

CITY OF OAKLAND

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OFFICE OF THE CITY CLERK
OAKLAND

2019 JUN 13 PM 4:37

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Jason Mitchell
Director, Public Works

SUBJECT: Sanitary Sewer Extension
Reimbursement Agreement

DATE: June 3, 2019

City Administrator Approval

Date:

6/12/19

RECOMMENDATION

Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator Or Designee To Enter Into An Agreement Between The City And The Applicant For Reimbursement Of A Proportionate Share Of The Cost Of The Proposed Privately-Funded Sanitary Sewer Extension Project On Skyline Boulevard And Lexford Place Between The Applicant And The Owners Of Other Benefited Parcels Of The Project.

EXECUTIVE SUMMARY

Approval of this resolution will authorize the City Administrator or designee to enter into an agreement as shown in **Attachment A** between the City and the Applicant for reimbursement of a proportionate share of the cost of the proposed privately-funded sanitary sewer extension project on Skyline Boulevard and Lexford Place between the Applicant and the owners of other benefited parcels of the project.

The Applicant is defined as a group of individual owners of four (4) parcels as shown below:

No.	Parcel Number	Address
1.	40A-3468-4-3	13280 Skyline Boulevard
2.	40A-3467-5	13331 Skyline Boulevard
3.	40A-3467-8-2	40 Lexford Place
4.	40A-3467-9-3	1 Lexford Place

The approval of the Agreement for this sanitary sewer extension project will encourage homeowners to connect to the City's sanitary sewer system and abandon pre-dated onsite wastewater systems (i.e. septic tanks), thus improving public health and the environment.

Item: _____
Public Works Committee
June 25, 2019

BACKGROUND / LEGISLATIVE HISTORY

There has been interest over the years from communities who are currently utilizing onsite wastewater treatment systems (OWTS) to connect their homes to the City's sanitary sewer system. According to Alameda County Department of Environmental Health (ACDEH), the majority of existing systems in the Oakland hills are undocumented and pre-date onsite wastewater system design standards.

The Applicant is proposing to extend the City's sanitary sewer system to their community on Skyline Boulevard (public road) and Lexford Place (private road). The project will extend from the City's existing 8-inch gravity sewer main located at 13460 to 13280 Skyline Boulevard and Lexford Place. The Applicant will fully fund and procure the construction.

Due to elevation constraints to extend sewers to the City's existing sanitary sewer collection system by gravity, a low-pressured system is needed in this area. The Applicant's contracted engineering firm, ~~Questa Engineering~~, proposed the installation of a Septic Tank Effluent Pump (STEP) pressure sewer collection system which complies to the City's Septic Tank Effluent Pump (STEP) and Septic Tank Effluent Gravity (STEG) System Guidelines and Force Main Standard. The Standard was finalized in 2018 with the collaboration of ACDEH.

The project will benefit 14 parcels, known as the Benefited Parcels, enabling each parcel to connect to the public sanitary sewer system. The proposed sewer extension can be further extended in the future by homeowners and provide a full build-out collection system capable of connecting a total of 22 parcels. A map of the sanitary sewer extension and parcels are shown in **Attachment B**.

ANALYSIS AND POLICY ALTERNATIVES

The Applicant will fund the cost of the project to extend sanitary sewers on Skyline Boulevard and Lexford Place. The cost of the project will be reviewed and approved by the City to be distributed proportionally amongst the fourteen (14) Benefited Parcels. The cost of the project includes engineering, surveying, construction, permit and inspection fees and charges. The fourteen (14) Benefited Parcels are shown below:

No.	Parcel Number	Address
1.	40A-3468-4-3	13280 Skyline Boulevard
2.	40A-3467-5	13331 Skyline Boulevard
3.	40A-3467-8-2	40 Lexford Place
4.	40A-3467-9-3	1 Lexford Place
5.	40A-3468-5	13300 Skyline Boulevard
6.	40A-3468-8-10	13320 Skyline Boulevard
7.	40A-3468-6	13328 Skyline Boulevard
8.	40A-3468-7-1	13328 Skyline Boulevard
9.	40A-3468-15-4	13450 Skyline Boulevard

10.	40A-3467-9-8	2 Lexford Place
11.	40A-3467-4-1	24 Lexford Place
12.	40A-3467-7	25 Lexford Place
13.	40A-3467-6	43 Lexford Place
14.	40A-3468-8-2	(no current address)

Reimbursement Obligation

Entering into this Agreement between the City and The Applicant will require homeowners of the Benefited Parcels who apply for a sewer connection (a Private Sewer Lateral Permit) to pay a proportionate share of the cost of the project to extend sanitary sewer main.

The Applicant and owners of the Benefited Parcels on Lexford Place who will connect to the private sewer main are required to secure and maintain a professional services contract to operate and maintain the private sewer extension on Lexford Place. Also, additional reserve funds shall be secured in the professional services contract for capital emergency repairs of the private sewer extension. The Applicant has recorded in the Alameda County Clerk-Recorder's Office a Private Sewer Maintenance Agreement shown in **Attachment C**.

The Applicants will obtain a warranty from their contractor which shall guarantee the work for a period of one (1) year after completion and acceptance of the work by the City Engineer. When the warranty has expired, Applicants will assume responsibility for the ongoing maintenance and operations of the sewer extension on private property and the City will assume responsibility for the ongoing maintenance and operations of the sewer extension on public right-of way.

The City has no legal obligation to the parties involved throughout the reimbursement process and is not partied to the reimbursement process.

The Agreement will become null and void twenty (20) years from the date of the Agreement and no further reimbursements will be made.

Permits

Oakland Department of Transportation (OakDOT) Engineering Services is ready to issue a PX Permit for the construction of public improvements within the City's right-of-way on Skyline Boulevard. OakDOT and OPW has approved the construction plans.

The City will claim ownership and maintain operations and maintenance of the sewer facilities located within the City's right-of-way on Skyline Boulevard. The Applicants will claim ownership and maintain operations and maintenance of the sewer facilities located on Lexford Place, a private road, through a Private Sewer Maintenance Agreement. It is agreed that owners of the Benefited Parcels on Lexford Place who will connect to the private sewer main will add their signatures to the maintenance agreement.

For future building sewer connections to the sanitary sewer extension, each owner of the Benefited Parcels shall apply for an abandonment permit of OWTS or holding tanks under

section 15.080.070 of Alameda County's Ordinance. Additionally, a Private Sewer Lateral Permit from the City and a Private Sewer Lateral Certificate from East Bay Municipal Utility District (EBMUD) are required.

Funding Sewer Extension Code

State and local codes prohibit the City from funding sewer extensions. The Oakland Municipal Code (O.M.C.) Section 13.04.060 states that the sewer service charge fund shall not be used for the acquisition or construction of new sewer facilities in unsewered areas. The proposed sanitary sewer extension project is privately funded by the Applicant with existing homes currently on OWTS.

Applicable Building Sewer Connection Codes

1. California Plumbing Code, Section 713, requires buildings to be connected to a public or private sewer system unless the building is more than 200 feet from a public sewer system.
2. Oakland Municipal Code (Oakland Building Code), Section 15.04.3.5015, amends the Cal Plumbing Code to require all new pipe connections (even when more than 200 feet from a public sewer system) to be connected to a public sewer system.
3. Oakland Municipal Code (Oakland Sewer Regulations), Section 13.08.340, requires every building to be connected to a public sewer. If the public sewer is within 200 feet of a building with an on-site sewage disposal system, the City can require the on-site system be removed, and a connection made to the public sewer system.
4. State Water Resources Control Board Policy. Section 9.4.9, requires buildings to be connected to a public sewer, except on-site wastewater systems are allowed if the building is more than 200 feet from a public sewer.
Exception: This provision does not apply to replacement septic systems where the connection fees and construction cost are greater than twice the total cost of the replacement septic systems and the local agency determines that the discharge from the septic systems will not affect groundwater or surface water to a degree that makes it unfit for drinking or other uses.
5. Alameda County Municipal Code, Section 15.18.050, requires buildings to be connected to a public sewer, except on-site wastewater systems are allowed if the building is more than 200 feet from a public sewer.
County proposed Local Agency Management Program (LAMP) adds the exception clause, same as State's.

FISCAL IMPACT

Staff costs for processing the Agreement are covered by fees through a PX Permit set by the Master Fee Schedule and have been paid by the Applicant.

There will be additional costs for the maintenance and operations of the extended sanitary sewer main within the public right-of-way. The cost will be funded by every parcel owner that would connect to the sanitary sewer system through sewer service charges.

PUBLIC OUTREACH / INTEREST

Public Works staff have conducted meetings with ACDEH and the Hillcrest Septic Task Force of the Hillcrest Estates regarding OWTS and sanitary sewer extensions. Hillcrest Estates is an area of approximately 250 homes, stretching along Skyline Boulevard between Redwood Road and Keller Road, including Skyline Boulevard and Lexford Place. Approximately 60 of those homes are on OWTS.

An outreach letter was sent to the owners of the Benefited Parcels of the sanitary sewer extension project on Skyline Boulevard and Lexford Place.

COORDINATION

The Report and Resolution was coordinated with OPW Bureau of Maintenance and Internal Services, OakDOT, Budget Bureau, and the Office of the City Attorney.

