F.1 Authorization for the City of Newark to apply for a California Department of Alcoholic Beverage Control (ABC) grant – from Police Chief Leal. (RESOLUTION)

Background/Discussion – The California Department of Alcoholic Beverage Control (ABC) is providing funds to law enforcement agencies for identifiable alcohol-related problems associated with alcoholic beverage licensed establishments. Within the City of Newark, 105 ABC licenses, including 72 on-sale (ie. restaurants and bars), 29 off-sale (ie. liquor stores) and four non-retail, have been granted. The Newark Police Department responds to numerous calls for service at establishments with on-sale licenses, including one that has generated 30 calls for services over a 24 month period. A number of these calls are for disturbing the peace and include incidents involving physical violence and/or the brandishing of weapons. These service calls require significant staff resources not only in terms of frequency, but also in terms of scale. Situations such as bar fights escalating into near riot conditions require all units to respond, which in turn increases our response time to all other calls for service.

If awarded funding, our objectives would include an educational component, as well as active enforcement, including:

- Identify and target problematic ABC licensed establishments;
- Develop and implement an ongoing standard operating ABC enforcement procedure and training program;
- Conduct investigative operations at ABC licensed establishments, as well as provide education to owners, patrons, and employees to ensure compliance with the conditions of their licenses;
- Increase communication and involvement with local community groups and businesses; and
- Conduct minor decoy and "shoulder tap" operations.

The project period is July 1, 2014 through June 30, 2015. Our proposal requests funding in the amount of $45,312 for overtime required to conduct operations and provide education, operating expenses for decoy and shoulder tap operations, equipment purchase, and travel expenses for the mandatory training session provided by ABC.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City to apply for a California Department of Alcoholic Beverage Control (ABC) grant.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY TO APPLY FOR A CALIFORNIA ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT

WHEREAS, the California Department of Alcoholic Beverage Control (ABC) is providing funds to law enforcement agencies for identifiable alcohol-related problems associated with alcoholic beverage licensed establishments; and

WHEREAS, within the City of Newark, 105 ABC licenses, including 72 on-sale (ie. restaurants and bars), 29 off-sale (ie. liquor stores), and 4 non-retail, have been granted; and

WHEREAS, the Newark Police Department responds to numerous calls for service at establishments with on-sale licenses, including one that has generated 30 calls for services over a 24 month period; and

WHEREAS, a number of these calls are for disturbing the peace and include incidents involving physical violence and/or the brandishing of weapons; and

WHEREAS, these service calls require significant staff resources not only in terms of frequency, but also in terms of scale; and

WHEREAS, situations such as bar fights escalating into near riot conditions require all units to respond, which in turn increases our response time to all other calls for service; and

WHEREAS, if awarded funding, our objectives would include an educational component, as well as active enforcement, including: identify and target problematic ABC licensed establishments; develop and implement an ongoing standard operating ABC enforcement procedure and training program; conduct investigative operations at ABC licensed establishments, as well as provide education to owners, patrons, and employees to ensure compliance with the conditions of their licenses; increase communication and involvement with local community groups and businesses; and conduct minor decoy and "shoulder tap" operations; and

WHEREAS, the project period is July 1, 2014 through June 30, 2015; and

WHEREAS, our proposal requests funding in the amount of $45,312 for overtime required to conduct operations and provide education, operating expenses for decoy and shoulder tap operations, equipment purchase, and travel expenses for the mandatory training session provided by ABC;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to apply for a California Department of Alcoholic Beverage Control (ABC) grant.

F.2 Amendment to Resolution No. 2505, Employee Classification Plan, to retitle the Senior Public Safety Clerk classification specification to Police Records Supervisor – from Human Resources Technician Gendreau. (RESOLUTION)

Background/Discussion – With the upcoming retirement of the current Senior Public Safety Clerk the Police Department requested Human Resources to review the classification specification for a possible title change to reflect the current trend for this position and well as to highlight that this is a supervisory position. In a review of our comparable cities and positions, the majority of agencies use the Police Records Supervisor title. There are no changes to salary or benefits.

