

RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT BETWEEN
ROBERTS LANDING INC. dba
CITATION HOMES CENTRAL
A CALIFORNIA CORPORATION,
SANTA CLARA LAND TITLE COMPANY, AND
THE CITY OF SAN LEANDRO
RELATED TO GDP CONDITION XIV
AND FINANCING FOR PUBLIC IMPROVEMENTS
DEDICATED TO THE CITY

Recitals

An Agreement between the City of San Leandro, ROBERTS LANDING, INC. dba
CITATION HOMES CENTRAL A CALIFORNIA CORPORATION, AND SANTA CLARA LAND
TITLE COMPANY, a copy of which is attached hereto, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the approval of said document.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as
follows:

That said agreement is hereby approved and execution thereof by the City Manager is
hereby authorized.

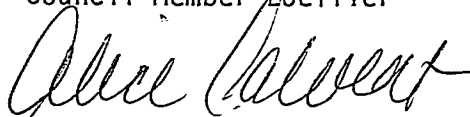
Introduced by Council Member Perry and passed and adopted this 15th day of
April, 1996, by the following called vote:

Members of the Council:

AYES: Council Members Galvan, Kerr, Myers, Perry, Polvorosa;
Mayor Corbett (6)

NOES: None (0)

ABSENT: Council Member Koeffler (1)

Attest: 
ALICE CALVERT, City Clerk

**AGREEMENT AMONG
ROBERT'S LANDING, INC. dba
CITATION HOMES CENTRAL
A CALIFORNIA CORPORATION,
SANTA CLARA LAND TITLE COMPANY, AND
THE CITY OF SAN LEANDRO
RELATED TO GDP CONDITION XIV
AND FINANCING FOR PUBLIC IMPROVEMENTS
DEDICATED TO THE CITY**

RECITALS

This is an agreement among Robert's Landing, Inc., dba Citation Homes Central, a California corporation, Santa Clara Land Title Company, and the City of San Leandro and is dated this 15th day of April, 1996.

1. WHEREAS, Roberts Landing Incorporated, dba Citation Homes Central and Santa Clara Land Title Company (hereinafter "Citation") received approval from the City of San Leandro (hereinafter "City") for a General Development Plan (hereinafter "GDP") in April, 1992;

2. WHEREAS, GDP condition of approval XIV titled "Financial" anticipated the formation of an assessment district to construct, install, purchase and maintain various public improvements which specially benefit Citation's property;

3. WHEREAS, pursuant to GDP condition of approval XIV, Citation agreed to participate in all proceedings necessary to form said assessment district;

4. WHEREAS, GDP condition of approval XIV identified certain public improvements for inclusion in the assessment district including, but are not limited to:

a. Design, construction and maintenance of Water Circulation and Drainage improvements as depicted in that certain document entitled "Water Circulation and Drainage Plan" dated July 19, 1991, and prepared by ESA subject to regulatory agency amendments;

- b. Design, construction and maintenance of the Shoreline Trail and trail extension through open space lands adjacent to and serving Citation's property;
- c. Design, construction and maintenance of existing and newly-constructed shoreline levies, outfalls, tidegates, pumps, maintenance roads, bank protection, drainage facilities, and wetland habitat;
- d. Design, construction, reconstruction and maintenance of levies separating Citation's property from the City's 100-acre dredged disposal area, and any remedial actions or improvements associated therewith;
- e. Design, construction, and maintenance of levees, weirs, dikes, outfalls, drainage facilities, pumps, flapgates, tide gates and other improvements necessary to implement that certain plan entitled WESCO Mitigation Plan dated January, 1992 [currently identified as the "RMI Mitigation and Monitoring Plan dated May 1995" for the Citation marsh];
- f. Any other public improvements customarily financed and maintained through special assessment proceedings, including but not limited to, streets, sidewalks, public rights of way, sewers, waterlines, soundwalls, traffic signals, signage, streetlights, drains, stormwater facilities, parks, landscaping, and lift stations.

5. WHEREAS, GDP condition XIV further provides that the development project will be assessed an annual maintenance assessment not exceeding One Hundred Thousand Dollars (\$100,000) to offset the cost of maintenance for items (a) through (d) of recital 4;

6. WHEREAS, Citation proposes to fulfill GDP Condition No. II(H), which requires Citation to dedicate to the City or a public agency specified by the City its Roberts Landing property zoned open space as shown on Map I (143.45 acres), following issuance of a fill permit from the Army Corps of Engineers and implementation of the RMI Mitigation and Monitoring Plan;

7. Whereas Citation desires to retain full financial responsibility for complete implementation of the RMI Mitigation and Monitoring Plan until such time as Army Corps of Engineers and any other applicable governmental regulatory agency has determined that the improvements are complete and that management, monitoring and maintenance is no longer necessary to establish compliance with the

applicable regulatory agency conditions including, but not limited to those provided by the Army Corps of Engineers;

8. Whereas Citation further proposes to dedicate to the City as prospective public improvements those areas delineated on Maps 2 and 3 attached hereto and incorporated herein by reference, specifically including: (1) the sidewalks, landscaping and sound walls associated with the Lewelling Boulevard extension westerly of Wicks Boulevard through the round-a-bout Westerly of the Southern Pacific Railroad tracks and (2) portions of the buffer areas including the "Interpretive Center";

9. Whereas Citation has or will dedicate certain improvements to the Alameda County Flood Control District including the lift station, pond and on-site roads located in southeast corner of Roberts Landing Phase IA and the stormwater detention pond located in Roberts Landing Phase IB, both more particularly shown on Map 2 attached hereto and incorporated herein by reference;

10. Whereas Citation and the City acknowledge that these dedicated public improvements will specially benefit the Roberts Landing Development and that maintenance of these improvements will result in costs incurred by the City either directly or through agreements with other governmental agencies which will be reimbursed to the City through the assessment district identified herein;

11. Whereas the City and Citation agree that all other common improvements shown on Maps 2 and 3 attached hereto are to be maintained by the Homeowners Association. These improvements included, but are not limited to:

A. The landscaped area, soundwall and decorative fencing fronting Anchorage Drive near the lift station in Phase IA;

B. Maintenance of the Southeast Emergency Vehicle Access in Phase IA;

C. Landscaped area fronting the street near the Stormwater Pond in Phase IB;

D. The small entryway parcels at the end of the cul-de-sacs, as well as the fencing along the real property lines adjoining the buffer area, and the drainage system in the buffer area;

E. The park area north of Phase IIB between the rear property fence

and the trail;

F. The two paseos in Phases IIA and III;

G. The parks within Phases IA and III;

H. The ten-foot landscaped buffer area east of Phase III between the Southern Pacific railroad tracks and the soundwalls;

I. The soundwalls north of Lewelling, adjacent to Phase III; north of Lewelling adjacent to the Mission Bay Mobilehome Park; south of Lewelling, adjacent to Phase IIA and IA and south of Lewelling adjacent to the Sandev Mobile home Park;

J. The trail/sidewalk along Bay Front Drive;

K. The monuments in the public right-of-way along Lewelling Boulevard.

12. Whereas the City and Citation desire to form a maintenance assessment district to fund the costs of maintaining the prospective public improvements to be dedicated to the City and other governmental agencies,

AGREEMENT

NOW, THEREFORE, the parties hereby agrees as follows:

1. Citation and the City hereby agree to form a maintenance assessment district to fund the City's full cost of maintaining the prospective public improvements identified herein to be dedicated to the City of San Leandro, specifically including: (1) the sidewalks, landscaping and sound walls associated with the Lewelling Boulevard extension westerly of Wicks Boulevard through the roundabout westerly of the Southern Pacific railroad tracks; (2) portions of the buffer areas including the Interpretive Center; (3) the \$100,000 annual maintenance obligation for the items set forth in Recital No. 4, subsections A through D, and all costs to the City for maintenance, monitoring and management of the 143.45 acre Citation marsh (shown on Map 1) to be dedicated to the City.