SUSTAINABLE OPPORTUNITIES

Economic – The Agreement will promote future sanitary sewer extension projects to facilitate improvements to private residential developments.

Environmental – According to ACDEH, the majority of existing private OWTS in the Oakland hills are undocumented and predate onsite OWTS design standards. The majority of the systems have a redwood tank and some type of limited dispersal system. These issues present a safety hazard to human health and the environment, as recognized by County and State regulations.

The approval of the Agreement for subsequent sanitary sewer extension projects will encourage homeowners to extend and connect to the City's sanitary sewer system and abandon pre-dated onsite wastewater systems, thus improving public health and the environment.

Social Equity – No significant impact on social equity is identified.

CEQA

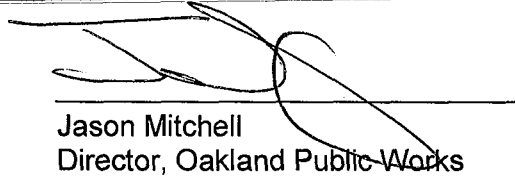
The California Environmental Quality Act ("CEQA") and the CEQA Guidelines exempt specific types of projects from environmental review. The following CEQA exemptions apply to this project under CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), and 15303 (new construction or conversion of small structures).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a resolution authorizing the City Administrator, or designee, to enter into an Agreement between the City and the applicant for reimbursement of a proportionate share of the cost of the proposed privately-funded sanitary sewer extension project on Skyline Boulevard and Lexford Place between The Applicant and the owners of other benefited parcels of the project.

For questions regarding this report, please contact Jimmy Mach, Wastewater Engineering Management Division Manager at 510-238-3303.

Respectfully submitted,



Jason Mitchell
Director, Oakland Public Works

Reviewed by:
Danny Lau, P.E., Assistant Director
Bureau of Design & Construction

Prepared by:
Jimmy Mach, P.E., Division Manager
Wastewater Engineering Management Division

Attachments (3):

- A: Agreement
- B: Project Location Map
- C: Sanitary Sewer Maintenance Agreement

Item: _____
Public Works Committee
June 25, 2019

ATTACHMENT A

AGREEMENT

**AGREEMENT
FOR SANITARY SEWER EXTENSION
ON SKYLINE BOULEVARD AND LEXFORD PLACE**

This Reimbursement Agreement is made and entered into on this _____ day of _____, 201____, by and between the members of the _____ Sewer Extension (_____SE) hereinafter referred to as "Applicants", and the City of Oakland, California, a municipal corporation, hereinafter referred to as "City."

WHEREAS, Applicants are those members of the _____SE who have signed this agreement and who have title to the lot(s) listed below, as said lots are shown in Exhibit "A", Assessment Map No. _____ attached hereto and made a part hereof.

<u>Applicants' Names</u>	<u>Lot Numbers</u>	<u>Assessors' Parcel Numbers</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WHEREAS, Applicants desire to extend a public sewer along _____, along the alignment shown on said Exhibit "A" hereinafter referred to as "Project", in order to eliminate the use of individual sewage disposal systems (septic tank and leach field);

WHEREAS, said sewer is intended to serve and benefit the following properties:

Parcel/Lot
Numbers _____

_____ of Parcel Map _____ filed on _____
in Book ____, Pages _____, at the Alameda County Records; and

WHEREAS, Applicants desire this agreement for reimbursement for use of said sewer extension by other persons benefiting therefrom and constructed and paid for by Applicants;

WHEREAS, all parties to this document shall provide the City a copy of the approved Onsite Wastewater Treatment Systems (OWTS) Abandonment permit issued from Alameda County as a condition of approval to permit each private sewer lateral connection to the public sewer;

WHEREAS, all parties to this document shall obtain a Private Sewer Lateral (PSL) Certificate from East Bay Municipal Utility District (EBMUD) as a condition of finalizing the City permit;

NOW, THEREFORE, in consideration of the mutual promises below, it is agreed as follows:

Section 1. Cost of Sewer Extension

- A. Applicants shall pay all costs for the extension of said sewer including engineering, surveying, construction, permit and inspection fees and charges. Plans and specifications shall be prepared by a licensed civil engineer of Applicants' choosing. Said plans and specifications shall meet the approval of the City Engineer. Construction of said sewer shall be subject to inspection by the City.
- B. The Applicants and/or their contractor shall obtain prior written approval by the City Engineer for any adjustments to the Project, including but not limited to construction change orders, engineering fees, etc.
- C. Where the sewer extension is located on public roads, the City will be responsible for the ongoing maintenance of said sewer extension and maintain liability for the extension's operations.
- D. Where the sewer extension is located on private roads, the applicants will be responsible for the ongoing maintenance of said sewer extension and maintain liability for the extension's operations. Applicants shall be responsible for all associated costs related to related services.

Section 2. Reimbursement Obligation

- A. The Applicants shall secure and maintain a professional services contract to operate and maintain the private sewer extension. Additional reserve funds shall be secured in the professional services contract for capital emergency repairs of the private sewer extension.
- B. The City, to the extent allowed by law, shall use its good faith effort to impose upon the owners of the benefited parcels specified above, who are not also Applicants as defined by this Agreement, to provide evidence of reimbursement payment to the Applicants a reasonable charge for the construction of said sewer facilities. The reasonable charge shall be a proportionate share of the Cost of the Project, at the time of application for a building permit or a building sewer permit by the owners of benefited parcels, or at the time they are required for any reason to connect to the public and private sewer. The reasonable charge shall be the certified Cost of the Project as approved by the City Engineer distributed proportionally amongst the benefiting. parcels and adjusted for inflation based on the Engineering News Record Construction Cost Index, as shown on Exhibit "B".
- C. Such reimbursements shall continue, but not extend beyond the term of this Agreement, until each Applicant is fully reimbursed the amount they contributed to the Cost of the Project in excess of their proportionate share of the Cost of the Project. Upon reimbursement payment and proof of the active professional services contract, the City shall provide the benefited parcel the permit to connect to the public and private sewer.
- D. The Applicant shall hire and pay for an escrow company or banking institution to facilitate reimbursements, provide the City updates of the reimbursement records and include proof of payments. Subsequent third party beneficiaries who apply for a private sewer lateral permit with the City will pay for an escrow company or banking institution to facilitate reimbursements, provide the City updates of the reimbursement records and include proof of payments. The City has no legal obligation to the Parties involved throughout the reimbursement process and is not partied to the reimbursement process.
- E. If any parcel included in the benefitting parcels is subsequently re-subdivided, and an application is made for a building permit or building sewer permit for the newly-created lot, then upon written request and declaration of relevant facts by, and to the extent allowed by law, including but not limited to California Government Code Section 50142, the reimbursement amount would be the subdivided share of the original parcel still owed by other benefitted parcels and then provide notice to the escrow company or banking institution to reimburse the Applicants. The escrow company or banking institution shall

use the recalculated charge to administer reimbursements under this Agreement. All escrow fees and maintenance costs are the responsibilities of the third-party beneficiary.

- F. If a district is subsequently formed for the purpose of constructing and connecting sewers to the project for the benefit of the benefited parcels described above, then upon written request and declaration of relevant facts by Applicants, and to the extent allowed by law, including but not limited to California Government Code Section 50142, the City shall impose a reasonable charge upon such district reflecting the amount of charges still owed by other benefited parcels, and shall use such charge to then reimburse Applicants, less an administrative fee. The escrow company or banking institution shall include such Applicants and current owners in the district assessments and in lieu of continuing to administer reimbursements under this Agreement. All escrow fees and maintenance costs are the responsibilities of the Applicant and/or third party beneficiary.

Section 3. Hold Harmless

- A. Notwithstanding the provisions of Section 2.C above, Applicants do hereby remise, release, forever discharge, and agree to defend (including payment of attorneys' fees), fully indemnify and save harmless, the City, its officers, agents and employees and each of them, from any and all actions, causes of actions, claims and demands of whatsoever kind or nature, and any damage, loss or injury which may be sustained directly or indirectly by the City, the undersigned and any other person or persons, arising out of, or by reason of, anything done or omitted by Applicants or their contractor(s), including any subcontractors, under or in connection with the Project.

Section 4. General Liability

- A. The Applicants and/or their contractor shall obtain Comprehensive General Liability Insurance which includes Bodily Injury and Property Damage coverage including automobile liability coverage, products and/or completed operations coverage, and specifically including contractual liability covering liability assumed hereunder, providing Bodily Injury Liability limit of not less than \$2,000,000 for each person and \$2,000,000 for each accident or occurrence, and Property Damage Liability limits of not less than \$1,000,000 for each accident or occurrence insuring the City of Oakland, its officers, agents and employees as additional insured thereunder for claims which may arise from the operations of the contractor or a subcontractor in the performance of the work herein provided for.
- B. Each of said policies of insurance shall contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled, nor the amount of the coverage thereof reduced until 10 days after receipt by the Director of Oakland Public Works of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter."

- C. Further, the Applicants hereby agree to defend (including the payment of attorneys' fees), fully indemnify and hold harmless the City, its officers, agents and employees, and each of them, from any and all actions, causes of actions, claims, and demands relating to, or because of, the execution and enforcement of the terms of this agreement.
- D. The Applicants and/or their contractor shall furnish the Director of Oakland Public Works a certificate of insurance for the aforesaid policies of insurance prior to commencement of work. Said General Liability Insurance shall remain in force until construction of the sewer main is complete and accepted by the City.

