATION WORK SHALL BE COORDINATED BY THE CONTRACTOR WITH THE DESIGNER AND THE TELECOMMUNICATIONS CONTRACTOR.
- CONTRACTOR TO COORDINATE ALL WORK RELATED TO SPECIAL EQUIPMENT WITH THE DESIGNER, OWNER AND TENANT SO AS TO CONFORM WITH THE MANUFACTURER'S SPECIFICATIONS.
- WE COORDINATE WITH THE OWNER ALL WORK RELATED TO THE DESIGNER'S REQUIREMENTS FOR THE INSTALLATION OF THE EQUIPMENT.
- IN THE EVENT OF DISCREPANCIES BETWEEN THE INSTALLATION, INFORMATION, AND THE EXISTING DRAWINGS, THE ENGINEERING CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF THE DRAWINGS.
- ALL ELECTRICAL EQUIPMENT SHALL HAVE APPROVED INSTEAD OF THE LABEL OF A RECOGNIZED TESTING AGENCY (UL, NEMA, ETC., ETC.). ANY EQUIPMENT NOT LISTED SHALL HAVE PRIOR APPROVAL BEFORE INSTALLATION.
- ALL NEW WIRING SHALL BE IN RIGID CONDUIT OR IN RIGID CONDUIT WITH A RIGID CONDUIT COVER.
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**FINISH NOTES (CONT.):**

- PAINTED OR FINISHED SURFACES SHALL BE PROTECTED FROM DAMAGE DURING INSTALLATION. UNFINISHED SURFACES SHALL BE PROTECTED FROM DAMAGE AFTER INSTALLATION.
- ALL FINISHES SHALL BE PROTECTED FROM DAMAGE AFTER INSTALLATION.
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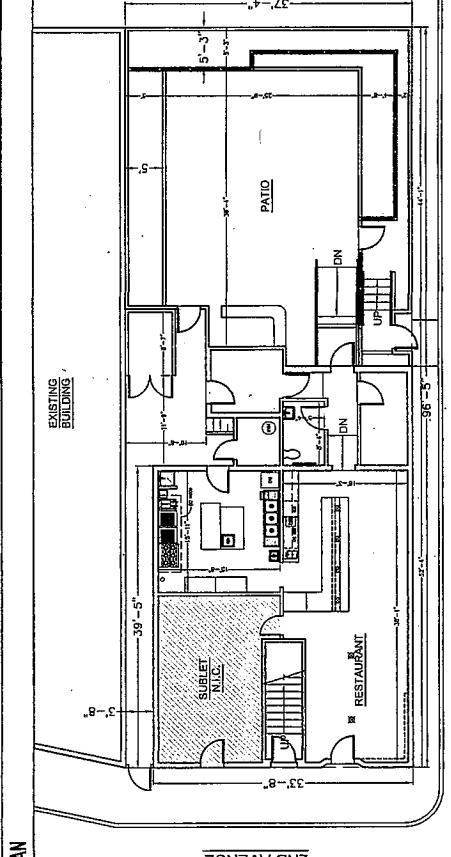
**REFLECTED CEILING NOTES:**

- THE REFLECTED CEILING PLAN INDICATES THE LOCATION OF CEILING TYPES, CEILING FIXTURES, SWITCHING AND DIMMING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF THE DRAWINGS.
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**ATTACHMENT C**