2. Citation agrees that until such time as the Army Corps of Engineers or any other applicable governmental regulatory agency releases Citation from any further monitoring requirements associated with implementation of the Robert's Landing Mitigation and Monitoring Plan for the Citation marsh, Citation will assume all responsibilities, take any and all necessary actions, and pay all costs for remediation or work of any kind necessary to bring the Citation marsh into compliance with the RMI Mitigation and Monitoring Plan wherein such compliance shall be determined by the Army Corps of Engineers or any other applicable governmental regulatory agency.


3. Citation, as owner of all property subject to assessment at the time of formation of the assessment district, hereby petitions the City to form the maintenance assessment district described herein.

4. Citation further agrees that it shall place into its condition, covenants and restrictions for Phases IA, IB, IIA, IIB and III, a restriction prohibiting the homeowners from protesting reasonable assessment levied by the City to fund the monitoring, maintenance and managements costs associated with the public improvements to be dedicated to the City.

5. Citation also agrees to place into the conditions, covenants and restrictions for Phases IA, IB, IIA, IIB, and III a condition which provides that in the event that subsequent legislative changes limit the City's authority to impose assessments for the maintenance, management, and monitoring of the public improvements identified herein, the City will have authority to impose a lien upon all property within Phases IA, IB, IIA, IIB and III of the Robert's Landing Development for the purpose of collecting the costs associated with maintenance, management and monitoring of the public improvements to be dedicated to the City.

6. This Agreement shall be interpreted pursuant to the laws of the State of California.


Property Owner



Stephen C. Schott, President
Citation/Homes Central


4-11-96

Date



Wayne Miyahara, as Asst. Vice-President for
Santa Clara Land Title Company Date
a California corporation, with the authority to sign for said
corporation

City

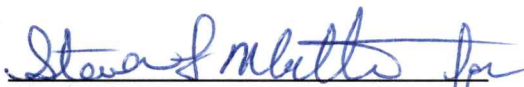


Mike Oliver, City Manager
City of San Leandro

4.17.96

Date

APPROVED AS TO FORM:



Steven R. Meyers, City Attorney
City of San Leandro

J:\WPD\CSL\136\AGREE\CITOPAGT.107

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

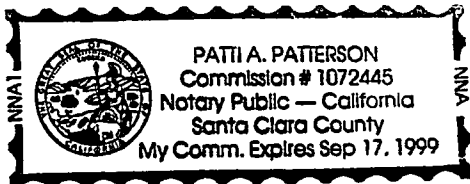
State of California

County of Santa Clara

On April 11, 1996 before me, Patti A. Patterson, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Stephen C. Schott _____,
Name(s) of Signer(s)

personally known 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.



WITNESS my hand and official seal.

Patti A. Patterson
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

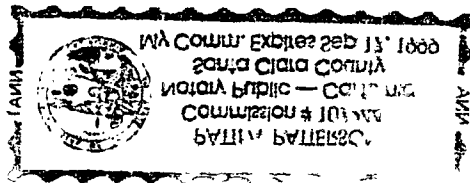
Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:



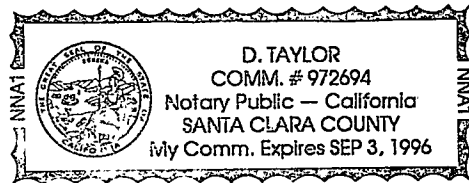
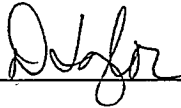
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California
County of Santa Clara

On 4-12-96 before me, D. Taylor, notary public, personally appeared Wayne T. Miyahara, Asst. Vice President personally known to me (or 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.

WITNESS my hand and official seal.

Signature



(Seal)

STATE OF CALIFORNIA

Title or type of Document Agreement
Number of Pages 6 Date of Document April 15 1996
Signer(s) Other than named below Stephen C Schott
Wayne Miyahara

County of Alameda

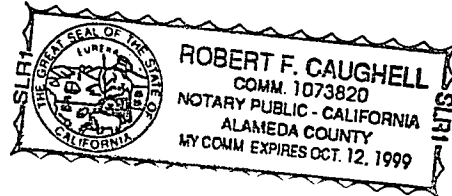
On April 17th 1996 before me Robert F. Caughell, Notary Public personally appeared
Mike Oliver

personally known to me (or 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~~ ^{that} he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized
capacity(ies), and that by this/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robert F. Caughell
Notary Public in and for said County and State

(Seal)



**FOR A COPY OF THE 3 MAPS RE.
ROBERTS LANDING RESOLUTION NO. 96-56:**

**SEE CITY CLERK'S OFFICE COPY OF RESOLUTION NO. 96-56
(IN THE BOUND BOOKS OR FILE #2690)**

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 96 - 57

(1934)

RESOLUTION APPROVING

CONTRACTUAL SERVICES AGREEMENT WITH

SAN LEANDRO RECYCLING, INC.

An agreement between the City of San Leandro and San Leandro Recycling, Inc. a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:


That said agreement is hereby approved and execution thereof is hereby authorized.

Introduced by Council Member Myers and passed and adopted this 15th day of April, 1996, by the following called vote:

Members of the Council:

Ayes:	Council Members Galvan, Myers, Perry, Polvorosa	(4)
Noes:	Mayor Corbett	(1)
Absent:	Council Member Loeffler	(1)
ABSTAINED:	Council Member Kerr	(1)

Attest:



Alice Calvert, City Clerk

**AGREEMENT BETWEEN THE CITY OF SAN LEANDRO
AND SAN LEANDRO RECYCLING, INC.,
FOR IMPLEMENTATION OF THE CURBSIDE RECYCLING PROGRAM**

THIS AGREEMENT is made and entered into this 15th day of April, 1996, by and between the City of San Leandro, a municipal corporation (hereafter "City"), and San Leandro Recycling Company, Inc., a California Corporation (hereafter "Contractor").

RECITALS

WHEREAS, City is responsible for insuring the long-term solid waste disposal needs of its residents in an area where landfill capacity has become a diminishing resource; and

WHEREAS, City has determined that it is in the best interests of City and its residents that a residential curbside recycling program be established and operated to allow residents to recycle materials which would otherwise be collected and disposed of as garbage; and

WHEREAS, City and Contractor desire to place in operation a residential Recycling Program within the designated service area of City in accordance with this Agreement; and

WHEREAS, Contractor represents that it has the experience and expertise necessary to commence said program and further represents that it has the skill and expertise necessary to perform the Curbside Recycling Program in the City of San Leandro;

WHEREAS, Contractor has provided satisfactory service under the terms of a prior agreement dated October 3, 1994;

NOW, THEREFORE, City and Contractor do hereby agree as follows:

SECTION 1. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 1996, to June 30, 2006, inclusive, subject to the provisions of Sections 7, 13, and 14 hereof. This Agreement may be renewed by mutual agreement of the parties for an additional term of two (2) years.