It is recommended that the City Council retitle the Senior Public Safety Clerk to Police Records Supervisor.

Attachments

Action - It is recommended that the City Council, by resolution, amend Resolution No. 2505, Employee Classification Plan, to retitle the Senior Public Safety Clerk classification specification to Police Records Supervisor.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE CLASSIFICATION PLAN, TO RETITLE THE SENIOR PUBLIC SAFETY CLERK CLASSIFICATION SPECIFICATION TO POLICE RECORDS SUPERVISOR.

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective February 27, 2014:

Current Title	**New Title**
Senior Public Safety Clerk	Police Records Supervisor
Class Code 328.1	Class Code 328.2

Class Code: 328.2
WP Code: ~~SR PUB SAF~~

~~Chief Police Rec Sup~~

Established: 6/27/91
Revised: 12/09/05, 02/27/14
EEO Code: AS

CLASS SPECIFICATION

City of Newark, California

~~SENIOR PUBLIC SAFETY CLERK~~POLICE RECORDS SUPERVISOR

DEFINITION – Under direction from a Police Sergeant to organize, assign, and lead the work of assigned records division personnel and to perform and participate in the performance of the more difficult and complex records processing and maintenance tasks related to public safety records.

DISTINGUISHING CHARACTERISTICS – This is the advanced journey level class in the Public Safety Clerk series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, amount of time spent performing the duties and nature of the public contact made. Employees perform the most difficult and responsible types of duties assigned to classes within this series, including providing lead supervision to lower level records division staff. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility.

EXAMPLES OF ESSENTIAL DUTIES- Duties may include, but are not limited to, the following:

Organize, schedule, assign, lead, and review the work of assigned records division personnel and volunteers.

Exercise direct supervision over assigned records division staff; lead staff and perform the most difficult and complex work in records division activities, including handling difficult problems/determining appropriate course of action; provide or coordinate staff training; conduct performance evaluations; work with employees to correct deficiencies.

Coordinate and administer activities related to various records systems and projects; coordinate with other departments, division, and agencies related to the work assigned; maintain work-related records; compile, audit, and report statistical information; process criminal and traffic warrants; and monitor release of police and accident reports.

Implement and interpret operating procedures and submit recommendations for change; provide recommendations for assigned division-related budget planning.

Respond as appropriate to comments and concerns expressed by the public regarding the release, maintenance, and processing of public safety records.

Use a personal computer to enter and retrieve information related to work assignments and record-keeping.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:
Principles and practices of public safety records maintenance and office management.
Pertinent local, State and Federal laws, ordinances and rules, public records acts, and penal code sections.
Principles and practices of planning and reviewing the work of others, and training and related record-keeping.
Modern office procedures and computer equipment, including various filing and recordkeeping systems, personnel scheduling, and operation of automated information and communication systems.
Standard business arithmetic, including percentages and decimals.
Correct English usage, including spelling, grammar and punctuation.

Ability to:
Perform advanced journey level public safety records processing and maintenance work.
Plan, assign and review the work of assigned staff.
Supervise, train, and evaluate assigned staff.
Organize, prioritize and coordinate work activities of the Records Division.
Read and interpret rules, policies, procedures, and written instructions.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of the work.
Use initiative and sound judgment within established guidelines.

Sit for prolonged periods of time, bend, stoop, speak and hear; use of hands and arms to operate a computer keyboard, grasp objects, and to reach; occasionally lift and/or move up to 25 pounds.

Keep records and make reports; use a personal computer to enter and retrieve data; operate teletype machines, FAX machines, typewriters, copy machines, and telephone console.

Type accurately at a rate of 45 net words per minute.

Experience and Training: Any combination of experience and training that would provide

the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:
Three years of responsible clerical experience, including one year in a law enforcement agency.

Training:
Equivalent to the completion of the twelfth grade.