Section 5. Warranty

- A. The Applicants shall obtain a warranty from their contractor which shall guarantee the work for a period of (1) year after completion and acceptance of the work by the City Engineer. Such guarantee shall be in writing and shall be assigned to, and fully enforceable by, the City.
- B. When the above-referenced one-year (1) warranty has expired, Applicants shall assume responsibility for the ongoing maintenance and operations of the sewer extension on private property.

Section 6. Term of the Agreement

- A. This Agreement shall become null and void twenty (20) years from the date of this Agreement and no further reimbursements shall be made thereafter unless such reimbursements were received by the City but not disbursed prior to expiration of the agreement.

Section 7. Recordation and Filing

- A. This Agreement and attached plat shall be recorded by the City in the Office of the County Recorder, Alameda County, California.
- B. This Agreement, plat, completion and acceptance, statement of costs, the distribution of cost and the notice of assessment on the properties benefited shall be on file in the office of the City Engineer.

Section 8. No Third-Party Beneficiaries

A. This agreement creates rights and duties only between the Applicants and the City, and no other party, or third party, is intended to have or to be deemed to have any rights under the Agreement as an intended third-party beneficiary.

IN WITNESS WHEREOF, Applicants and City have caused this Agreement to be executed by their respective officers, duly authorized all as of the day and year first above written.

Applicants:

City of Oakland

By: _____
Name:

By: _____
Name:

Office of the City Administrator

By: _____
Name:

Approved as to form and legality

By: _____
Name:

By: _____
Name:

City Attorney

By: _____
Name:

Oakland Public Works Director

Attest

By: _____
Name:

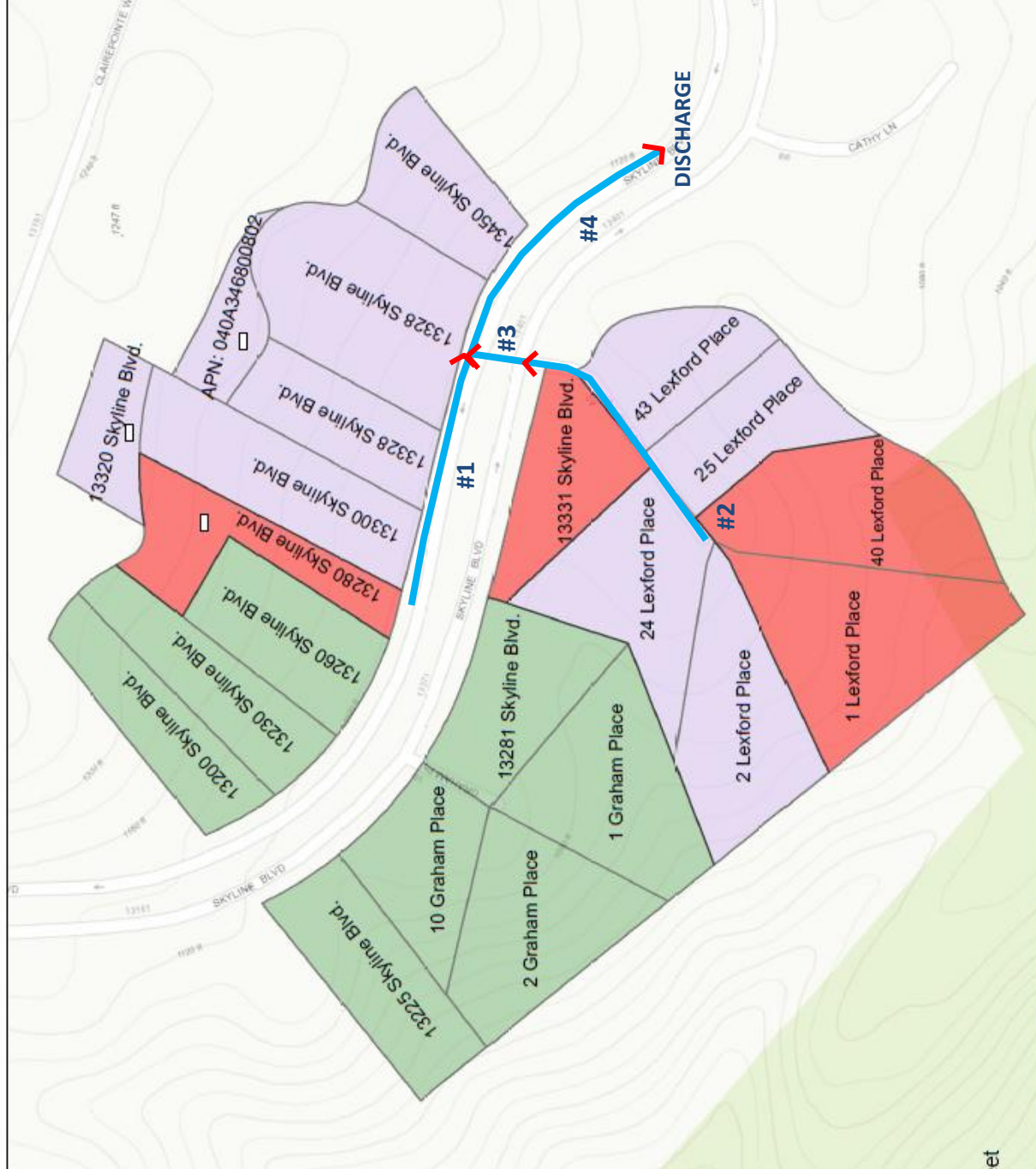
City Clerk

Authorized by
Resolution No. _____ C.M.S.

Exhibit A
Assessment Map No. _____

ATTACHMENT B

PROJECT LOCATION MAP



Legend

- Initial 4 Connections (4 total)
 - 13280 Skyline Blvd.; (040A346800403)
 - 13331 Skyline Blvd.; (040A346700500)
 - 40 Lexford Place; (040A346700802)
 - 1 Lexford Place; (040A346700903)
- Additional 10 Connections (14 total)
 - 13300 Skyline Blvd.; (040A346800500)
 - 13320 Skyline Blvd.; (040A346800810)
 - 13328 Skyline Blvd.; (040A346800600)
 - 13328 Skyline Blvd.; (040A346800601)
 - 13450 Skyline Blvd.; (040A346801504)
 - 2 Lexford Place; (040A346700908)
 - 24 Lexford Place; (040A346700401)
 - 25 Lexford Place; (040A346700700)
 - 43 Lexford Place; (040A346700600)
 - (040A346800802)
- Additional 8 Connections (22 total)
 - 13200 Skyline Blvd.; (040A346800100)
 - 13225 Skyline Blvd.; (040A346700100)
 - 13230 Skyline Blvd.; (040A346800200)
 - 13260 Skyline Blvd.; (040A346800303)
 - 13281 Skyline Blvd.; (040A346700300)
 - 1 Graham Place; (040A346701000)
 - 2 Graham Place; (040A346701100)
 - 10 Graham Place; (040A346700200)
- Approx. STEG tank location (3 total)



DATE:	7/5/2018
PROJECT:	LEXFORD STEP
PROJECT NO.:	1600021
DRAWN:	DD
APPROVED:	NH



**PARCEL CONNECTIONS
PUMP ZONING - 4 CONNECTIONS**

**FIGURE
1**

ATTACHMENT C

PRIVATE SEWER MAINTENANCE AGREEMENT



2019071196

04/18/2019 02:36 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 122.00



12 PGS

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Jamie Besaw
13331 Skyline Blvd.
Oakland, CA 94619

WHEN RECORDED MAIL TO:

Jamie Besaw
13331 Skyline Blvd.
Oakland, CA 94619

A15
12
100

THIS SPACE FOR RECORDER'S USE ONLY

PRIVATE SEWER MAINTENANCE AGREEMENT

An Agreement made this original date of April 18, 2019, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, the undersigned are owners of parcels shown in Exhibit A and are the owners or users of the private sewer main and the roadway property (Lexford Place) where the sewer is situated as described below; and

WHEREAS, the Lexford Place STEP Sewer is a private sewer main which provides for the collection and conveyance of sewage effluent from properties adjacent to Lexford Place in the City of Oakland, State of California, as shown in Exhibit B to the public sewer main located in Skyline Boulevard; and

WHEREAS, the parties desire to enter into an Agreement regarding the responsibilities and costs of maintenance and improvements to the Lexford Place STEP Sewer; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Sewage Conveyance. The Lexford Place roadway property shall be subject to a perpetual, nonexclusive easement for the installation and maintenance of a Private Sewer accessible to and shared by owners of parcels adjacent to the roadway. The purpose of the Private Sewer is solely for the joint and shared conveyance of septic tank effluent from the connecting parcels to the Oakland public sewer located in Skyline Boulevard street right-of-way adjacent to Lexford Place.