A. Definitions

1. Designated Service Area: Boundaries for the program shall coincide with the boundaries of the City municipal refuse service area.
2. Recyclable Materials: For the purpose of this Agreement, Recyclable materials means and includes:

Newspapers
Glass bottles and jars
Metal cans (aluminum, bi-metal, steel and tin)
Plastic bottles (HDPE-High Density Polyethylene and
PET-Polyethylene Terephthalate)
Corrugated cardboard
Mixed paper (including junk mail, magazines, phone books, office paper,
and paperboard)
#3 plastic bottles, Polyvinyl Chloride (PVC)
#4 plastic bottles, Low Density Polyethylene (LDPE)
#5 plastic bottles, Polypropylene (PP)
#6 plastic bottles, Polystyrene (PS)
#7 plastic bottles, other
Used motor oil
Scrap metal
Aluminum foil and pans, etc.

3. Yard Clippings: For the purposes of this agreement, yard clippings means and includes leaves, grass clippings, trimmings and other clean plant material as well as untreated and uncoated wood. Trunks shall be limited to six (6) inches in diameter and four (4) feet in length. Dirt shall not be collected as yard waste.

B. Curbside Recycling and Collection of Yard Clippings

Contractor shall perform curbside recycling and yard clippings collection services within the Designated Service Area within the City of San Leandro.

1. Collection of Recyclables from Single Family Dwellings

Contractor shall collect and remove all properly segregated recyclable materials which are placed at the curb. A set of three 14 gallon containers shall be

provided to each household by the Contractor. Newspapers are to be placed in one bin, mixed paper in a second bin and containers (cans, glass, plastics) in a third bin. Cardboard shall be flattened and bundled and placed next to the bins. Overflow materials shall be placed in paper bags or cardboard boxes next to the bins. Waste oil shall be placed in one gallon containers provided by contractor.

2. Collection of Yard Clippings from Single Family Dwellings

Contractor shall collect and remove all properly segregated yard clippings from single-family residences. Contractor shall provide a wheeled 96 gallon container to residents upon request, otherwise residents are to provide their own rigid containers for yard clippings and apply a "yard clippings only" sticker to the container. The stickers shall be provided by the Contractor. Residents may also bundle yard clippings and place them at the curb. Bundles should not weigh more than fifty (50) pounds each or exceed four (4) feet in length. Plastic bags are not acceptable containers.

3. Collection of Recyclables from Multiple Family Dwellings

Contractor shall collect and remove all properly segregated recyclables from multiple family dwellings. Multiple family dwellings may include apartments, condominiums, town houses, and mobile home parks. Multiple family dwellings which receive garbage service through City garbage bins will receive wheeled carts. Contractor shall provide a set of three wheeled carts for each 10-20 dwelling units in the facility, or the number requested by the authorized representative of the multiple family dwelling. Newspapers are to be placed in one cart, mixed paper in one cart, and cans, glass bottles, and plastics in another cart. Flattened cardboard shall be placed alongside the bins. Upon request by the authorized representative of the multiple family dwellings, a fourth cart may be provided for cardboard.

Multiple family dwellings which receive garbage service through City can service will receive a set of three individual 14 gallon containers per unit and the same type of service as single family dwellings.

Upon request by the authorized representative, a multiple family dwelling may receive individual container service or cart service regardless of the type of garbage service provided.

4. Collection of Yard Clippings from Multiple Family Dwellings

Contractor shall collect and remove all properly segregated yard clippings from multiple-family dwellings. Contractor shall provide a container for multiple family facilities upon request from the authorized representative of the multiple family dwelling. It shall be the authorized representative's responsibility to arrange for the placement of the container with Contractor. Alternately, yard clippings may be bundled or wrapped in tarpaulins or burlap, with quick release ties, for pick-up.

5. Hazardous Materials

In no event will the Contractor be required to pick up hazardous materials as defined by State and/or Federal law.

6. Time of Collection

Contractor shall collect the materials placed at the curbside for collection once a week, regardless of weather conditions. Materials collected will alternate each week; yard clippings one week, and recyclable materials the following week. Collection shall be on the same day of the week as garbage collection service for single family residences. Collection shall begin no earlier than the starting time for residential garbage collection.

7. Backyard Service

Backyard service will be provided for frail or disabled individuals who submit to the Contractor a properly completed form. The form shall be approved by the City and will be provided to the resident by the Contractor.

8. Purchase of Containers and Stickers

Contractor shall purchase and deliver, at Contractor's sole cost and expense, an appropriate number and type of recycling containers for each single family and multi-family residence in the designated service area. City and Contractor shall agree upon specifications. Contractor shall provide "Yard Clippings Only" stickers to customers who provide their own yard waste containers. City and Contractor recognize and agree that under the terms of their prior agreement, the City purchased all recycling containers, bins and carts. The parties intend that Contractor shall now have the sole and exclusive

responsibility to provide, maintain and replace any and all containers, bins and carts for recycled materials. Contractor shall purchase the entire stock of City's containers, bins and carts for the amount of \$169,600. Contractor shall pay the City in three equal annual installments commencing July 1, 1996. City shall execute a bill of sale and Contractor shall execute a promissory note for the unpaid balance. City shall transfer all warranties to the extent they are transferrable. City makes no warranties, express or implied as to the suitability or merchantability of such containers, carts or bins.

9. Distribution of Containers and Stickers

Recycling containers and "Yard Clippings Only" stickers will be distributed to all residents by the Contractor as necessary.

10. Replacement Containers

Contractor shall replace lost, damaged or stolen containers .

11. Transportation of Materials

Contractor shall transport the collected materials to processing sites for recycling and or reuse and shall retain responsibility for the sale of such materials in a timely manner.

12. Labor and Costs

Contractor shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment, in compliance with all applicable state and local health and safety codes and requirements, required to perform curbside collection, and all other obligations specified pursuant to this Agreement.

13. Missed Pick-ups

In case of a missed pick-up called in by a resident to the Contractor, Contractor shall collect the materials from such resident within twenty-four (24) hours or the next working day.

14. Handling of Containers

All containers, after emptying, shall be returned and either nested or placed adjacent to one another, not thrown, to the premises from which removed, within five (5) feet of the place the container was picked up, but not in any driveway or street.

In the event that the contents of any container are not collected by Contractor because the contents of the container are improperly segregated, or contain non-recyclable materials (those materials not listed in Section 2A) Contractor shall secure a written notice on said container stating the reason for non-collection. It shall be resident's responsibility to properly segregate the materials, or to remove and properly dispose of the non-recyclable items.