## FOOTHILL BOULEVARD

**TON NOTES:**

- EXISTING FLOOR FINISHES WHERE NOT INDICATED SHALL BE AS SHOWN ON THE EXISTING FLOOR PLAN.
- ALL FINISHES SHALL BE PROTECTED FROM DAMAGE AFTER INSTALLATION.
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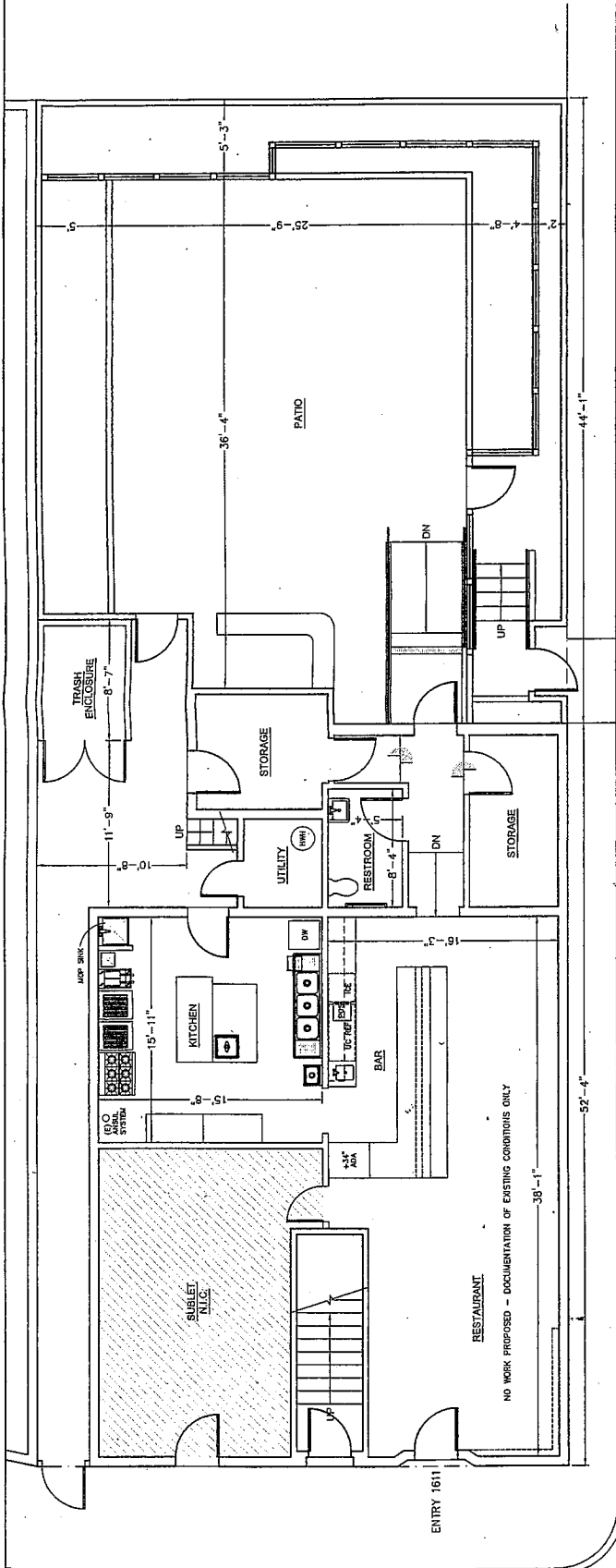
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**ATTACHMENT C**

