

CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@Newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, June 11, 2015

CITY COUNCIL:

Alan L. Nagy, Mayor
Sucy Collazo, Vice Mayor
Luis L. Freitas
Michael K. Hannon
Mike Bucci

CITY STAFF:

John Becker
City Manager
Terrence Grindall
Assistant City Manager
Susie Woodstock
Administrative Services Director
Sandy Abe
Human Resources Director
Peggy A. Claassen
Public Works Director
Jim Leal
Police Chief
David Zehnder
Recreation and Community
Services Director
David J. Benoun
City Attorney
Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

- | | |
|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



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City Administration Building
7:30 p.m.
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AGENDA

Thursday, June 11, 2015

- A. ROLL CALL

 - B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, May 28, 2015. (MOTION)

 - C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Proclaiming June as National Salvation Army Month. (PROCLAMATION)

 - C.2 Proclaiming June as Elder Abuse Awareness Month. (PROCLAMATION)

 - D. WRITTEN COMMUNICATIONS

 - E. PUBLIC HEARINGS

 - F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.2 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)
- CONSENT**
- F.1 Authorization for the Mayor to sign a quitclaim deed for the abandoned portion of Hickory Street (eastern half) north of Perrin Avenue – from Assistant Civil Engineer Fajeau. (RESOLUTION)

- F.2 Authorization for the Mayor to sign an agreement with *The Tri-City Voice* for legal advertising services for Fiscal Year 2015-2016 – from City Clerk Harrington. (RESOLUTION)**

- G. CITY ATTORNEY REPORTS**

- H. ECONOMIC DEVELOPMENT CORPORATION**

- I. CITY COUNCIL MATTERS**

- J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

- K. ORAL COMMUNICATIONS**

- L. APPROPRIATIONS**

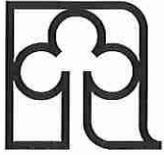
Approval of Audited Demands for the City Council meeting of June 11, 2015. (MOTION)

- M. CLOSED SESSION**

- N. ADJOURNMENT**

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk’s Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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City Administration Building
7:30 p.m.
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Minutes

Thursday, May 28, 2015

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:33 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, May 14, 2015.

Council Member Bucci moved, Vice Mayor Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSTENTION (Nagy).

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming June as Celebrating Business Month in Newark.

Mayor Nagy presented the proclamation to President/CEO Valerie Boyle of the Newark Chamber of Commerce.

C.2 Presentation of Awards for Students, Teacher, and Classified Employee of the Year.

Mayor Nagy and members of the Newark Rotary Club presented certificates to the Students, Teacher, and Classified Employee of the Year.

Mayor Nagy called a recess at 7:45 p.m. The meeting resumed at 7:54 p.m.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Hearing to consider abandonment of a portion of Hickory Street right-of-way north of Perrin Avenue. RESOLUTION NO. 10355

City Manager Becker stated that the abandonment would be for the 40-foot wide western half of the existing Hickory Street right-of-way between the Alameda County Flood Control and Water Conservation District (District) property located north of Perrin Avenue to a point approximately 335 feet north of the District boundary. This right-of-way is not used as a public street nor needed for future street purposes. The right-of-way would revert to William Lyon Homes, Inc., as the adjacent property owner.

Mayor Nagy opened the public hearing at 7:56 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 7:56 p.m.

Vice Mayor Collazo moved, Council Member Hannon seconded to by resolution, abandon a portion of Hickory Street right-of-way north of Perrin Avenue. The motion passed, 5 AYES.

E.2 Hearing to consider: (1) a resolution to approve a General Plan Amendment to change the land use designation from P-I (Public Institutional) to S-I (Special Industrial); and (2) a resolution, revoking a planned unit development and a conditional use permit, for a private school at 39201 Cherry Street (APNs: 901-110-68 & 69).

RESOLUTION NO. 10356-10357

Assistant City Manager Grindall stated that in 2014, the City Council approved a General Plan Amendment, a planned unit development, and a conditional use permit to allow Stratford School at 39201 Cherry Street. Stratford School has decided not to pursue the project at that location. The building owner has requested revocation of the previous approvals and restoration of the Special Industrial designation. The original approved use was for a nuts and spice distribution center.

In response to City Council questions, Assistant City Manager Grindall stated that there would not be odor issues for the distribution center since the product is already packaged. Staff is working with Stratford School to identify a new location.

Mayor Nagy opened the public hearing at 8:02 p.m.

The applicant did not attend the meeting. There was no public testimony.

Mayor Nagy closed the public hearing at 8:04 p.m.

Vice Mayor Collazo moved, Council Member Bucci seconded to: (1) by resolution, approve a General Plan Amendment (GPA-15-20) to change the land use designation from P-I (Public Institutional) to S-I (Special Industrial); and (2) by resolution, revoke P-14-23, a planned unit development, and U-14-24, a conditional use permit, for a private school located at 39201 Cherry Street (APNs: 901-110-68 & 69). The motion passed, 5 AYES.

- E.3 Hearing to consider: (1) a planned unit development, and a conditional use permit, to hold SummerFest in the NewPark Mall parking lot on July 11 and 12, 2015, and dates to be determined in 2016 and 2017; and (2) a waiver of the application fees. NewPark Mall is located to the north by Mowry Avenue, to the west by Cedar Boulevard, to the south by Balentine Drive, and to the east by Interstate 880 (Nimitz Freeway).**

**RESOLUTION NO. 10358
MOTION APPROVED**

City Manager Becker gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 8:07 p.m.