2. Sewer Association Agent. A Sewer Association Agent (Sewer Agent) shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. An Alternate shall also be elected to act in the place of the Sewer Agent in the event the Sewer Agent is absent or otherwise unable to perform his/her responsibilities. The Sewer Agent shall be responsible for overseeing the condition of the sewer and initiating maintenance activities, through a qualified maintenance provider, as needed to maintain acceptable operation. For the purposes of this Agreement, a qualified maintenance provider is an individual licensed either as a plumbing contractor (C-36) or sanitations systems contractor (C-42) in accordance with provisions of the California Business and Professions Code.

3. Sewer Maintenance. Sewer maintenance will be undertaken and made whenever necessary to maintain the sewer in good operating condition at all times and to insure the provision of safe and sanitary conveyance of sewage effluent from the connected properties to the public sewer main located in Skyline Boulevard. Sewer maintenance, as a minimum, will include such items as: (a) visual inspection along the sewer alignment for any unusual conditions such as settlement, erosion or seepage; (b) inspect valve boxes, exercise and service shut-off and air release valves; (c) access and observe the inflow from the Private Sewer to the public sewer receiving manhole (as feasible); (d) conduct pressure-flushing of sewer as needed and in coordination with City of Oakland Public Works Department, Sewer Services Division.

4. Sewer Improvements. Before authorizing expenditures for future sewer improvements, parcel owners will be notified by the Sewer Agent, and cost estimates will be provided. A majority vote of parcel owners is required for any sewer improvements and to accept the bid for any sewer improvement contract. If an even number of parcel owners participate in the vote on such improvements and/or acceptance of the bid and the vote results in a tie, the Sewer Agent (or the Alternate if the Agent is unavailable), shall have the authority to resolve the tie. If any parcel owner performs improvements, maintenance, repairs or replacements, other than those on their respective private parcel, without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary, as more particularly noted in Paragraph No. 11 below or otherwise, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. Cost Sharing. Sewer maintenance and improvement costs shall be shared equally among the parcel owners connected to and sharing access to the above described Private Sewer main.

6. Prepayment. Prepayment of maintenance and improvement costs will be made to the Private Sewer Maintenance account by each parcel owner. Annually, on or before a date as specified by the Sewer Agent, each parcel owner will contribute their share of the estimated annual cost for

sewer maintenance and improvements. The Sewer Agent shall send each parcel owner a two week notice of the annual payments due.

7. Definition of a Parcel. For purposes of this Agreement, a parcel is defined as a land entity having a residential dwelling with an Alameda County-approved septic tank and effluent pump (STEP) unit that is connected to the Lexford Place STEP Sewer for conveyance of sewage effluent to the City main. Each connected parcel is assessed and granted (1) vote regardless of the number of owners. If a connected parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement and will be entitled to one collective vote (i.e. each connected parcel represents one vote in the matters covered by this Agreement).

8. Future Parcels. Any additional parcels connecting to the Private Sewer will be bound by all terms and conditions of this Agreement and will be required to pay the following:

- a) a proportionate amount toward costs incurred for the approval and installation of the Private Sewer and associated downstream facilities located within the Skyline Boulevard public right-of-way in accordance with the terms of a City of Oakland Reimbursement Agreement for Sewer Extension.
- b) any costs required to effect the connection to the Private Sewer, including: installation of on-lot STEP facilities, private lateral, service connection box and fittings, tie-in to the Private Sewer main, and associated engineering and permitting costs for these items;
- c) the portion of the on-going maintenance and improvement costs of the Private Sewer incurred after the parcel is connected, as determined using the formula contained in Paragraph No. 5 above.

If any additional parcels are connected after the original Private Sewer Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a connected parcel is being sold, the new owner of said parcel shall be deemed the owner of record.

9. Checking Account. The Sewer Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

10. City Inspection Findings. The Sewer Services Division of Oakland Public Works may, from time-to-time, conduct preventative maintenance inspection and review of the Private Sewer facilities, including such items as valves, service connections, and flush ports. The Sewer Agent will be notified by the City at least two days prior to the conduct of such inspections and will be provided with the results by the City after the inspections. If such inspections reveal the need for improvements to the Private Sewer, the connected parcel owners will be required to make the improvements. If the improvements are not made within 60 days from notification (or within a time frame otherwise agreed to by the City) the City will make the improvements and bill the

work to the property owners. The cost will include both the City's expenses for staff time and the contractor's expenses for the actual sewer improvements. The costs must be fully paid within 60 days from the date of the invoice (or within a time frame otherwise agreed to by the City). If the costs are not paid by this time, the City will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners connected to the Private Sewer.

11. Emergency Repairs. If the City of Oakland is made aware of emergency safety conditions pertaining to the Lexford Place STEP Sewer, the City will attempt to reach the Sewer Agent (or the Alternate if the Agent is unavailable) and request that the necessary repairs be completed immediately. However, if the City is not able to reach the Sewer Agent, the City has the authority to make emergency repairs as needed without further notification of the residents served by the private sewer. In such cases, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City will be as described in Paragraph No. 10 above.

12. Effective Term. This Agreement shall be perpetual and shall encumber and run with the land as long as the sewer main remains private.

13. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

14. Amendment. This Agreement may be amended by a two-thirds majority vote of all parcel owners.

15. Enforcement. This Agreement may be enforced by a majority of parcel owners (or if a tie vote, resolved per Paragraph No. 4 above). If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

16. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the parcel owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share equally the cost of any arbitration.

17. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

18. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

19. Other Agreements. This Private Sewer Maintenance Agreement replaces all previous Private Sewer Maintenance Agreements regarding the described Lexford Place STEP Sewer.

20. City Guidelines and Standards. The Lexford Place STEP Sewer shall be constructed and maintained in accordance with applicable requirements contained in the City of Oakland STEP and STEG Guidelines and Force Main Standard (November 28, 2018).

21. Disclaimer by City of Oakland. It is understood and agreed that the City of Oakland shall not be liable or responsible in any manner to the property owners served by the shared Lexford Place STEP Sewer, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

22. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the office of the City Clerk for the City of Oakland.

Signed,	Property Address	Date	
Jamie Beaman	13331 Skyline Blvd	4/18/19	PLEASE SEE ATTACHED NOTARY CERTIFICATE
Jamie Sean Beaman	Oakland CA 94619		
Jaylene Monte	24 Lexford Place	4/18/19	PLEASE SEE ATTACHED NOTARY CERTIFICATE
Suzanne Elizabeth Monte	Oakland, CA 94619		
[Signature]	1 Lexford place	4/18/19	PLEASE SEE ATTACHED NOTARY CERTIFICATE
Vicente Ceron Godinez	Oakland CA 94600 V-c 94619		

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)
County of ALAMEDA)

On 04-18-2019, before me, MANDEEP KAUR, a Notary Public, personally appeared JAMIE SEAN BESAW, 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 Mandeep Kaur

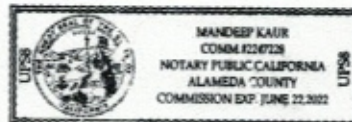
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On 04-18-2019, before me, MANDEEP KAUR, a Notary Public, personally appeared SUZANNE EUZABETH MOUNTS, 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 Mandeep Kaur

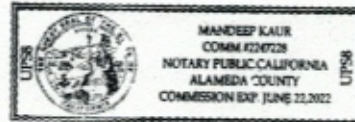
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On 04-18-2019, before me, MANDEEP KAUR, a Notary Public, personally appeared VICENTE CERON GODINEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 Mandeep Kaur

EXHIBIT A

Parcel Owner Assessor's Parcel Numbers

1. 040-A346-700-500 (13331 Skyline Blvd.)
2. 040-A346-700-401 (24 Lexford Place)
3. 040-A346-700-600 (43 Lexford Place)
4. 040-A346-700-903 (1 Lexford Place)