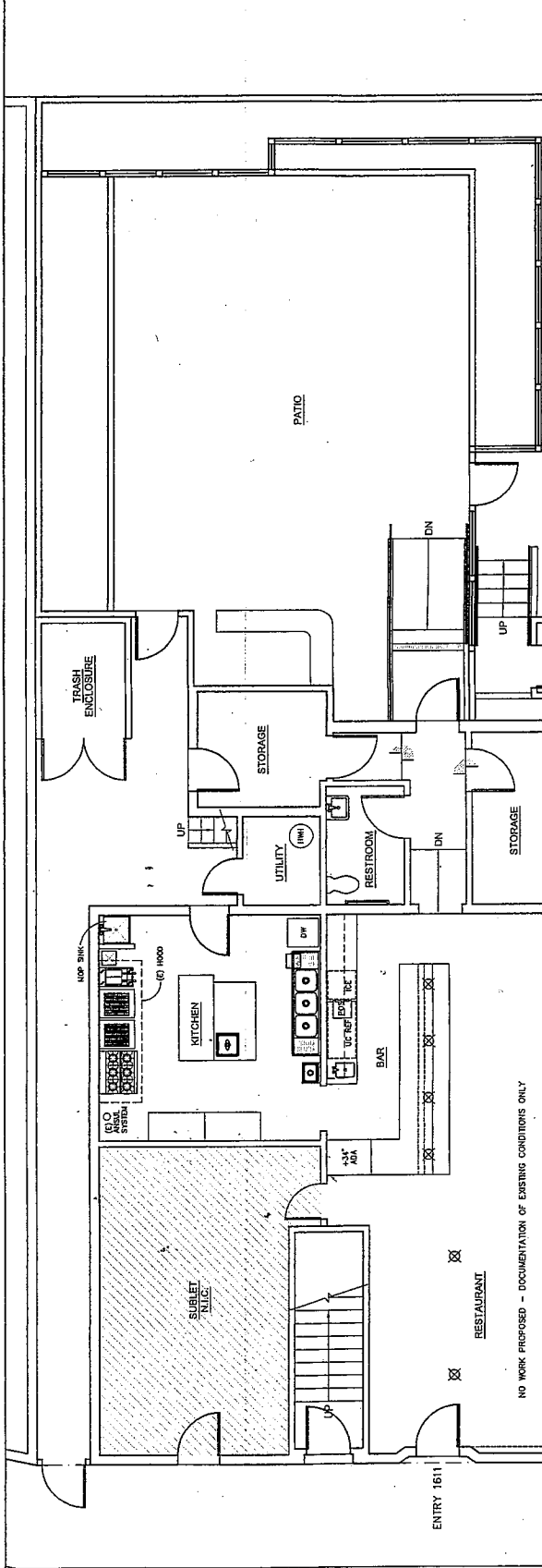
1/4"=1'-0"

6 FLOOR PLAN



1/4"=1'-0"

1G CEILING PLAN



AMATO  
ARCHITECTURE

1611 2ND AV  
OAKLAND, CA  
APN NO: 020-1-0



PROJECT PROFESSIONAL:  
ISSUE FOR REVIEW  
ISSUE FOR CIP

**PORTA  
RESTAURANT**

1611 2ND AV  
OAKLAND, CA  
APN NO: 020-1-0

SHEET TITLE:  
EXISTING FLOOR  
CEILING PLAN  
(FOR REFERENCE)

SCALE: 1/4"=1'-0"

DRAWN BY: BAI

DATE: 2012-04

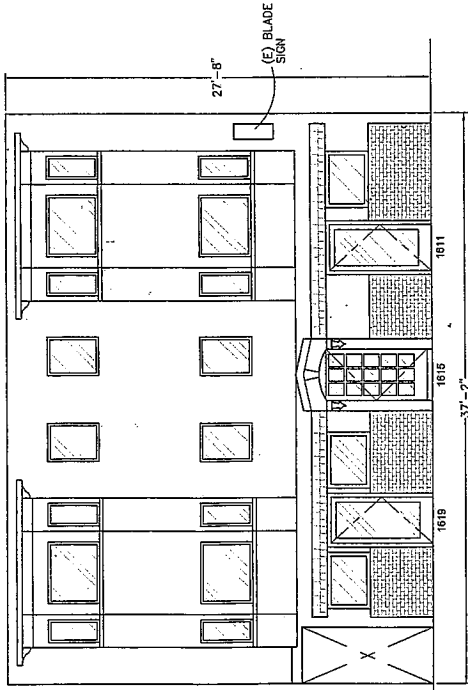
PROJECT: PORTA



TION

1/4"=1'-0"