License or Certificate:
Possession of a Class C California driver's license and satisfactory driving record.

Probationary Period: 6 Months

FLSA: Nonexempt

F.3 Approval of Specifications, Acceptance of Bid, and Award of Contract to Joel Nelson Productions for Productions Services for the 2014 Music at the Grove Summer Concert Series - from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – Bids for the 2014 Music at the Grove summer concert series were solicited to ensure delivery of professional production services at competitive market rates. Joel Nelson Productions, Prime Time Entertainment, Live Nation, and Another Planet Entertainment were notified of the bid opportunity. Specifications for the bid included booking live musical entertainment as agreed upon by City staff, professional staging and sound system comparable to the last three years of the concert series, and day-of-event staffing to support sound quality and band performances.

Low bidder Joel Nelson Productions (JNP) has promoted all of the previous 25 years of the Music at the Grove summer concert series. JNP has provided professional and reliable services to the City of Newark and has an excellent reputation within the music industry.

Bids for the project were opened on February 10 at 2:00 p.m. with the following results:

Bidder	Amount
Joel Nelson Productions	$18,450.00
Prime Time Entertainment	$20,000.00

The 2014 Music at the Grove summer concert series will be funded through a donation from the Newark Betterment Corporation. Concerts will be held on Friday evenings on June 27, July 11, July 25, and August 8 at Shirley Sisk Grove.

Attachment

Action - It is recommended that the City Council, by resolution, accept the bid and award a contract with Joel Nelson Productions for production services for the 2014 Music at the Grove summer concert series.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO ACCEPT THE BID AND AWARD A CONTRACT WITH JOEL NELSON PRODUCTIONS, INC FOR PRODUCTION SERVICES FOR THE 2014 MUSIC AT THE GROVE SUMMER CONCERT SERIES.

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to accept the bid and award the contract with Joel Nelson Productions, Inc., for the 2014 Music at the Grove Program, said agreement on file in the Office of the City Clerk.

(0227dzr1)

AGREEMENT

Agreement, made on February 27, 2014, by and between JOEL NELSON, JOEL NELSON PRODUCTIONS, INC. (hereinafter called "JNP"), and the CITY OF NEWARK, a California corporation (hereinafter called "City").

WITNESSETH

WHEREAS, the CITY OF NEWARK desires to expand and improve the recreational and cultural opportunities of the residents of the City of Newark; and

WHEREAS, the CITY OF NEWARK has determined that a summer concert series would serve to so expand the recreational and cultural opportunities of the residents of the City of Newark; and

WHEREAS, the CITY OF NEWARK has determined that an experienced and professional production company is necessary to produce the summer concert series; and

WHEREAS, JOEL NELSON, JOEL NELSON PRODUCTIONS, INC., offers the special knowledge and professional expertise to produce the summer concert series;

NOW THEREFORE, the CITY OF NEWARK and JOEL NELSON, JOEL NELSON PRODUCTIONS, INC., do hereby agree as follows:

1. JNP shall provide live musical entertainment in a professional manner at Shirley Sisk Grove, at Cedar Boulevard, at NewPark Mall, in the City of Newark, on Friday evenings, **June 27, 2014; July 11, 2014; July 25, 2014 and August 8, 2014.**
2. All acts, bands, entertainers and talents shall be selected by a joint committee from City and JNP. Final decisions will be based upon quality, availability, and costs.
3. JNP will provide City with duly executed copy of JNP's contracts with all entertainers 60 days prior to the date of the first concert, which is scheduled for **June 27, 2014**.
4. In addition to its duties pursuant to Paragraph 1 hereof, JNP shall:

a. Provide staff to be available by telephone, computer, and mobile telephone to respond to needs and questions pertaining to the concert series at all reasonable times from the date of execution hereof to August 15, 2014.

b. Provide an on-site sound and stage manager at all concerts to coordinate and execute technical requirements.

c. Provide setup, installation, and maintenance of a stage for each concert comparable or better than the quality of stage provided for the 2013 concert series. Stage must be installed at least one week prior to the first scheduled concert to be held Friday, June 27, 2014.