15. Customer Service

Contractor shall provide and maintain, at Contractor's expense, local telephone service so that residents' calls may be received between the hours of 8:00 a.m and 4:30 p.m., on all regular collection days that the City offices are open. Contractor shall respond with courtesy to all calls and act with promptness upon all reasonable requests and instructions pertaining to the collection of recyclable materials and yard clippings. Contractor shall promptly respond to all complaints or service inquiries referred by City to Contractor for resolution. Contractor shall respond within a reasonable time period to City describing the actions taken by Contractor to resolve the situation and prevent reoccurrences.

C. Public Awareness Program

Contractor shall produce and distribute quarterly newsletters providing updates on the program. At a minimum, Contractor shall comply with the guidelines provided in Exhibit A, attached hereto and incorporated herein by reference.

D. Local Manager

Contractor shall at all times during the term of this Agreement have a local manager charged with the responsibility for supervision of the operations of Contractor and shall at all times during the term of this Agreement maintain telephone service in the service area and a local office within 10 miles of the service area.

E. Reports

Contractor shall provide City with written reports of Contractor's performance on a quarterly basis. Information included in these reports shall comply with the specifications in Exhibit B, attached hereto and incorporated herein by reference.

F. Sale of Recyclable Materials

Contractor shall sell all recyclable materials collected from the designated service area by Contractor pursuant to this Agreement at fair market value. Revenue obtained from such sales shall be retained by Contractor.

G. Contractor's Equipment

Contractor undertakes and agrees to carry out and perform the obligations of this Agreement in a safe and sanitary manner; that all recyclable materials collected by Contractor shall be conveyed in modern equipment, so constructed and so loaded that there will not be any leakage or dispersal from said equipment or loss of any materials therefrom.

All receptacles, trucks or other vehicles, as well as all utensils and hand tools used by Contractor in the collection of recyclable materials shall be of a type capable of handling said recyclable materials according to the requirements of this Agreement, and shall be kept clean and in good state of repair.

Collection vehicles shall be clearly identified with the Contractor's name, a current telephone number, and a vehicle identification number.

H. Debris/Spills

Contractor shall not litter premises in the process of making collections nor allow recyclables to blow or fall from any vehicles used for collections. Contractor shall promptly clean up all spills resulting from its operation.

I. Confirmation of Recycling

Contractor shall submit proof, satisfactory, to the City Manager, that ninety five percent (95%) of all clean recyclable materials collected are recycled. Should market conditions be such that certain materials cannot be recycled,

Contractor shall promptly notify the City Manager and request authority to dispose of such materials.

SECTION 3. SCHEDULE OF PERFORMANCE

Contractor shall perform those services set forth in Section 2 of this Agreement in accordance with the Schedule of Performance set forth in Exhibit C, entitled "Schedule of Performance," attached hereto and incorporated herein by this reference. In the event unforeseen circumstances arise which would cause a delay in performance, said Schedule of Performance may be modified accordingly by the mutual written agreement of City and Contractor. The City Manager is authorized to modify said Schedule of Performance on behalf of the City.

SECTION 4. COMPENSATION

A. Compensation for Services

1. Amount Per Household: In consideration of the services to be performed by Contractor pursuant to this Agreement, Contractor will receive \$5.10 per month (less franchise fees paid to the City) for each household receiving recycling and yard clipping collection services from Contractor.

2. Household Count: "Household count" refers to the number of households served. City shall provide to Contractor listings of residential dwelling unit addresses, including the number of units at multiple family facilities, within the Designated Service Area.

a. Changes to the "Household Count": Increases in the "household count" may include, but are not limited to, verified addresses in the Designated Service Area which are or should be receiving service but are not being billed by the County Assessor on property taxes or separately by City. Contractor shall provide those addresses that differ from the original listing of residential addresses to City for verification.

Decreases in the "household count" may include, but are not limited to, verified addresses which are found to be outside of the Designated Service Area and addresses which have been exempted from recycling service by the City.

Vacation stops of three months or more are permitted and shall result in a temporary decrease in the "household count."

3. Schedule of Payments: Contractor's compensation shall be paid on a monthly basis. Invoices for the prior month's service shall be submitted to the City by the 7th of the following month.
4. Amount of Payments: Monthly payment shall be based on the "amount per household" multiplied by the "household count." City shall adjust payment for any changes in the "household count" served. Such adjustments shall coincide with monthly payments.
5. Annual Adjustments: The rate provided herein may be adjusted annually on the anniversary date hereof by an amount not to exceed eighty percent (80%) of the Consumer Price Index (San Francisco, Oakland, San Jose, CPI, all urban/all items) as of January 1 of each calendar year. The initial CPI adjustment on July 1, 1997, shall be based upon a comparison between January 1, 1996, and December 31, 1996. Contractor shall notify the City Manager in May of each year of its intent to increase rates.

Additionally, City and Contractor agree to negotiate in good faith to adjust the rate based upon extraordinary changes in circumstances that materially increase Contractor's cost of providing service hereunder that are substantially beyond the control of Contractor.

B. Property of Contractor

Once Recyclable Materials have been placed out for collection, such Recyclable Materials shall become the property of Contractor, except that the resident, and only the resident, may take back such materials as resident desires until such Recyclable Materials have been collected by Contractor at which time they shall become the sole and exclusive property of Contractor.

C. Franchise Fee

Contractor shall pay the City a franchise fee equal to 10% of the gross revenue derived from each household account (Section 4.A.1.) City shall deduct the franchise payment from the amounts paid to Contractor under this Section 4.

SECTION 5. CITY'S RESPONSIBILITY

A. City Representative

City's representative for purpose of this Agreement shall be the City Manager or his/her designee.

B. Public Awareness Program

City shall participate in the Public Awareness program as provided in Exhibit A of this Agreement.

C. Protection of Materials

City agrees to take such steps as may be reasonably necessary to protect Contractor's ownership of all Recyclable Materials placed at the curbside for collection by Contractor under the terms of this Agreement.

SECTION 6. INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of the services and work performed hereunder and all persons performing the same so long as the services and work performed are in compliance with the terms of this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City.

SECTION 7. NON-ASSIGNMENT

Contractor shall not assign, transfer, convey, subcontract, or otherwise hypothecate this Agreement or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City. In the event Contractor attempts to assign, transfer, convey, subcontract or otherwise hypothecate this Agreement or Contractor's rights, duties or obligations hereunder or any part hereof without the prior written consent of City, City may, at its option, terminate this Agreement

immediately.

SECTION 8. PERMITS AND LICENSES

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required from Contractor to perform the work and services described herein.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

A. Compliance with Laws and Regulations

Contractor agrees that, in the performance of work and services under this Agreement, Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

B. Payment of Wages, Salaries, and Taxes

The Contractor shall exonerate, indemnify, and hold harmless the City from and against, and shall defend the City from and against claims for, and shall assume full responsibility for, payment of all wages or salaries and all federal, state and local taxes or contributions imposed or required under the Unemployment Insurance, Social Security, Income Tax, and Worker's Compensation laws, or any other laws with respect to the Contractor's employees engaged in the performance of Contractor's obligations hereunder.

SECTION 10. INSURANCE

Contractor shall obtain and maintain throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth in Exhibit D, entitled "Insurance," attached hereto and incorporated herein by this reference.