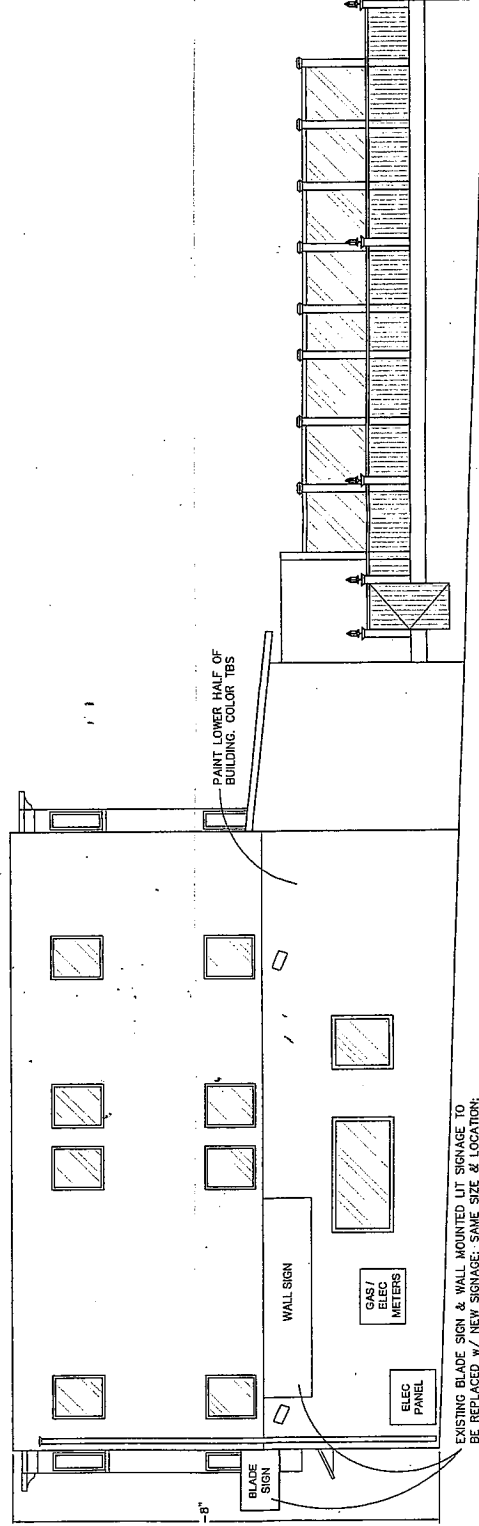
PHOTOGRAPHS



**A** EXISTING / PROPOSED FRONT ELEVATION - LOOKING NORTH  
(NO WORK TO BE DONE)

TION

1/4"=1'-0"



AMATO  
ARCHITECTURE

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PROJECT PROFESSIONAL:  
ISSUE FOR REVIEW  
ISSUE FOR CUP

**PORTA  
RESTAURANT**

1611 2ND AV  
OAKLAND, CA  
APN NO.: 020-

SHEET TITLE:

**EXISTING / PROPOSED  
ELEVATION**

SCALE: 1/4"=1'-0"  
DRAWN BY: RAM  
DATE: 2012-04  
PROJECT: PORTA

PORTAL  
DINNER MENU

SMALL PLATES

- \* EDAMAME : STEAMED W/ HIMALAYAN SALT OR WOK-FIRED GARLIC - 4
- \* EDAMOLE : EDAMAME-AVOCADO W/ RICE CRACKERS & CUCUMBERS -
- \* WOK-FIRED GREENS : KALE, COLLARD GREENS, SPINACH W/ ROASTEI
- \* OVEN ROASTED WILD MUSHROOMS - 5
- \* CURRIED CHICKPEA TEMPURA MARKET VEGETABLES - 5
- \* GRILLED BULGOGI BBQ TEMPEH SATAYS - 5
- \* WOK-FIRED GARLIC NOODLES - 5
- \* MEATBALLS W/ MALAYSIAN MARINARA (CHOICE OF ORGANIC BUFFALO
- \* ORGANIC THICK CUT FRIES : CHOICE OF- HIMALAYAN SALT - GARLIC H