d. Provide setup, installation, and maintenance of all sound, audio, lighting, and electrical equipment for each concert. All equipment shall be of professional quality and meet or exceed safety requirements.

e. Provide the City with a certificate of insurance showing worker's compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance for all JNP personnel.

f. JNP hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous acts or omission, or willful misconduct of JNP, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of JNP to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require JNP to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

Approval of the insurance contracts does not relieve the JNP or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Agreement JNP acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

g. Procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the JNP, his agents, subcontractors, representatives, or employees.

(1) Minimum Scope of Insurance

Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

(b) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance

JNP shall maintain limits no less than:

(a) General Liability: **$1,000,000** per occurrence for bodily injury, personal injury, and property damage (including operations, products and completed operations, as applicable). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: **$1,000,000** per accident for bodily injury and property damage.

(c) Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

(d) Errors and Omissions Liability: **NOT REQUIRED.**

(3) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the JNP shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(4) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(5) Verification of Coverage

JNP shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City, or on other than the City's forms, those endorsements must conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(6) Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured's. The City, its officers, officials, employees and volunteers are to be covered as insured:

liability arising out of work or operations performed by or on behalf of the JNP; or automobiles owned, leased, hired or borrowed by the JNP.

(b) Primary Insurance. For any claims related to this project, the JNP's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers shall be excess pf the JNP's insurance and shall not be contribute with it.

(c) Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(d) Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Qualifications. All insurance companies providing coverage to JNP shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

(f) Subcontractors. JNP shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

(g) Waiver of subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the

insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by JNP for the City.

(h) Coverage is material element. Maintenance of proper insurance coverage in conformity with the provisions of this paragraph is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

(i) Variation. The Risk Manager of City may approve a variation in those insurance requirements upon determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.

h. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, JNP shall immediately notify the City Risk Manger's office by telephone at 510-578-4300, and JNP shall promptly submit to the City's Risk Manager a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of JNP's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

5. In consideration of the services to be provided by JNP, the City shall pay to JNP a fee of $18,450.00. Said fee is all-inclusive and represents all agency and contracting fees. All expenditures over and above the agreement amount shall be approved in written form prior to the expenditure. Receipts shall be provided for all purchases and services. Said fee shall be payable as follows:

a. $3,690.00 upon mutual execution of this agreement;

b. $3,690.00 on or after June 27, 2014;

c. $3,690.00 on or after July 11, 2014;

d. $3,690.00 on or after July 25, 2014

e. $3,690.00 on or after August 8, 2014

6. In addition to the foregoing, the City's duties in regards to said concerts shall be to prepare the site, provide for audience, provide electrical power on the site, and provide audience security and crowd control.

7. Additionally, the City shall provide if requested by JNP, dressing room accommodations, and refreshments as deemed reasonable for each performance.

8. JNP will provide the City of Newark by March 1, 2014 the following information for each performer for each of the four scheduled concerts:

   a. One electronic publicity photo or artwork in jpeg format sent via email or provided on disk.

   b. Professional background on all performers.

9. JNP is an independent contractor and not an employee or servant of the City.

10. All persons not a party to this Agreement with whom JNP may contract in order to perform its duties under this Agreement, including but not limited to acts, bands, and entertainers and talents, are not employees or servants of the City nor do said persons have any contractual relationship with the City.

11. JNP agrees to comply with all federal, state, and local laws and ordinances.

12. JNP represents and warrants to City that it has all licenses, permits, and approvals of whatsoever nature that is legally required for JNP and the concert performers to perform this Agreement, including but not limited to payment of all royalties necessary to perform musical compositions or other copyright protected intellectual property. JNP represents and warrants to City that JNP shall, at its sole cost and expense, acquire and keep in effect at all times during the term of this Agreement any licenses, permits and approvals, which are legally required for JNP and the concert performers to perform this Agreement. In addition to the foregoing, JNP shall obtain and maintain the term hereof a valid City of Newark Business License.