EXHIBIT B

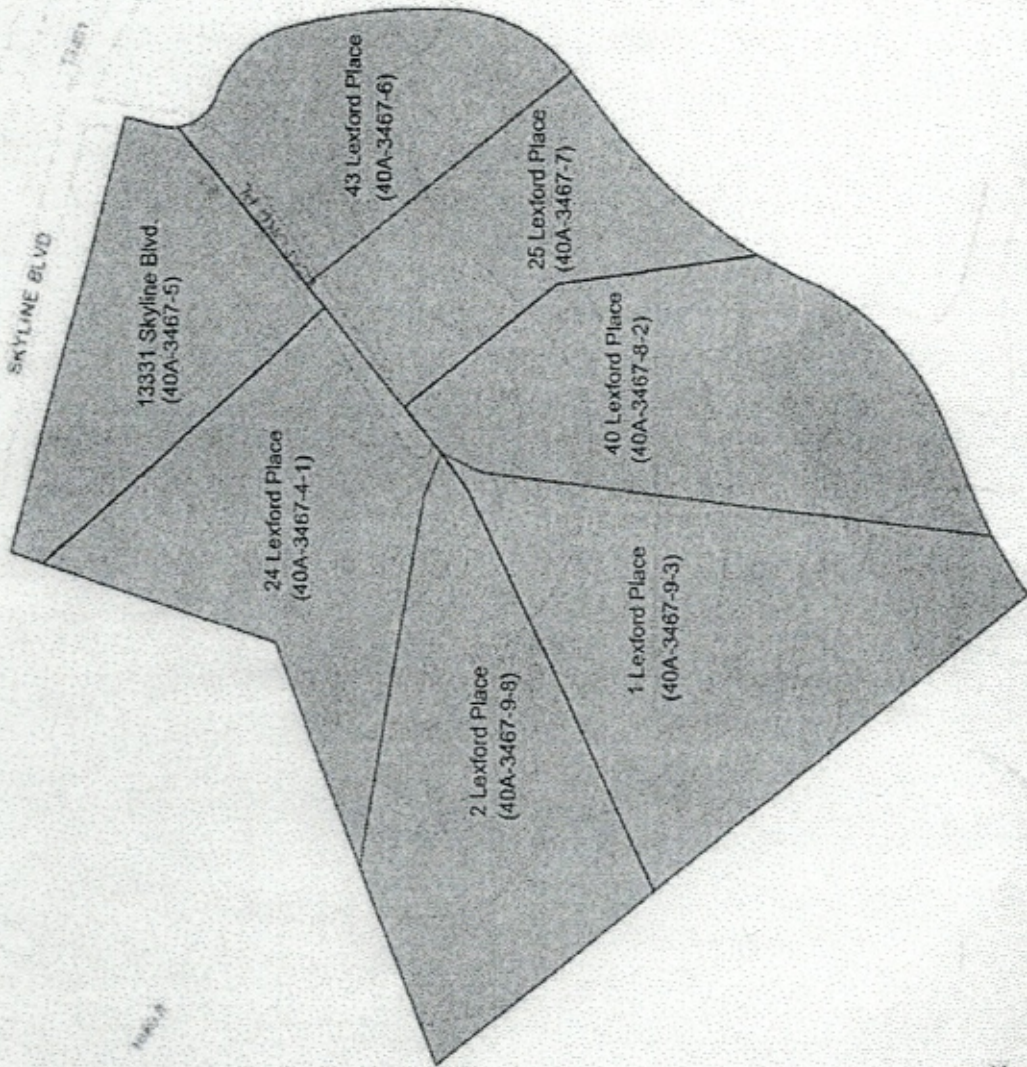
Diagram of Lexford Place STEP Sewer

[Attached]

Legend

■ 7 Connections

ADDRESS	APN
1 Lexford Place	(40A-3467-9-3)
2 Lexford Place	(40A-3467-9-8)
24 Lexford Place	(40A-3467-4-1)
25 Lexford Place	(40A-3467-7)
40 Lexford Place	(40A-3467-8-2)
43 Lexford Place	(40A-3467-6)
13331 Skyline Blvd.	(40A-3467-5)



DATE:	4/18/2019
PROJECT:	LEXFORD STEP
PROJECT NO.:	1600021
DRAWN:	TC
APPROVED:	NH



EXHIBIT B

ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, read as follows:

NAME OF NOTARY PUBLIC: Mandeep Kaur

COMMISSION NUMBER: 2247228

NOTARY PUBLIC STATE: CA

COUNTY: Alameda

MY COMM EXPIRES: June 22, 2022
(DATE)

SIGNATURE OF DECLARANT: Jamie Besaw

PRINT NAME OF DECLARANT: Jamie Besaw

CITY & STATE OF EXECUTION: Oakland CA

DATE SIGNED: 4/18/19

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ENTER INTO AN AGREEMENT BETWEEN THE CITY AND THE APPLICANT FOR REIMBURSEMENT OF A PROPORTIONATE SHARE OF THE COST OF THE PROPOSED PRIVATELY-FUNDED SANITARY SEWER EXTENSION PROJECT ON SKYLINE BOULEVARD AND LEXFORD PLACE BETWEEN THE APPLICANT AND THE OWNERS OF OTHER BENEFITED PARCELS OF THE PROJECT

WHEREAS, a group of homeowners, known as The Applicant, are proposing to extend the City's sanitary sewer system to their community on Skyline Boulevard (public road) and Lexford Place (private road) which would benefit a total of fourteen (14) parcels; and

WHEREAS, the parcel numbers of The Applicant are 40A-3468-4-3, 40A-3467-5, 40A-3467-8-2, and 40A-3467-9-3; and

WHEREAS, the proposed sewer extension can be further extended in the future by homeowners and provide a full build-out collection system capable of connecting a total of 22 parcels; and

WHEREAS, the project will extend from the City's existing 8-inch gravity sewer main located at 13460 Skyline Blvd to 13280 Skyline Blvd and Lexford Place; and

WHEREAS, the Applicant will privately fund and procure the construction; and

WHEREAS, the cost of the project will be reviewed and approved by the City to be distributed proportionally amongst the fourteen (14) Benefited Parcels; and

WHEREAS, the cost of the project includes engineering, surveying, construction, permit and inspection fees and charges; and

WHEREAS, the fourteen (14) Benefited Parcels are parcel numbers 40A-3468-4-3, 40A-3467-5, 40A-3467-8-2, 40A-3467-9-3; 40A-3468-5, 40A-3468-8-10, 40A-3468-6, 40A-3468-7-1, 40A-3468-15-4, 40A-3467-9-8, 40A-3467-4-1, 40A-3467-7, 40A-3467-6, and 40A-3468-8-2; and

WHEREAS, Oakland Department of Transportation Engineering Services is ready to issue a PX Permit for the construction of public improvements within the City's right-of-way on Skyline Boulevard; and

WHEREAS, the Oakland Department of Transportation and Oakland Public Works has approved the construction plans; and

WHEREAS, the Applicants and owners of the Benefited Parcels on Lexford Place who will connect to the private sewer main are required to secure and maintain a professional services contract to operate and maintain the private sewer extension on Lexford Place through a signed Private Sewer Maintenance Agreement; and

WHEREAS, it is agreed by the City and The Applicant that owners of the Benefited Parcels on Lexford Place who will connect to the private sewer main will add their signatures to the Private Sewer Maintenance Agreement; and

WHEREAS, additional reserve funds shall be secured in the professional services contract for capital emergency repairs of the private sewer extension by The Applicant and owners of the Benefited Parcels on Lexford Place; and

WHEREAS, it is agreed by the City and The Applicant that The City will claim ownership and maintain operations and maintenance of the sewer facilities located within the City's right-of-way on Skyline Boulevard; and

WHEREAS, for future building sewer connections to the sanitary sewer extension, each owner of the Benefited Parcels shall apply for an abandonment permit of OWTS or holding tanks under section 15.080.070 of Alameda County's Ordinance, a Private Sewer Lateral Permit from the City, and a Private Sewer Lateral Certificate from East Bay Municipal Utility District (EBMUD); and

WHEREAS, the City has no legal obligation to the parties involved throughout the reimbursement process and is not partied to the reimbursement process; now therefore be it

RESOLVED: That this Resolution will authorize the City Administrator or designee to enter into an Agreement between the City and The Applicant for reimbursement of a proportionate share of the cost of the proposed privately-funded sanitary sewer extension project on Skyline Boulevard and Lexford Place between The Applicant and the owners of other Benefited Parcels of the project; and be it

FURTHER RESOLVED: That the City Council has reviewed all relevant documents relating to entering the Agreement; and be it

FURTHER RESOLVED: That the sanitary sewer extension project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), and 15303 (new construction or conversion of small structures); and be it

FURTHER RESOLVED: That the Agreement shall commence and continue in effect so long as Applicant satisfies, and continues to satisfy, all conditions and obligations set forth in the Agreement attached hereto as **Exhibit A**, Private Sewer Maintenance Agreement attached hereto as **Exhibit B**, and Benefited Parcels attached hereto as **Exhibit C**; and be it

FURTHER RESOLVED: The Agreement will require owners of other Benefited Parcels applying for a sewer connection (a Private Sewer Lateral Permit) to pay a proportionate share of the cost of the project to extend sanitary sewers; and be it

FURTHER RESOLVED: The Agreement will become null and void twenty (20) years from the date of the Agreement and no further reimbursements will be made.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

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

Exhibit A: Agreement (7 pages)

Exhibit B: Private Sewer Maintenance Agreement (12 pages)

Exhibit C: Benefited Parcels (1 page)

EXHIBIT A

AGREEMENT

**AGREEMENT
FOR SANITARY SEWER EXTENSION
ON SKYLINE BOULEVARD AND LEXFORD PLACE**

This Reimbursement Agreement is made and entered into on this _____ day of _____, 201____, by and between the members of the _____ Sewer Extension (_____SE) hereinafter referred to as "Applicants", and the City of Oakland, California, a municipal corporation, hereinafter referred to as "City."

WHEREAS, Applicants are those members of the _____SE who have signed this agreement and who have title to the lot(s) listed below, as said lots are shown in Exhibit "A", Assessment Map No. _____ attached hereto and made a part hereof.