SALADS

- \* PORTAL SALAD : MIXED GREENS, CURRIED ALMONDS, CITRUS SLICES
- \* GRILLED FRUIT SALAD : CHILI CRUSTED W/ ARUGULA & TAMARI-BALSA
- \* KIM CHI CAESAR : WHITE ANCHOVIE, SHAVED PARMESEAN, GRILLED N
- \* ROASTED ROOT : MARKET ROOT VEGETABLES, MIXED GREENS, HERB
- \* SEAWEED SALAD : MIXTURE OF SEA VEGETABLES W/ KALE, ARUGULA

SOUPS

- \* MISO-TAHINI SEAWEED BROTH - CUP OR BOWL - 4/7
- \* FRESH DAILY - CUP OR BOWL - 5/9

PORTAL BOWLS

WOK-FIRED W/ SEASONAL VEGETABLES

**ATTACHMENT D**

AND CHOICE OF BASMATI RICE - QUINOA - NOODLES  
ADD TEMPEH SATAYS FOR - \$2ea

- \* MACROBIOTIC BOWL - GARLIC-SESEME SEED GOMASIO - 10
- \* BRAHMIN BOWL - INDIAN COCONUT CURRY - 12
- \* SEOUL BOWL - KIM CHI - 12
- \* BULGOGI BOWL - KOREAN BBQ - 12
- \* BUSHIDO BOWL - MISO-TAHINI-SEAWEED BROTH - 12

### SLIDERS

ALL SLIDERS ARE SERVED ON A GRILLED BUN W/ HOUSE MADE  
GINGER MUSTARD - TAMARIND KETCHUP AND ARUGALA

- \* ORGANIC DAKOTA BUFFALO - 4ea
- \* ORGANIC TURKEY - 3ea
- \* SEASONAL VIETNAMESE MARINATED - GRILLED VEGETABLES - 3ea

ADD GOAT CHEESE - SHAVED PARMESAN - FRESH MOZZERELLA FOR \$.  
ADD ROASTED WILD MUSHROOMS OR CARAMALIZED ONIONS FOR \$.50