13. Time is of the essence.

14. The parties agree that this Agreement shall be construed pursuant to the laws of the State of California and that in the event of any litigation regarding the performance of or the terms and conditions of this Agreement, venue shall be within the Fremont-Newark-Union City Municipal Court, or the Alameda County Superior Court, South County Branch, Hayward, California.

15. This instrument contains the entire Agreement of the parties. It may be modified only by an agreement in writing duly executed by the parties hereto.

JNP

By:_____
JOEL NELSON,
JOEL NELSON PRODUCTIONS, INC.

CITY OF NEWARK
a California Municipal Corporation

By:_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

F.4 Initiation of the 2014 Weed Abatement Program and setting a date for a public hearing – from Deputy Fire Marshal Guier/ Maintenance Supervisor Carey. (RESOLUTION)

Background/Discussion – The annual weed abatement program abates weeds on vacant commercial and industrial properties not maintained by the property owners as directed by the Fire Marshal. The abatement work consists of tractor mowing, supplemented with manual labor to clear weeds abutting fences and remove debris to facilitate the tractor work. There are 151 industrial, residential and commercial parcels that have large areas of vacant ground that host seasonal weeds that could become a fire hazard. These parcels are located throughout the City.

Property owners have the option to make their own arrangements for weed and debris removal. They must get the work completed prior to the schedule set for the City's contractor. The City's contractor is scheduled to perform weed abatement work in May and June. Property owners will be asked to return a pre-paid postcard to the City indicating that they will abate their own weeds. Alameda County Fire Department staff will inspect the properties prior to the abatement of the weeds. This provides sufficient opportunity for the property owners to perform their own work. All properties that the City performs the abatement work on will be assessed the full cost of that work, including administration costs.

If necessary, an additional fall program will be scheduled to abate seasonal weeds, like tumbleweeds and re-growth of weeds that occur during the summer months. Prior to any supplemental fall weed abatement work, the City will provide written notices to the affected property owners. A second public hearing for the fall program is not required.

Attachment

Action - It is recommended that the City Council, by resolution, initiate the 2014 Weed Abatement Program and set April 10, 2014, as the date for the public hearing.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK FINDING AND DECLARING THAT WEEDS GROWING ON SPECIFIED PROPERTIES ARE SEASONAL AND RECURRENT NUISANCES; AND RUBBISH, REFUSE, AND DIRT UPON PARKWAYS, SIDEWALKS, OR PRIVATE PROPERTY IN THE CITY OF NEWARK ARE PUBLIC NUISANCES AND MUST BE ABATED, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, the City Council of the City of Newark hereby finds and determines that weeds are growing upon the streets, sidewalks, or private property in the City of Newark as hereinafter described, and that rubbish, refuse, and dirt is upon its parkways, sidewalks, or private property hereinafter described in the City of Newark and that said City Council hereby declares that all weeds are growing upon the streets, sidewalks, or private property in said City and all rubbish, refuse, and dirt in parkways, or private property in the said City are a public nuisances and the same are hereby ordered abated in the manner provided in Section 39560 to Section 39586, inclusive, of the Government Code of the State of California: and

WHERAS, the name of said streets, parkways, sidewalks, and private properties are contained in Schedule "A, " attached hereto and incorporated herein by reference and made a part of this resolution as though set forth at length;

NOW, THEREFORE BE IT RESOLVED that the City Clerk is hereby directed to mail written notices of the proposed abatement to all persons owning property described in this resolution, said written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. The City Clerk shall complete said mailing at least five (5) days prior to the time for hearing of objections by the legislative body. The notice shall be substantially in the form provided by Section 39566 of the Government Code of the State of California, except that notices shall be signed by the City Clerk and the heading of the notice need not comply with Section 39565 of the Government Code;

BE IT FURTHER RESOLVED that a public hearing to hear objections to the proposed removal of weeds, rubbish, refuse, and dirt will be held by the City Council at its regular meeting of April 10, 2014.