SECTION 11. CONFLICT OF INTEREST - DISCLOSURE

Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City. It is expressly agreed that, in the

performance of the services hereunder, Contractor shall at all times be deemed an independent contractor and not an agent or employee of City.

SECTION 12. INDEMNIFICATION AND HOLD HARMLESS

Contractor, for and on behalf of its agents, subcontractors, directors, officers, employees and representatives, agrees to indemnify and hold harmless and at the request of City, defend City, its officers, employees, agents and servants, from and against any and all loss, liability, claims, demands, actions or suits, of whatsoever character or kind, arising or resulting from, or in any way connected with, any work or services performed by Contractor or its agents, subcontractors, directors, officers, employees or representatives pursuant to this Agreement, or which results from their non-compliance with any laws respecting the collection, transportation, publicity or disposition of recyclables and yard waste.

SECTION 13. TERMINATION

A. Notice of Default

In the event Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, City shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice:

1. Contractor shall correct the default; or
2. In the case of a default not capable of being corrected within fifteen (15) days of City's notification thereof, Contractor shall submit a written plan of action within fifteen (15) days of the notice of default. Such plan of action shall establish a time frame acceptable to City within which Contractor shall carry out necessary action to correct the default.

B. Failure to Correct Default

If Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which City may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted Contractor hereunder are terminated, effective upon such date as City shall designate;
2. The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself; and
3. The right to rent or lease the equipment from Contractor for the purpose of collecting, transporting and processing recyclables which Contractor is obligated to collect, transport and process pursuant to this Agreement, for a period not to exceed one hundred twenty (120) days. Insurance and maintenance of equipment shall be City's responsibility. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instrument pursuant to which Contractor possesses such equipment, the right to possess the equipment. If City exercises its rights under this Subsection B, City shall pay the Contractor the reasonable rental value of the equipment so taken for the period of the City's possession thereof.
4. The right to sue for damages resulting from the termination of this Agreement, and pursue any other legal or equitable remedies provided by law.

SECTION 14. LABOR DISPUTES

A. City's Rights

In the event the curbside recycling services of Contractor required to be provided under this Agreement are interrupted by a labor dispute and scheduled collections are discontinued more than forty-eight (48) hours, City shall have, as one of its options, the right forthwith to take temporary possession of all facilities and equipment of Contractor for the purpose of continuing the service which Contractor has agreed to provide.

1. City shall have the right to retain possession of said facilities and equipment and to render the required service until Contractor can demonstrate to the satisfaction of the City Council that required services can be resumed by Contractor; provided, however this

Agreement shall not be continued by City for more than one hundred twenty (120) days from the date such operations were undertaken. Should Contractor fail to demonstrate to the satisfaction of the City Council that required services can be resumed by Contractor prior to the expiration of the aforementioned one hundred twenty (120) days, this Agreement may at the option of City, be terminated in the manner hereinafter provided, and the rights and privileges granted in this Agreement shall be canceled and annulled.

2. During any period in which City has temporarily assumed the obligations of Contractor under this Agreement, City shall be entitled to be reimbursed for all direct and indirect costs incurred by City by such assumption, from Contractor within thirty (30) days after City has billed Contractor therefor.
3. Employees of Contractor may be employed by City during any period in which City temporarily assumes the obligations of Contractor under this Agreement. Provided, however, the number of employees shall remain the same and the rate of compensation to be paid such employees shall be the rate or rates in effect at the time Contractor's service was interrupted by the labor dispute.

SECTION 15. INSOLVENCY OF CONTRACTOR-TERMINATION OF AGREEMENT

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Agreement by Contractor and shall, at the option of the City, terminate this Agreement.

SECTION 16. NOTICES

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To City: City Manager
City of San Leandro
635 E 14th Street
San Leandro, CA 94577

To Contractor: Gerard Wen, President
San Leandro Recycling, Inc.
2626 Nicholson Street
San Leandro, CA 94577-4271

or to such other address as the parties may designate in writing.

SECTION 17. WAIVER

A waiver or any breach of any provision of this Agreement shall not constitute or operate as a waiver or breach of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 18. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of California. City and Contractor agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

SECTION 19. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 20. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 21. ATTORNEYS' FEES

Either party to this Agreement may recover reasonable attorneys' fees from the other party if legal action is necessary to enforce the terms of this Agreement. Such fees

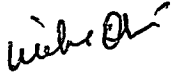
shall be collected by the prevailing party.

SECTION 22. EXECUTION

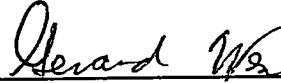
WITNESS THE EXECUTION HEREOF on the day and year first herein written above.

CITY OF SAN LEANDRO

SAN LEANDRO RECYCLING, INC.

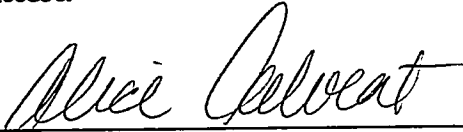


Michael Oliver
City Manager




Gerard Wen
President

Attest:



Alice Calvert, City Clerk

Approved as to form:



Steven R. Meyers, City Attorney

EXHIBIT A
PUBLIC AWARENESS PROGRAM

City and Contractor shall develop and implement a public awareness program which shall include, but is not limited to, the following:

City:

1. Presentation of the program in the City's recycling newsletter

Contractor:

1. Development and distribution of a quarterly newsletter updating residents on the program and reinforcing program instruction. The first issue of the newsletter shall be received by residents within 7 weeks of program initiation.
2. Development of a calendar showing alternating weekly service. The calendar shall be provided to City so that it may be included in the program introduction brochure. The calendar, or the relevant portions thereof, shall be included as part of the quarterly newsletter.

EXHIBIT B
REPORTING REQUIREMENTS

1. The Contractor shall provide to City a quarterly report of the status of the curbside recycling and yard clippings collection program.
2. For purposes of this report, "single family residence" shall refer to households who put their recyclables and yard clippings at the curb. "Multiple family residences" shall refer to households who are serviced by wheeled carts shared with other households.
3. The report shall include, but is not limited to, the following:
 - a. Total tonnage collected per month from the curbside recycling program.
 - b. Total tonnage collected per month from the yard clippings collection program.
 - c. Total tonnage collected from single family residences and multiple family residences per month from the curbside recycling program.
 - d. Total tonnage collected from single family residences and multiple family residences per month from the yard clippings collection program.
 - e. Tonnage by type of each recyclable material collected, as follows: mixed paper, newspaper, cardboard, metals, plastics #1 through 7, glass, scrap metal and waste oil.
 - f. Residential participation rates for single family households, as determined by number of set-outs per week.
 - g. A summary of noteworthy experiences.
 - h. A summary of the number and type of customer inquiries and complaint.

EXHIBIT C
SCHEDULE OF PERFORMANCE

Contractor shall begin collection of curbside recycling and yard clippings on July 1, 1996.

EXHIBIT D
INSURANCE

Contractor, at Contractor's sole cost and expense and for the full term of this Agreement or any renewal thereof, shall obtain and maintain insurance policies containing at least all of the following minimum insurance requirements prior to commencing any work or receiving any payments therefore under this Agreement.