### DAILY SPECIALS

- \* NAAN PIZZA - 8
- \* FRESH FROM THE SEA



















### SWEET THANGS

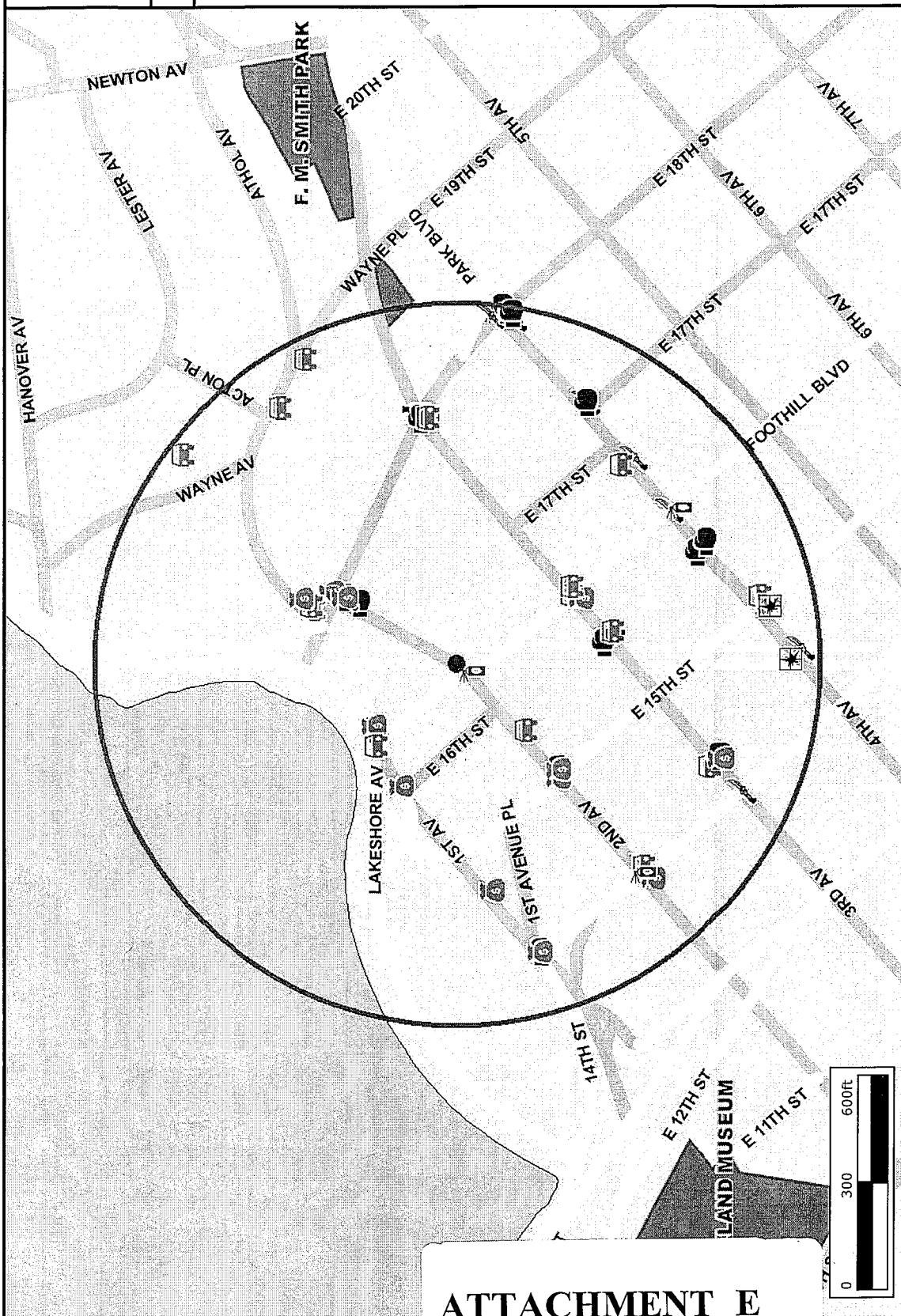
- \* HOUSE MADE COCONUT ICE CREAM - FLAVORS BASED ON SEASONS -
- \* RAW CASHEW CREME SEASONAL FRUIT PARFAIT - 8
- \* CHOCOLATE - ALMOND TORTE - 8 - ADD HOUSE ICE CREAM - 3
- \* ASSORTED RAW TRUFFLES - 3ea

1000-FT RADIUS/90 DAYS ENDING 3/15/12



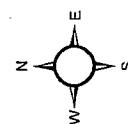
## Legend

- | Incidents   | Alcohol   | Aggravated Assault  | Simple Assault  | Burglary  | Disturbing the Peace  | Narcotics   | Robbery   | Theft   | Vandalism   | Vehicle Theft   | Freeways  | Major City Streets  | Streets   | City Streets  | Water   | PARKS   | CITY LIMITS   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



This map application does not reflect official crime index totals as reported to the FBI's Uniform Crime Reporting program. The listed crimes are subject to change for a variety of reasons, including late reporting, reclassification of some offenses and discovery that some offenses were unfounded.

Printed: 3/15/2012 11:03:25 AM



## ATTACHMENT E

## Incident Summary Report

LEGEND	Total	Chart
AGGRAVATED ASSAULT	1	<div></div>
ALCOHOL	1	<div></div>
BURGLARY	3	<div></div>
DISTURBING THE PEACE	1	<div></div>
NARCOTICS	1	<div></div>
ROBBERY	9	<div></div>
SIMPLE ASSAULT	15	<div></div>
THEFT	24	<div></div>
VANDALISM	5	<div></div>
VEHICLE THEFT	16	<div></div>
<b>Grand Total</b>	<b>76</b>	