Schedule A

MAP	APN	OWNER	LOCATION
1	92A-0720-005-10	PRESBYTERY OF SAN FRANCISCO	35450 NEWARK BOULEVARD
2	092-0005-029-09	JOHN AND BEATRICE LUIS	6844 MAYHEWS LANDING ROAD
3	092-0131-001-09	FILBERT STREET DEVELOPMENT LLC	FILBERT STREET AT SNOW
3.1	092-0131-002-04	FILBERT STREET DEVELOPMENT LLC	37243 FILBERT STREET
3.2	092-0131-003-00	FILBERT DEVELOPMENT LLC	37257 FILBERT STREET
4	092-0021-015-03	BSL CORPORATION	SYCAMORE STREET NEAR GEORGE
5	092-0024-010-00	MARIA L. MARTINS	SYCAMORE STREET NEAR 7303 DAIRY
6	092-0029-022-00	ADELINE CALDEIRA TRS	36952 MULBERRY STREET
7	092-0045-011-00	ENRIQUE & ESTHER GUERRERO	MAGNOLIA STREET NEAR RICH
8	092-0030-014-03	D & J MELVILLE & P & D CHANG	6717 THORNTON AVENUE
9	092-0030-018-04	PAUL F. MERRILL	6781 THORNTON AVENUE
9.1	092-0030-017-02	PAUL F. MERRILL	6765 THORNTON AVENUE
10	092-0032-003-00	ALAN L DANG	DAIRY AVENUE BETWEEN 36805 & 36926
11	092-0041-008-03	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.1	092-0024-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.10	537-0521-008-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.11	537-0521-008-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.12	537-0521-009-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.13	092-0054-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.14	092-0200-015-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.15	092-0253-001-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.16	92A-2165-006-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.17	92A-2300-007-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.18	92A-2300-006-14	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.19	92A-2500-005-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.2	092-0021-016-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.20	92A-2500-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.21	537-0850-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.22	537-0850-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.23	537-0850-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.24	537-0850-018-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.25	537-0850-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.26	092-0054-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.27	092-0068-003-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W

11.28	092-0069-002-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.29	092-0069-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.3	092-0021-016-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.30	092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.31	092-0067-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.32	092-0067-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.33	092-0067-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.34	092-0065-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.35	092-0064-010-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.36	92A-1095-129-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.37	92A-1100-058-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.38	92A-1105-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.39	92A-2000-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.4	092-0015-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.40	92A-2010-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.41	092-0127-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.42	092-0127-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.43	092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.5	92A-0506-107-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.6	92A-0506-106-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.7	92A-0501-030-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.8	92A-0502-090-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.9	92A-0620-061-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
12	92A-2143-041-00	AMELIA & LEONARD SILVEY	6163 ROBERTSON AVENUE
13	92A-2588-008-03	LYLE D. SCHNEIDER & ASSOCIATES	38959 TIMBER STREET
14	537-0850-002-00	PICK-N-PULL AUTO DISMANTLERS	7400 MOWRY AVENUE
15	537-0460-007-25	H AZAD & B PIRGHIBI ETAL	6953 JARVIS AVENUE
16	92A-0919-010-02	KHURRAM IQBAL	6249 THORNTON AVENUE
17	092-0145-011-00	JASON B EGGERT ETAL	7978 WELLS AVENUE
18	901-0111-009-00	A&P CHILDRENS INVESTMENTS LLC	3970 CEDAR BOULEVARD
19	092A-2165-009-04	PABCO BUILDING PRODUCTS	REDEKER PLACE AT CHERRY
20	92A-0501-034-13	SF BAY WILDLIFE REFUGE c/o J. Bradley	CEDAR BOULEVARD
21	092-0115-008-00	WILLIAM LYON HOMES	37555 WILLOW STREET HICKORY & WILLOW
22	092-0075-001-09	S & P TRETTIN FAMILY TRUST	MULBERRY STREET AT CLARK
22.1	092-0075-001-03	S & P TRETTIN FAMILY TRUST	MULBERRY STREET AT CLARK
22.2	092-0074-001-04	S & P TRETTIN FAMILY TRUST	MULBERRY STREET AT CLARK