- A. A Worker's Compensation and Employer's Liability policy written in accordance with the laws of the State of California, and providing coverage for any and all employees of Contractor. This policy shall include both Worker's Compensation and Employers' Liability in the amount of One Hundred Thousand Dollars (\$100,000.00) coverage.

- B. A Comprehensive General Liability policy utilizing Insurance Comprehensive General Liability and Insurance Service office Form Number GL0404, with a minimum limit of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:
 - 1. Premises Operations
 - 2. Owners and Contractor's Protective
 - 3. Blanket Contractual
 - 4. Completed Operations

- C. A Comprehensive Motor Vehicle policy with a minimum limit of not less than One Million Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage, providing at least all of the following coverages (without deductibles):
 - 1. Coverages shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.

 - 2. Any and all mobile equipment which is not covered under the above Comprehensive Business Motor Vehicle policy shall have said coverage provided for under the Comprehensive General liability policy.

- D. Endorsements. All of the following endorsements shall be made a part of each of the insurance policies specified above:

1. "The City, its employees, officials, officers, agents, volunteers and contractors are hereby added as additional insureds."
 2. "Ninety (90) days prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature." Such notice shall be sent to the City Manager.
 3. Endorsement #2 above (90 days notice) is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy.
 4. For the Excess Liability policy, a sufficient endorsement shall be an identification on the Certificate of Insurance that the policy is "following form." Copies of all of the endorsements listed above shall be attached to the Certificates of Insurance which shall be provided to City by Contractor's insurance carrier as evidence of the required coverages. Prior to commencing any collection operations pursuant to this Agreement, Contractor shall cause the Certificates of Insurance to be filed with the City Manager.
- E. Proof of Coverage. Prior to receipt of any payment for work or services performed under this Agreement, Contractor shall submit proof of coverage in the form of Certificates of Insurance, with copies of all required endorsements attached thereto, to the City Manager.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 96-58

(2448)

RESOLUTION APPROVING AGREEMENT TO TERMINATE LEASE,
ASSIGN RIGHTS AND QUITCLAIM
(Brass Putter Facility)

An agreement to terminate lease, assign rights and quitclaim between the City of San Leandro and Larry Vasquez, a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:


That said agreement is hereby approved and execution thereof is hereby authorized.

Introduced by Council Member Kerr and passed and adopted this 15th day of April, 1996 by the following called vote:

Members of the Council:

AYES:	Council Members Galvan, Kerr, Myers, Perry, Polvorosa; Mayor Corbett	(6)
NOES:	None	(0)
ABSENT:	Council Member Loeffler	(1)

Attest:



Alice Calvert, City Clerk

AGREEMENT TO TERMINATE LEASE,
ASSIGN RIGHTS, AND QUITCLAIM

THIS AGREEMENT ("Agreement") is between the City of San Leandro ("City") and Larry Vasquez ("Vasquez"), and is dated for the convenience of the parties this 1st day of April, 1996.

RECITALS

A. City and Vasquez are parties to a lease ("Lease") dated July 5, 1988, a copy of which is on file in the office of the City Clerk of the City, affecting a portion of the premises located at 13800 Neptune Drive, San Leandro, Alameda County, California (the "leased premises") substantially as described and labeled "RESTAURANT" in Exhibit A, which is attached hereto and incorporated herein by this reference. The leased premises also includes the two remote snack facilities, one on the Marina Golf Course and one on the Tony Lema Golf Course. The leased premises will be referred to herein as the "Brass Putter facility."

B. The City and Vasquez are now executing this Agreement to terminate and cancel the Lease and tenancy as of April 1, 1996 and to release each other from their respective obligations under the Lease.

NOW, THEREFORE, in exchange for consideration of the value which is mutually acknowledged, the parties agree as follows:

1. The Lease shall be, and is terminated and canceled, and the term of the Lease is brought to an end as of April 1, 1996 with the same force and effect as if the

duration of this Lease were by its terms fixed to expire on April 1, 1996, and not as is provided in the Lease nor any purported extensions thereto, subject to the terms and conditions set forth below.

2. City and Vasquez are released and discharged from their respective obligations to observe the terms and conditions of the Lease on their respective parts to be observed.

3. Concurrently with this Agreement, Larry Vasquez shall execute a personal services agreement to utilize the Brass Putter facility for restaurant and banquet uses from the date of this Agreement through June 30, 1996. Such personal services agreement shall not be assignable. Any extensions to such personal services agreement shall be at the sole and absolute discretion of the City. The lease termination payment made by the City includes consideration for use of the facility for the period of April 1, 1996 through June 30, 1996. Such personal services agreement shall include the following terms and conditions:

- A. Banquet deposits for bookings or events scheduled after June 30, 1996 will be made payable to the City;
- B. Larry Vasquez shall be responsible for normal maintenance of the Brass Putter facility;
- C. Larry Vasquez shall remain responsible for obtaining and keeping current liability and workers compensation insurance coverages;
- D. Larry Vasquez shall be responsible for meeting all obligations to

suppliers, employees, labor unions, and federal and state tax collection agencies;

E. The Brass Putter facility will be open for business during normal hours of operation (not less than 6:00 a.m. to 6:00 p.m. daily); and

F. The City shall be responsible for the payment of gas, electric, water and sewer bills.

4. The City accepts the Brass Putter facility in its current condition.

5. The City may make repairs and improvements to the facility as required, provided there is no undue impact on the continuous operation of the Brass Putter facility.

6. All fixtures, furniture, equipment and utensils are the property of the City.

7. The Brass Putter facility will be turned over to the City on June 30, 1996 in complete operating condition.

8. When the Brass Putter facility is turned over to the City, the City will pay Vasquez the book value of the food, beverage, and supplies inventory (estimated at \$1,500).

9. Upon execution of this Agreement, City shall pay to Vasquez within five (5) days One Hundred Thousand dollars (\$100,000).

10. The City shall pay \$70,000 in six equal monthly installments of \$11,667 each commencing July 1, 1996.

11. Vasquez shall execute the Quitclaim Deed contemporaneously with the execution of this Agreement.

12. All of the terms and conditions contained in this Agreement are binding

on and inure to the benefit of the parties, heirs, legal representatives, successors and assigns.

13. Vasquez warrants that there are no recorded or unrecorded liens, obligations, or other encumbrances against the property, the leasehold, or the business of the Brass Putter, and that none will be incurred from April 1, 1996 to June 30, 1996.

14. Vasquez shall indemnify the City against all liability or loss, and against all claims or actions, based on or arising out of any lien, obligation, or other encumbrance incurred by Vasquez on the property, leasehold, or business of the Brass Putter.

15. Vasquez, on behalf of himself, his heirs, legal representatives, successors and assigns, hereby releases the City and its officers, agents, employees, legal representatives, successors and assigns, from all claims, demands and causes of action, present or future, known or unknown, which Vasquez had, has, or may have against the City of San Leandro, its officers, agents, employees, legal representatives, successors and assigns, arising out of the Lease.

16. The City and its officers, agents, employees, legal representatives, successors and assigns hereby release Vasquez, his heirs, legal representatives, successors and assigns from all claims, demands and causes of action, present and future, known or unknown, which the City had, has, or may have against Vasquez, his heirs, legal representatives, successors, and assigns, arising out of the Lease.