<u>Applicants' Names</u>	<u>Lot Numbers</u>	<u>Assessors' Parcel Numbers</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WHEREAS, Applicants desire to extend a public sewer along _____, along the alignment shown on said Exhibit "A" hereinafter referred to as "Project", in order to eliminate the use of individual sewage disposal systems (septic tank and leach field);

WHEREAS, said sewer is intended to serve and benefit the following properties:

Parcel/Lot
Numbers _____

_____ of Parcel Map _____ filed on _____
in Book ____, Pages _____, at the Alameda County Records; and

WHEREAS, Applicants desire this agreement for reimbursement for use of said sewer extension by other persons benefiting therefrom and constructed and paid for by Applicants;

WHEREAS, all parties to this document shall provide the City a copy of the approved Onsite Wastewater Treatment Systems (OWTS) Abandonment permit issued from Alameda County as a condition of approval to permit each private sewer lateral connection to the public sewer;

WHEREAS, all parties to this document shall obtain a Private Sewer Lateral (PSL) Certificate from East Bay Municipal Utility District (EBMUD) as a condition of finalizing the City permit;

NOW, THEREFORE, in consideration of the mutual promises below, it is agreed as follows:

Section 1. Cost of Sewer Extension

- A. Applicants shall pay all costs for the extension of said sewer including engineering, surveying, construction, permit and inspection fees and charges. Plans and specifications shall be prepared by a licensed civil engineer of Applicants' choosing. Said plans and specifications shall meet the approval of the City Engineer. Construction of said sewer shall be subject to inspection by the City.
- B. The Applicants and/or their contractor shall obtain prior written approval by the City Engineer for any adjustments to the Project, including but not limited to construction change orders, engineering fees, etc.
- C. Where the sewer extension is located on public roads, the City will be responsible for the ongoing maintenance of said sewer extension and maintain liability for the extension's operations.
- D. Where the sewer extension is located on private roads, the applicants will be responsible for the ongoing maintenance of said sewer extension and maintain liability for the extension's operations. Applicants shall be responsible for all associated costs related to related services.

Section 2. Reimbursement Obligation

- A. The Applicants shall secure and maintain a professional services contract to operate and maintain the private sewer extension. Additional reserve funds shall be secured in the professional services contract for capital emergency repairs of the private sewer extension.
- B. The City, to the extent allowed by law, shall use its good faith effort to impose upon the owners of the benefited parcels specified above, who are not also Applicants as defined by this Agreement, to provide evidence of reimbursement payment to the Applicants a reasonable charge for the construction of said sewer facilities. The reasonable charge shall be a proportionate share of the Cost of the Project, at the time of application for a building permit or a building sewer permit by the owners of benefited parcels, or at the time they are required for any reason to connect to the public and private sewer. The reasonable charge shall be the certified Cost of the Project as approved by the City Engineer distributed proportionally amongst the benefiting. parcels and adjusted for inflation based on the Engineering News Record Construction Cost Index, as shown on Exhibit "B".
- C. Such reimbursements shall continue, but not extend beyond the term of this Agreement, until each Applicant is fully reimbursed the amount they contributed to the Cost of the Project in excess of their proportionate share of the Cost of the Project. Upon reimbursement payment and proof of the active professional services contract, the City shall provide the benefited parcel the permit to connect to the public and private sewer.
- D. The Applicant shall hire and pay for an escrow company or banking institution to facilitate reimbursements, provide the City updates of the reimbursement records and include proof of payments. Subsequent third party beneficiaries who apply for a private sewer lateral permit with the City will pay for an escrow company or banking institution to facilitate reimbursements, provide the City updates of the reimbursement records and include proof of payments. The City has no legal obligation to the Parties involved throughout the reimbursement process and is not partied to the reimbursement process.
- E. If any parcel included in the benefitting parcels is subsequently re-subdivided, and an application is made for a building permit or building sewer permit for the newly-created lot, then upon written request and declaration of relevant facts by, and to the extent allowed by law, including but not limited to California Government Code Section 50142, the reimbursement amount would be the subdivided share of the original parcel still owed by other benefitted parcels and then provide notice to the escrow company or banking institution to reimburse the Applicants. The escrow company or banking institution shall

use the recalculated charge to administer reimbursements under this Agreement. All escrow fees and maintenance costs are the responsibilities of the third-party beneficiary.

- F. If a district is subsequently formed for the purpose of constructing and connecting sewers to the project for the benefit of the benefited parcels described above, then upon written request and declaration of relevant facts by Applicants, and to the extent allowed by law, including but not limited to California Government Code Section 50142, the City shall impose a reasonable charge upon such district reflecting the amount of charges still owed by other benefited parcels, and shall use such charge to then reimburse Applicants, less an administrative fee. The escrow company or banking institution shall include such Applicants and current owners in the district assessments and in lieu of continuing to administer reimbursements under this Agreement. All escrow fees and maintenance costs are the responsibilities of the Applicant and/or third party beneficiary.

Section 3. Hold Harmless

- A. Notwithstanding the provisions of Section 2.C above, Applicants do hereby remise, release, forever discharge, and agree to defend (including payment of attorneys' fees), fully indemnify and save harmless, the City, its officers, agents and employees and each of them, from any and all actions, causes of actions, claims and demands of whatsoever kind or nature, and any damage, loss or injury which may be sustained directly or indirectly by the City, the undersigned and any other person or persons, arising out of, or by reason of, anything done or omitted by Applicants or their contractor(s), including any subcontractors, under or in connection with the Project.

Section 4. General Liability

- A. The Applicants and/or their contractor shall obtain Comprehensive General Liability Insurance which includes Bodily Injury and Property Damage coverage including automobile liability coverage, products and/or completed operations coverage, and specifically including contractual liability covering liability assumed hereunder, providing Bodily Injury Liability limit of not less than \$2,000,000 for each person and \$2,000,000 for each accident or occurrence, and Property Damage Liability limits of not less than \$1,000,000 for each accident or occurrence insuring the City of Oakland, its officers, agents and employees as additional insured thereunder for claims which may arise from the operations of the contractor or a subcontractor in the performance of the work herein provided for.
- B. Each of said policies of insurance shall contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled, nor the amount of the coverage thereof reduced until 10 days after receipt by the Director of Oakland Public Works of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter."

- C. Further, the Applicants hereby agree to defend (including the payment of attorneys' fees), fully indemnify and hold harmless the City, its officers, agents and employees, and each of them, from any and all actions, causes of actions, claims, and demands relating to, or because of, the execution and enforcement of the terms of this agreement.
- D. The Applicants and/or their contractor shall furnish the Director of Oakland Public Works a certificate of insurance for the aforesaid policies of insurance prior to commencement of work. Said General Liability Insurance shall remain in force until construction of the sewer main is complete and accepted by the City.

Section 5. Warranty

- A. The Applicants shall obtain a warranty from their contractor which shall guarantee the work for a period of (1) year after completion and acceptance of the work by the City Engineer. Such guarantee shall be in writing and shall be assigned to, and fully enforceable by, the City.
- B. When the above-referenced one-year (1) warranty has expired, Applicants shall assume responsibility for the ongoing maintenance and operations of the sewer extension on private property.

Section 6. Term of the Agreement

- A. This Agreement shall become null and void twenty (20) years from the date of this Agreement and no further reimbursements shall be made thereafter unless such reimbursements were received by the City but not disbursed prior to expiration of the agreement.

Section 7. Recordation and Filing

- A. This Agreement and attached plat shall be recorded by the City in the Office of the County Recorder, Alameda County, California.
- B. This Agreement, plat, completion and acceptance, statement of costs, the distribution of cost and the notice of assessment on the properties benefited shall be on file in the office of the City Engineer.

Section 8. No Third-Party Beneficiaries

A. This agreement creates rights and duties only between the Applicants and the City, and no other party, or third party, is intended to have or to be deemed to have any rights under the Agreement as an intended third-party beneficiary.

IN WITNESS WHEREOF, Applicants and City have caused this Agreement to be executed by their respective officers, duly authorized all as of the day and year first above written.

Applicants:

City of Oakland

By: _____
Name:

By: _____
Name:

Office of the City Administrator

By: _____
Name:

Approved as to form and legality

By: _____
Name:

By: _____
Name:

City Attorney

By: _____
Name:

Oakland Public Works Director

Attest

By: _____
Name:

City Clerk

Authorized by
Resolution No. _____ C.M.S.

Exhibit A
Assessment Map No. _____

EXHIBIT B

PRIVATE SEWER MAINTENANCE AGREEMENT



2019071196

04/18/2019 02:36 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 122.00



12 PGS

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Jamie Besaw
13331 Skyline Blvd.
Oakland, CA 94619

WHEN RECORDED MAIL TO:

Jamie Besaw
13331 Skyline Blvd.
Oakland, CA 94619

A15
12
100

THIS SPACE FOR RECORDER'S USE ONLY

PRIVATE SEWER MAINTENANCE AGREEMENT

An Agreement made this original date of April 18, 2019, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, the undersigned are owners of parcels shown in Exhibit A and are the owners or users of the private sewer main and the roadway property (Lexford Place) where the sewer is situated as described below; and

WHEREAS, the Lexford Place STEP Sewer is a private sewer main which provides for the collection and conveyance of sewage effluent from properties adjacent to Lexford Place in the City of Oakland, State of California, as shown in Exhibit B to the public sewer main located in Skyline Boulevard; and

WHEREAS, the parties desire to enter into an Agreement regarding the responsibilities and costs of maintenance and improvements to the Lexford Place STEP Sewer; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Sewage Conveyance. The Lexford Place roadway property shall be subject to a perpetual, nonexclusive easement for the installation and maintenance of a Private Sewer accessible to and shared by owners of parcels adjacent to the roadway. The purpose of the Private Sewer is solely for the joint and shared conveyance of septic tank effluent from the connecting parcels to the Oakland public sewer located in Skyline Boulevard street right-of-way adjacent to Lexford Place.