22.3	092-0074-001-09	S & P TRETTIN FAMILY TRUST	CLARK AVENUE AT MULBERRY
22.4	092-0074-001-08	S & P TRETTIN FAMILY TRUST	CLARK AVENUE AT MULBERRY & OLIVE
22.5	092-0074-001-01	S & P TRETTIN FAMILY TRUST	CLARK AVENUE AT OLIVE
23	092-0074-007-00	ZHANG FAMILY TRUST	CENTRAL AVENUE
23.1	092-0074-008-00	ZHANG FAMILY TRUST	CENTRAL AVENUE
24	092-0075-004-02	FAHMY LIVING TRUST	CHERRY STREET
24.1	092-0075-005-02	FAHMY LIVING TRUST	CHERRY STREET
25	092-0210-002-01	MORTON SALT INC. - HARRY SHAH	CENTRAL AVENUE & MORTON
26	537-0460-007-28	FRANCISCAN GLASS COMPANY	35255 FIRCREST STREET
26.1	537-0460-021-01	FRANCISCAN GLASS COMPANY	FIRCREST STREET
27	092-0083-009-00	CHAND KIRAN	36915 LOCUST STREET
28	92A-2300-006-12	SKW MBT OPERATIONS INC . (BASF)	38403 CHERRY STREET
29	92A-0750-008-00	HOLY REDEEMER LUTHERAN CHURCH	35660 CEDAR BOULEVARD
30	92A-2143-042-00	FRANK & SUSAN CHEN	6179 ROBERTSON AVENUE
31	901-0185-018-00	SI XVIII LLC	CHERRY STREET LOT 1
31.1	901-0185-023-00	SI XVIII LLC	CHERRY STREET LOT 2
31.2	901-0185-024-00	SI XVIII LLC	STEVENSON BOULEVARD
32	92A-0462-125-00	SATISH KUMAR & KESHI L.	8215 THORNTON
33	901-0188-006-00	LION NEWARK SHOPPING CNTR.	39055 CEDAR BOULEVARD
34	092-0126-019-00	SMCTD	SMCTD RAILROAD R-O-W LOCUST & ELM
34.1	092-0125-017-00	SMCTD	SMCTD RAILROAD R-O-W WALNUT & LOCUST
34.2	092-0124-022-00	SMCTD	SMCTD RAILROAD R-O-W SPRUCE & WALNUT
34.3	092-0119-099-00	SMCTD	SMCTD RAILROAD R-O-W SPRUCE
34.4	092-0100-008-02	SMCTD	SMCTD RAILROAD R-O-W WILLOW
34.5	092-0100-008-01	SMCTD	SMCTD RAILROAD R-O-W WEST OF WILLOW
35	537-0852-001-02	FMC CORPORATION	8787 ENTERPRISE DRIVE
36	092-0115-011-00	FMC CORPORATION	37445 WILLOW STREET
36.1	092-0100-004-02	FMC CORPORATION	WILLOW STREET NORTH OF ENTERPRISE
37	92A-0465-045-04	RONALD MILLER ETAL	7721 SUNSET AVENUE
38	92A-0720-025-00	MAURICE LADRECH LIVING TRUST	35178 NEWARK BOULEVARD
39	92A-2143-040-01	ARBUTUS & DAVID MILANI	ROBERTSON AVENUE & HONEYSUCKLE
40	092-0116-060-00	JONES HAMILTON CO.	8300 ENTERPRISE DRIVE
40.1	092-0116-059-00	JONES HAMILTON CO.	WILLOW STREET
40.2	092-0116-058-00	JONES HAMILTON CO.	8400 ENTERPRISE DRIVE
41	92A-2143-039-00	LEONARD S & A. M. SILVEY TRS	6139 ROBERTSON AVENUE
42	092-0115-010-00	WILLIAM LYON HOMES	HICKORY STREET WILLOW & HICKORY