17. Notwithstanding the aforementioned releases in paragraphs 15 and 16 above, nothing herein or aforementioned shall act to release the parties of their respective obligations or remedies under this "Agreement to Terminate Lease, Assign Rights, and Quitclaim" in the event of breach or default.

18. Vasquez, on behalf of himself, his heirs, legal representative, successors and assigns, hereby releases, defends and holds harmless the City and its officers, agents, employees, legal representatives, successors and assigns, from all outstanding debts, claims, demands and causes of action, present or future, known or unknown, which third parties had, have, or may have against Vasquez and the Brass Putter, arising out of the Lease, or this "Agreement to Terminate the Lease, Assign Rights, and Quitclaim."

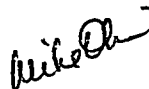
19. This Agreement shall be governed by the laws of the State of California.

20. This Agreement represents the entire understanding of the parties and supersedes all previous oral and written communications or agreements.

21. Time is of essence to this Agreement.

IN WITNESS WHEREOF, this document is duly executed in triplicate on this 15th day of April, 1996.

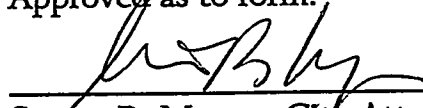
CITY OF SAN LEANDRO, a municipal corporation



Michael A. Oliver, City Manager

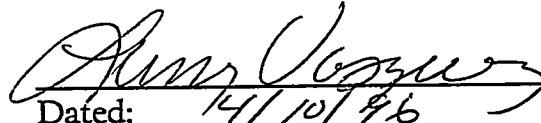
Dated: 4 27 96

Approved as to form:



Steven R. Meyers, City Attorney
Dated: 4/15/96

Larry Vasquez



Dated: 4/10/96

J:\WPD\CSL\136\AGREE\VASQUEZ.W61

CLUBHOUSE BUILDING

CART STORAGE

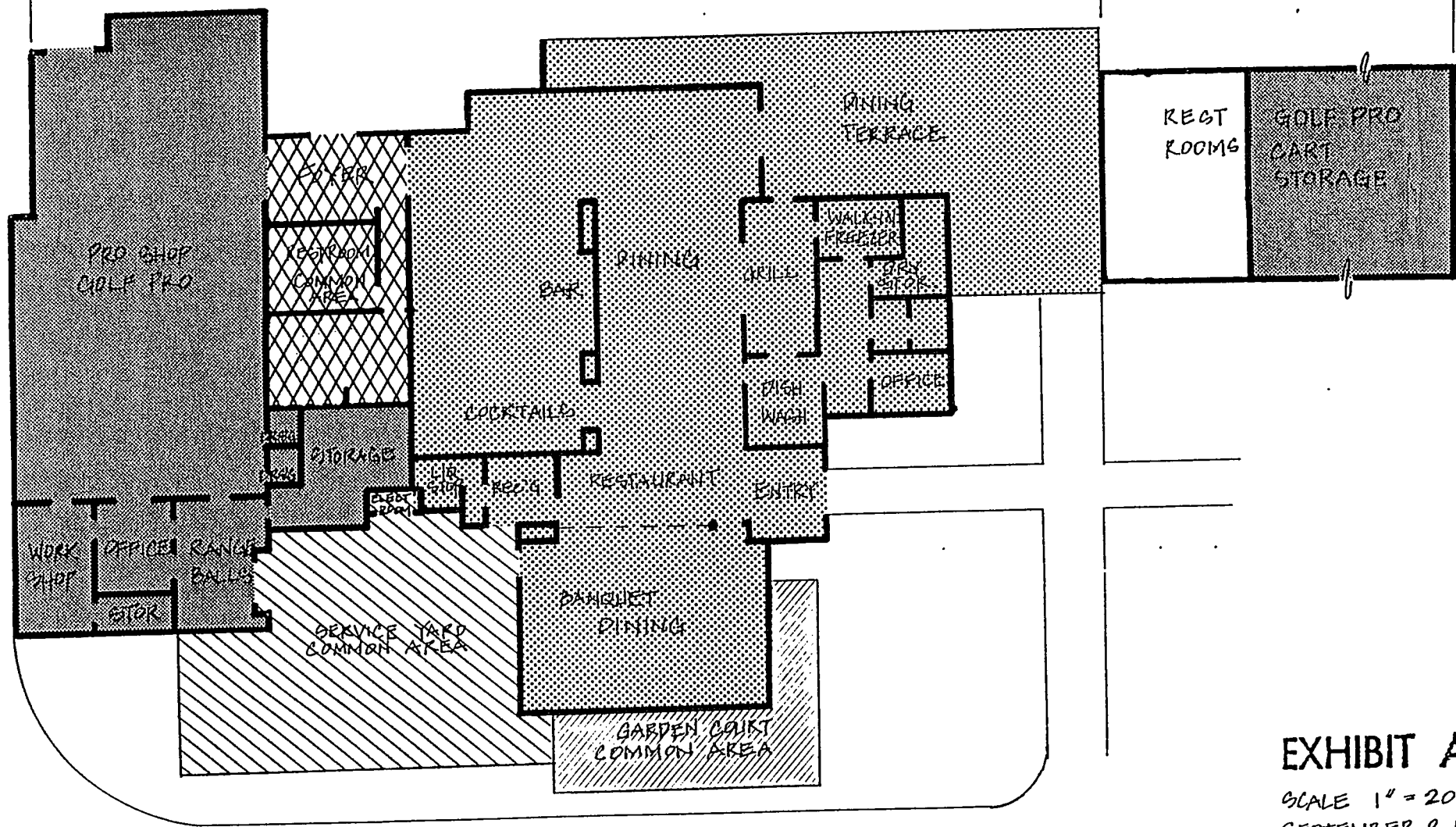








EXHIBIT A

SCALE 1" = 20'
SEPTEMBER 2, 1986

LEGEND:

-  RESTAURANT LEASED PREMISES
-  GOLF PRO LEASED PREMISES
-  COMMON AREAS
-  COMMON AREAS
-  COMMON AREAS
-  CITY



TONY LEMA GOLF COURSE
CLUBHOUSE
13800 NEPTUNE DRIVE
SAN LEANDRO - CALIFORNIA

DESCRIPTION OF LEASED PREMISES AND COMMON
AREA MAINTENANCE OBLIGATIONS

Recording Requested by and
After Recording Return to:

City of San Leandro
City Clerk's Office
835 East 14th Street
San Leandro, CA 94577

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder



No Fee

96106836 10:42am 05/01/96

004 29030367 29 34
A03 4 7.00 9.00 0.00 0.00 0.00 0.00 0.00 0.00
12.00

No Documentary Transfer Tax Due

By: [Signature]
Steven R. Meyers, City Attorney
City of San Leandro

Reso.
96-58
04-15-96
(2442/1-310)

CITY OF SAN LEANDRO

MAY 15 1996

CITY CLERK'S OFFICE

QUITCLAIM DEED

Larry Vasquez does hereby remise, release and quitclaim to the City of San Leandro, a municipal corporation, all right, title and interest in (1) the portion of the premises located at 13800 Neptune Drive, San Leandro, Alameda County, California substantially as described and labeled "RESTAURANT" in Exhibit A, which is attached hereto and incorporated herein by this reference; and (2) the two remote snack facilities, one on the Marina Golf Course and one on the Tony Lema Golf Course.