2. Sewer Association Agent. A Sewer Association Agent (Sewer Agent) shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. An Alternate shall also be elected to act in the place of the Sewer Agent in the event the Sewer Agent is absent or otherwise unable to perform his/her responsibilities. The Sewer Agent shall be responsible for overseeing the condition of the sewer and initiating maintenance activities, through a qualified maintenance provider, as needed to maintain acceptable operation. For the purposes of this Agreement, a qualified maintenance provider is an individual licensed either as a plumbing contractor (C-36) or sanitations systems contractor (C-42) in accordance with provisions of the California Business and Professions Code.

3. Sewer Maintenance. Sewer maintenance will be undertaken and made whenever necessary to maintain the sewer in good operating condition at all times and to insure the provision of safe and sanitary conveyance of sewage effluent from the connected properties to the public sewer main located in Skyline Boulevard. Sewer maintenance, as a minimum, will include such items as: (a) visual inspection along the sewer alignment for any unusual conditions such as settlement, erosion or seepage; (b) inspect valve boxes, exercise and service shut-off and air release valves; (c) access and observe the inflow from the Private Sewer to the public sewer receiving manhole (as feasible); (d) conduct pressure-flushing of sewer as needed and in coordination with City of Oakland Public Works Department, Sewer Services Division.

4. Sewer Improvements. Before authorizing expenditures for future sewer improvements, parcel owners will be notified by the Sewer Agent, and cost estimates will be provided. A majority vote of parcel owners is required for any sewer improvements and to accept the bid for any sewer improvement contract. If an even number of parcel owners participate in the vote on such improvements and/or acceptance of the bid and the vote results in a tie, the Sewer Agent (or the Alternate if the Agent is unavailable), shall have the authority to resolve the tie. If any parcel owner performs improvements, maintenance, repairs or replacements, other than those on their respective private parcel, without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary, as more particularly noted in Paragraph No. 11 below or otherwise, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. Cost Sharing. Sewer maintenance and improvement costs shall be shared equally among the parcel owners connected to and sharing access to the above described Private Sewer main.

6. Prepayment. Prepayment of maintenance and improvement costs will be made to the Private Sewer Maintenance account by each parcel owner. Annually, on or before a date as specified by the Sewer Agent, each parcel owner will contribute their share of the estimated annual cost for

sewer maintenance and improvements. The Sewer Agent shall send each parcel owner a two week notice of the annual payments due.

7. Definition of a Parcel. For purposes of this Agreement, a parcel is defined as a land entity having a residential dwelling with an Alameda County-approved septic tank and effluent pump (STEP) unit that is connected to the Lexford Place STEP Sewer for conveyance of sewage effluent to the City main. Each connected parcel is assessed and granted (1) vote regardless of the number of owners. If a connected parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement and will be entitled to one collective vote (i.e. each connected parcel represents one vote in the matters covered by this Agreement).

8. Future Parcels. Any additional parcels connecting to the Private Sewer will be bound by all terms and conditions of this Agreement and will be required to pay the following:

- a) a proportionate amount toward costs incurred for the approval and installation of the Private Sewer and associated downstream facilities located within the Skyline Boulevard public right-of-way in accordance with the terms of a City of Oakland Reimbursement Agreement for Sewer Extension.
- b) any costs required to effect the connection to the Private Sewer, including: installation of on-lot STEP facilities, private lateral, service connection box and fittings, tie-in to the Private Sewer main, and associated engineering and permitting costs for these items;
- c) the portion of the on-going maintenance and improvement costs of the Private Sewer incurred after the parcel is connected, as determined using the formula contained in Paragraph No. 5 above.

If any additional parcels are connected after the original Private Sewer Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a connected parcel is being sold, the new owner of said parcel shall be deemed the owner of record.

9. Checking Account. The Sewer Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

10. City Inspection Findings. The Sewer Services Division of Oakland Public Works may, from time-to-time, conduct preventative maintenance inspection and review of the Private Sewer facilities, including such items as valves, service connections, and flush ports. The Sewer Agent will be notified by the City at least two days prior to the conduct of such inspections and will be provided with the results by the City after the inspections. If such inspections reveal the need for improvements to the Private Sewer, the connected parcel owners will be required to make the improvements. If the improvements are not made within 60 days from notification (or within a time frame otherwise agreed to by the City) the City will make the improvements and bill the

work to the property owners. The cost will include both the City's expenses for staff time and the contractor's expenses for the actual sewer improvements. The costs must be fully paid within 60 days from the date of the invoice (or within a time frame otherwise agreed to by the City). If the costs are not paid by this time, the City will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners connected to the Private Sewer.

11. Emergency Repairs. If the City of Oakland is made aware of emergency safety conditions pertaining to the Lexford Place STEP Sewer, the City will attempt to reach the Sewer Agent (or the Alternate if the Agent is unavailable) and request that the necessary repairs be completed immediately. However, if the City is not able to reach the Sewer Agent, the City has the authority to make emergency repairs as needed without further notification of the residents served by the private sewer. In such cases, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City will be as described in Paragraph No. 10 above.

12. Effective Term. This Agreement shall be perpetual and shall encumber and run with the land as long as the sewer main remains private.

13. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

14. Amendment. This Agreement may be amended by a two-thirds majority vote of all parcel owners.

15. Enforcement. This Agreement may be enforced by a majority of parcel owners (or if a tie vote, resolved per Paragraph No. 4 above). If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

16. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the parcel owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share equally the cost of any arbitration.

17. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

18. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

19. Other Agreements. This Private Sewer Maintenance Agreement replaces all previous Private Sewer Maintenance Agreements regarding the described Lexford Place STEP Sewer.

20. City Guidelines and Standards. The Lexford Place STEP Sewer shall be constructed and maintained in accordance with applicable requirements contained in the City of Oakland STEP and STEG Guidelines and Force Main Standard (November 28, 2018).

21. Disclaimer by City of Oakland. It is understood and agreed that the City of Oakland shall not be liable or responsible in any manner to the property owners served by the shared Lexford Place STEP Sewer, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

22. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the office of the City Clerk for the City of Oakland.

Signed,	Property Address	Date	
<u>Jamie Besaw</u>	<u>13331 Skyline Blvd</u>	<u>4/18/19</u>	PLEASE SEE ATTACHED NOTARY CERTIFICATE
<u>Jamie Sean Besaw</u>	<u>Oakland CA 94619</u>		
<u>Jaylene Monte</u>	<u>24 Lexford Place</u>	<u>4/18/19</u>	PLEASE SEE ATTACHED NOTARY CERTIFICATE
<u>Suzanne Elizabeth Monte</u>	<u>Oakland, CA 94619</u>		
<u>[Signature]</u>	<u>1 Lexford place</u>	<u>4/18/19</u>	PLEASE SEE ATTACHED NOTARY CERTIFICATE
<u>Vicente Ceron Godinez</u>	<u>Oakland CA 94600</u>		
	<u>V-c 94619</u>		

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)
County of ALAMEDA)

On 04-18-2019, before me, MANDEEP KAUR, a Notary Public, personally appeared JAMIE SEAN BESAW, 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 Mandeep Kaur

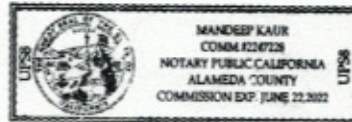
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On 04-18-2019, before me, MANDEEP KAUR, a Notary Public, personally appeared SUZANNE EUZABETH MOUNTS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) she 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 Mandeep Kaur

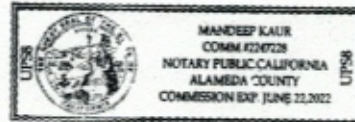
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On 04-18-2019, before me, MANDEEP KAUR, a Notary Public, personally appeared VICENTE CERON GODINEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 Mandeep Kaur

EXHIBIT A

Parcel Owner Assessor's Parcel Numbers

1. 040-A346-700-500 (13331 Skyline Blvd.)
2. 040-A346-700-401 (24 Lexford Place)
3. 040-A346-700-600 (43 Lexford Place)
4. 040-A346-700-903 (1 Lexford Place)