43	537-0850-003-00	NEWARK PARTNERS LLC	MOWRY AVENUE WEST OF TRACKS
43.1	537-0850-004-00	NEWARK PARTNERS LLC	MOWRY AVE. WEST OF TRACKS
44	092-0124-014-00	TOMAS & CONCEPCION M. SIERRA	RAILROAD AVE. SPRUCE & WALNUT
45	092-0125-010-00	STANLEY R. CHERRY TRS	7843 RAILROAD AVE LOCUST & WALNUT
46	901-0111-004-00	SYUFY ENTERPRISES	BALENTINE DRIVE
47	92A-1036-029-02	ASHIT JAIN	6214 THORNTON AVENUE
48	092-0134-002-00	LOUIE FAY TR	RAILROAD AVE LOCUST & ELM
49	092-0135-023-00	SEAMONKEY LLC	WALNUT STREET CORNER LOT
51	092-0119-015-00	ROSE L BERNARDO TRUST/Carol Ann Davis	8084 THORNTON AVENUE
52	537-0460-013-00	SANTA RITA INVESTMENTS	6800 OVERLAKE PLACE
53	92A-1036-031-02	JOHN JR & SHIRLEY ELIZARREY TRS	6152 THORNTON AVENUE
54	092A-1036-041-00	JOSEPH & LILY AU TRS	NEWARK BOULEVARD & CIVIC TERRACE
55	092-0252-001-00	NORDSTROM, INC.	37599 FILBERT STREET
56	092A-2141-032-00	ERNESTO & ANNA COSTA	37802 LOBELIA DRIVE
57	092-0030-016-02	CLARENCE & DOROTHY MARTIN TRS	6749 THORNTON AVENUE
58	092-0041-002-01	SIMON TANIOS	36968 ASH STREET
59	901-0195-039-00	NEWARK ATRIUM LLC	39850 & 39888 CEDAR BOULEVARD
60	92A-2165-013-01	MILPRINT PACKAGING	6590 CENTRAL AVENUE
61	92A-2586-076-00	YU-JEH L. WANG	BIRCH STREET ON CEDAR
62	092-0100-007-05	CITY & CO SF WATER DEPT	SF WATER R-O-W
62	092-0100-007-05	SF WATER DEPT / MARK CHRISTENSON	SF WATER R-O-W
62.1	092-0140-003-02	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.10	92A-2357-031-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.11	92A-2416-015-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.12	92A-2416-013-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.13	92A-2585-002-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.14	92A-2585-027-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.15	92A-2588-002-01	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.2	092-0116-004-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.3	092-0145-010-01	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.4	092-0146-023-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.5	092-0068-001-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.6	092-0074-002-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.7	092-0074-002-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.8	092-0075-007-00	CITY & CO SF WATER DEPT	SF WATER R-O-W
62.9	92A-2141-002-00	CITY & CO SF WATER DEPT	SF WATER R-O-W

63	92A-0623-043-00	SSL & LEAJ ETAL	SF WATER R-O-W
64	92A-2125-015-00	TMBER ST. LLC	37875 TIMBER STREET
64.1	92A-2125-016-00	TIMBER ST. LLC	37875 TIMBER STREET
65	092-012701-300	PHARMACEUTICAL INC & YANG YANHUA	37079 ASH STREET
66	537-085201-100	CARGILL	ENTERPRISE DRIVE AT HICKORY
67	92011500500	ASHLAND	8610 ENTERPRISE DRIVE
68	092 014000600	ENTERPRISE DR. LLC	8333 ENTERPRISE DRIVE
69	092 003001300	36951 MULBERRY ST.	36951 MULBERRY STREET
70	092A258800704	COUNTY OF ALAMEDA	TIMBER STREET AT CEDAR COURT