IN WITNESS WHEREOF, this document is duly executed on this 10 day of April, 1996.

Larry Vasquez

[Signature]

J:\WPD\CSL\136\AGREE\VASQUEZ.QTC

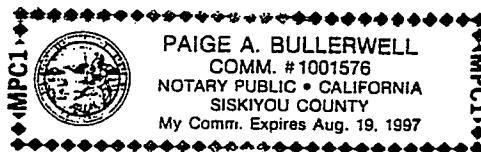
RECORDERS MEMO
LEGIBILITY FOR MICROFILMING AND
COPYING UNSATISFACTORY IN A PORTION
OF THIS DOCUMENT WHEN RECORDED.

State of California)
) ss.
 County of SISKIYOU)

On April 10, 1996, before me, a Notary Public, personally appeared LARRY VASQUEZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


 NOTARY PUBLIC



IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 96-59

(2323)

RESOLUTION APPROVING PERSONAL SERVICES AGREEMENT
(Larry Vasquez)

A personal services agreement between the City of San Leandro and Larry Vasquez, a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said agreement is hereby approved and execution thereof is hereby authorized.


Introduced by Council Member Galvan and passed and adopted this

15th day of April, 1996 by the following called vote:

Members of the Council:

AYES:	Council Members Galvan, Kerr, Myers, Perry, Polvorosa; Mayor Corbett	(6)
NOES:	None	(0)
ABSENT:	Council Member Loeffler	(1)

Attest:



Alice Calvert, City Clerk

PERSONAL SERVICES CONTRACT

This agreement is entered into on April 1, 1996, between the City of San Leandro ("Owner"), and Larry Vasquez ("Contractor").

1. Owner owns and operates the Brass Putter restaurant at 13800 Neptune Drive, San Leandro, Alameda County, California as well as two snack facilities on the Tony Lema Golf Course and the Marina Golf Course. For the purposes of this agreement, the Brass Putter restaurant and the two snack facilities will be referred to as the "Brass Putter facility."

2. Owner agrees to engage Contractor to operate the Brass Putter facility.

3. Employment of Contractor shall commence on April 1, 1996, and shall terminate on June 30, 1996.

4. Contractor agrees to perform all services generally performed by a restaurant manager in the day-to-day operation of a restaurant, including but not limited to the following:

A. Employment and management of employees including obtaining and keeping current liability and workers compensation insurance coverages;

B. Maintenance of an inventory of food, beverages, and supplies;

C. Meeting all obligations to suppliers, employees, and federal and state tax collection agencies;

D. Arrangement of banquets;

E. Normal maintenance of the Brass Putter facility.

6. As compensation for services performed under this agreement, Contractor may retain all money left over from the receipts after the operating expenses of the facility have been paid.

7. This contract is not assignable.

8. Contractor will keep the Brass Putter facility open for business during normal hours of operation (not less than 6:00 a.m. to 6:00 p.m. daily).

9. Owner shall be responsible for the payment of gas, electric, water, and sewer bills.

10. Banquet deposits for bookings or events scheduled after June 30, 1996 shall be made payable to Owner.

11. The parties intend that Contractor, in performing the specified services, shall act as an independent contractor and shall have control of Contractor's work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Owner and is not entitled to participate in any pension plans, health insurance, or similar benefits that Owner provides for its employees.

12. Contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the Brass Putter facility, and for the safety of and prevention of injury to persons, including Owner's employees Contractor's employees, and third persons, on or adjacent to the Brass Putter facility. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer acceptable to, Owner.

13. Contractor shall indemnify Owner against all liability or loss, and against all claims or actions based on or arising out of injury to or death of persons, or damage to or loss of property, caused by acts of neglect of Contractor, his employees, or his agents in connection with the performance of this contract.

IN WITNESS WHEREOF, this document is duly executed in triplicate on this 15th day of April, 1996.

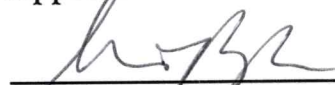
CITY OF SAN LEANDRO,
a municipal corporation



Michael A. Oliver, City Manager

Dated: 4.22.96

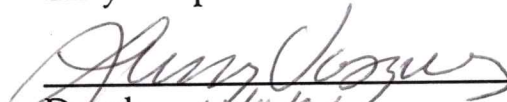
Approved as to form:



Steven R. Meyers, City Attorney

Dated: 4/15/96

Larry Vasquez



Dated: 4/15/96

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IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 96 - 60

(1123)

RESOLUTION OPPOSING AB 638
CITIZEN SELF-DEFENSE ACT

WHEREAS, more Californians die from gun-shot wounds than in car crashes, and in 1995, Californians purchased on average of nearly 700 handguns daily.

WHEREAS, the percentage of homicides committed with guns increased nationwide from 1985 to 1992, while other homicides decreased.

WHEREAS, on January 31 the State Assembly passed AB 638, which would dramatically liberalize California's carrying concealed weapons (CCW) law by virtually eliminating the discretion of local law enforcement officials to deny CCW permits.

WHEREAS, AB 638 would require law enforcement officials to grant concealed weapons permits to any adult Californian who has not yet been convicted of a serious crime, is not a member of a street gang, is not a domestic violence offender and has passed a test. Persons with long criminal records, but no serious criminal convictions, would still be eligible for CCW permits. Persons with serious substance abuse problems, including persons convicted of driving under the influence of alcohol or other drugs, would be eligible for concealed weapons permits.

WHEREAS, AB 638 would allow persons with severe mental illness to obtain concealed weapons permits. Even those who have been institutionalized would be eligible unless adjudicated by a court to be "a danger to others . . . or a mentally disordered sex offender."

WHEREAS, AB 638 repeals the provision in current law which grants local jurisdictions the authority to place "reasonable restrictions or conditions" on carrying

permits. AB 638 would prohibit local communities from excluding firearms from parks and public buildings.

WHEREAS, in states which have passed NRA-backed CCW bills, such as Texas, cities and private facilities, such as stores, which have sought to exclude concealed weapons for safety reasons, have been sued under state law.

WHEREAS, AB 638 is opposed by the California Police Chiefs' Association, the California Sheriffs' Association, Attorney General Dan Lungren, the California District Attorneys' Association, and the California Peace Officers' Association.

WHEREAS, AB 638 must now be approved by the California Senate Committee on Criminal Procedure and the full State Senate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Leandro strongly urges the California State Senate, and in particular the Senate Criminal Procedure Committee, to defeat AB 638.

Introduced by Council Member Perry and passed and adopted this

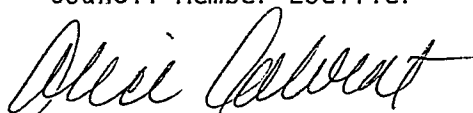
15th day of April, 1996, by the following called vote:

Members of the Council

Ayes: Council Members Galvan, Kerr., Myers, Perry, Polvorosa; Mayor Corbett (6)

Noes: None (0)

Absent: Council Member Loeffler (1)

Attest: 
Alice Calvert, City Clerk