EXHIBIT B

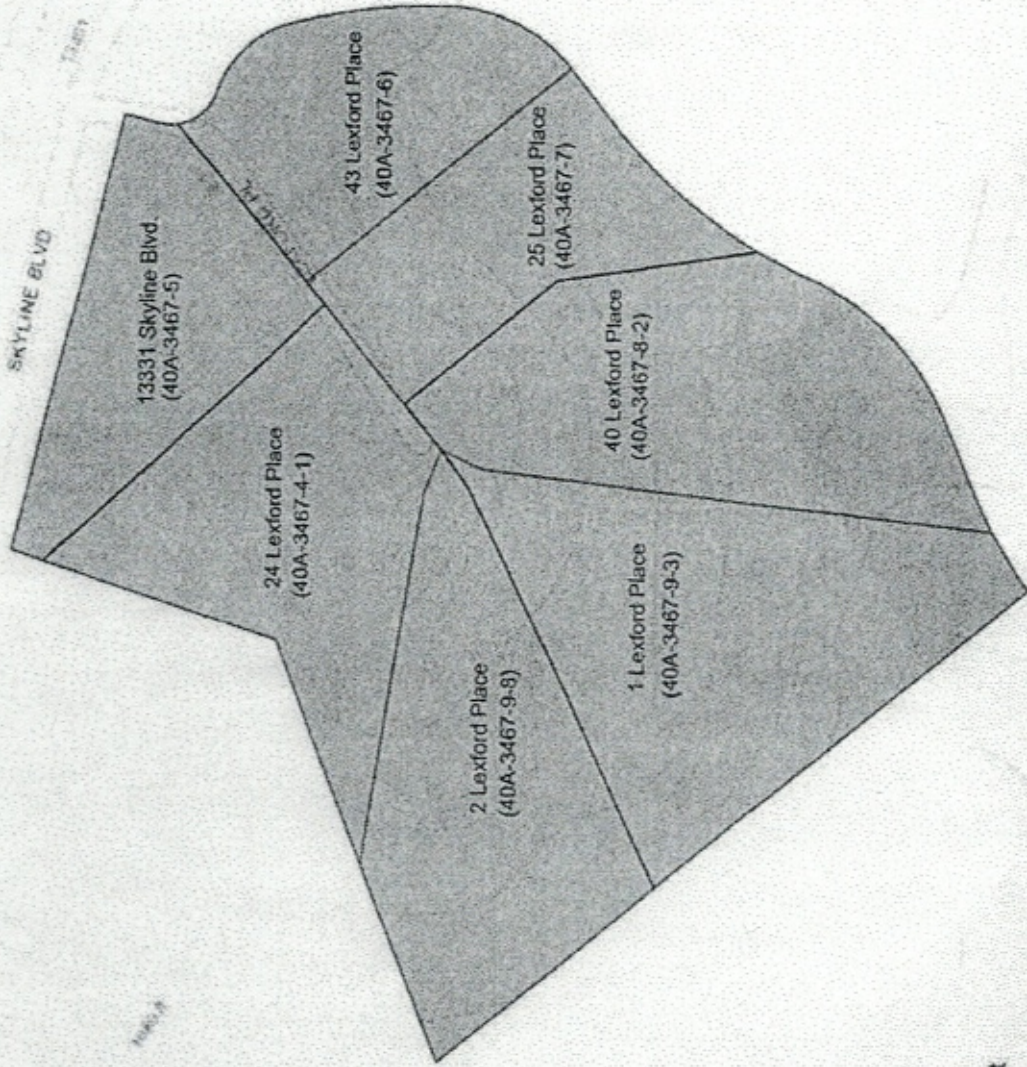
Diagram of Lexford Place STEP Sewer

[Attached]

Legend

■ 7 Connections

ADDRESS	APN
1 Lexford Place	(40A-3467-9-3)
2 Lexford Place	(40A-3467-9-8)
24 Lexford Place	(40A-3467-4-1)
25 Lexford Place	(40A-3467-7)
40 Lexford Place	(40A-3467-8-2)
43 Lexford Place	(40A-3467-6)
13331 Skyline Blvd.	(40A-3467-5)



150 75 0 150 Feet

DATE:	4/18/2019
PROJECT:	LEXFORD STEP
PROJECT NO.:	1600021
DRAWN:	TC
APPROVED:	NH



EXHIBIT B

ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, read as follows:

NAME OF NOTARY PUBLIC: Mandeep Kaur

COMMISSION NUMBER: 2247228

NOTARY PUBLIC STATE: CA

COUNTY: Alameda

MY COMM EXPIRES: June 22, 2022
(DATE)

SIGNATURE OF DECLARANT: Jamie Besaw

PRINT NAME OF DECLARANT: Jamie Besaw

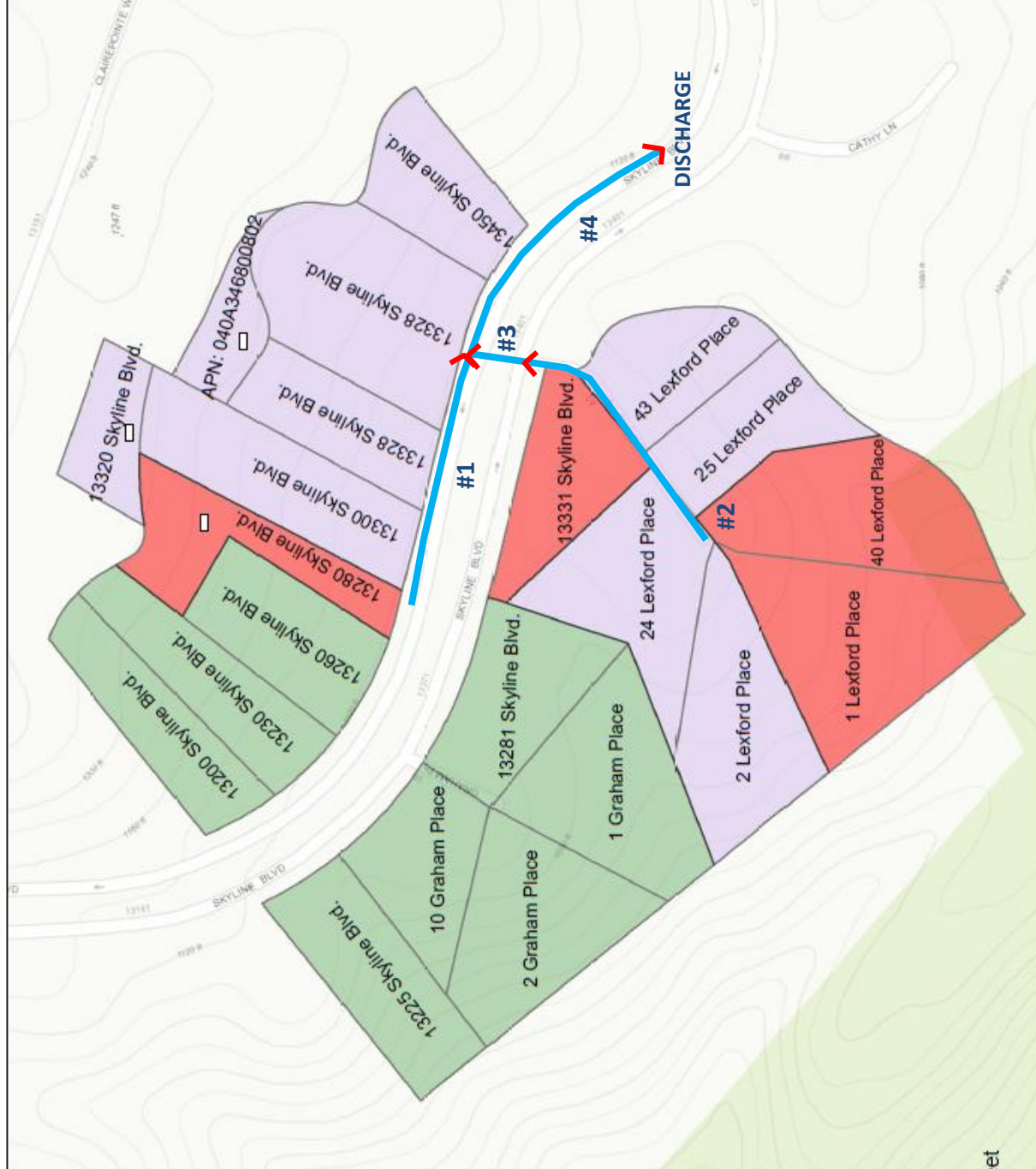
CITY & STATE OF EXECUTION: Oakland CA

DATE SIGNED: 4/18/19

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

EXHIBIT C

Benefited Parcels



Legend

- Initial 4 Connections (4 total)
 - 13280 Skyline Blvd.; (040A346800403)
 - 13331 Skyline Blvd.; (040A346700500)
 - 40 Lexford Place; (040A346700802)
 - 1 Lexford Place; (040A346700903)
- Additional 10 Connections (14 total)
 - 13300 Skyline Blvd.; (040A346800500)
 - 13320 Skyline Blvd.; (040A346800810)
 - 13328 Skyline Blvd.; (040A346800600)
 - 13328 Skyline Blvd.; (040A346800601)
 - 13450 Skyline Blvd.; (040A346801504)
 - 2 Lexford Place; (040A346700908)
 - 24 Lexford Place; (040A346700401)
 - 25 Lexford Place; (040A346700700)
 - 43 Lexford Place; (040A346700600)
 - (040A346800802)
- Additional 8 Connections (22 total)
 - 13200 Skyline Blvd.; (040A346800100)
 - 13225 Skyline Blvd.; (040A346700100)
 - 13230 Skyline Blvd.; (040A346800200)
 - 13260 Skyline Blvd.; (040A346800303)
 - 13281 Skyline Blvd.; (040A346700300)
 - 1 Graham Place; (040A346701000)
 - 2 Graham Place; (040A346701100)
 - 10 Graham Place; (040A346700200)
- Approx. STEG tank location (3 total)



DATE:	7/5/2018
PROJECT:	LEXFORD STEP
PROJECT NO.:	1600021
DRAWN:	DD
APPROVED:	NH



PARCEL CONNECTIONS
PUMP ZONING - 4 CONNECTIONS

FIGURE 1