Valerie Boyle, representing the Newark Chamber of Commerce, said that she had read the resolutions and agreed to the conditions.

Vice Mayor Collazo stated she would be in touch with Ms. Boyle regarding ideas for the event.

Council Member Bucci stated this has traditionally been held on second weekend of July and that other events are planned around that date. He asked if they would keep that date for the 2016 and 2017 events.

Ms. Boyle stated that the future event dates would be set after the 2015 event. She stated that consistency with the date was important and her intention was to continue with the second weekend in July.

Mayor Nagy closed the public hearing at 8:16 p.m.

Council Member Freitas moved, Vice Mayor Collazo seconded to: (1) by resolution, approve P-15-14, a planned unit development, and U-15-15, a conditional use permit, to hold SummerFest in the NewPark Mall parking lot on July 11 and 12, 2015, and dates to be determined in 2016 and 2017; and (2) by motion, waive the application fees. The motion passed, 5 AYES.

- E.4 Hearing to consider: (1) adopting a resolution approving P-15-5, a planned unit development, and U-15-6, a conditional use permit, for: (a) reduced side and front yard setbacks for certain unit plans; and (b) the number of garage facades fronting one street to exceed what is allowed by the Form Based Codes; and ASR-15-9, an Architectural and Site Plan Review, for the project building elevations and finding that Vesting Tentative Map 8085 is in substantial conformance; and (2) adopting a resolution approving the second Addendum to the Dumbarton TOD Specific Plan EIR (State Clearinghouse Number 2010042012), for**

development of 542 residential units within the Dumbarton Transit-Oriented Development (TOD) Specific Plan area.**RESOLUTION NO. 10359-10360**

Assistant City Manager Grindall stated that William Lyon Homes seeks further approvals for the development of the Torian parcels within the Dumbarton Transit-Oriented Development (TOD) Specific Plan area. The project proposes the construction of 542 residential units on 42.22 acres located on the west side of Willow Street at the terminus of Central Avenue.

The project proposes the development of a previously analyzed and approved project with minor deviations from the City's Form Based Code for the TOD Specific Plan area. The specific proposed deviations are: (1) Village 3 would include 0' front setbacks in lieu of 10' setbacks for Plan 3. This reduced setback is generally consistent with the attached housing product included in the Village and would eliminate a potential nuisance corridor at the end of the Village's alleys; (2) Residences in Village 4 would have rear yard setbacks of 5.5' in lieu of 10'. The Village 4 rear yards have been designed to wrap around the corner of the residences which results in a greater amount of total rear yard square footage that the minimum required by the Form Based Code and is consistent with the intent of the code; and (3) The garages fronting the public street in Villages 4 would exceed the Form Based Code allowed façade area, however these garages would be split with varied setbacks to address the intent of the Form Based Code to avoid unarticulated frontages.

Assistant City Manager Grindall stated that the Project will be undertaken pursuant to and in conformity with the TOD Specific Plan, and the City and applicant will remain obligated to comply with all applicable mitigation measures and conditions of approval contained within the Environmental Impact Report.

Mayor Nagy opened the public hearing at 8:22 p.m.

Scott Hilk, William Lyon Homes said that he read the resolutions and agreed to the conditions.

In response to Vice Mayor Collazo, Mr. Hilk stated that 5 units were eliminated in order to expand the size of the wetlands.

Mayor Nagy closed the public hearing at 8:26 p.m.

Council Member Bucci asked what the current code permitted for the garage facades.

Assistant City Manager Grindall stated that the Form Based Code discourages most of the units' garages fronting the street. He believed the changes were consistent with the vision of the Form Based Code.

Mr. Hilk stated that for Village 4 the majority of the homes were aligned on an alleyway and meets the Form Based Code. One row of homes that fronts on the street of the central park area exceeds the allowable garage width. This would apply to five homes in the development.

Vice Mayor Collazo moved, Council Member Bucci seconded to by resolutions, (1) approve P-15-5, a planned unit development, and U-15-6, a conditional use permit, for: (a) reduced side and front yard setbacks for certain unit plans; and (b) the number of garage facades fronting one street to exceed what is allowed by the Form Based Codes; and ASR-15-9, an Architectural and Site Plan Review, for the project building elevations and finding that Vesting Tentative Map 8085 is in substantial conformance; and (2) approve the second Addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report (State Clearinghouse Number 2010042012), for and approving the development of 542 residential units within the Specific Plan Area, and making findings in support thereof. The motion passed, 5 AYES.

E.5 Hearing on the Housing Element Update 2015 by considering resolutions: 1) approving Housing Element Update 2015 and 2) Finding that the General Plan Tune Up Program Environmental Impact Report addressed the Environmental Impacts of the Housing Element Update 2015. RESOLUTION NO. 10361-10362

Assistant City Manager Grindall stated that the City Council previously approved the Draft Housing Element for submittal to the State Department of Housing and Community Development.

The State has recommended the addition of two programs: a) a Fair Housing Ordinance - a clear statement of the City's commitment to work to eliminate housing discrimination and to continue to comply with State and Federal law; and b) a Reasonable Accommodation Ordinance - establishing a process to allow flexibility in the Zoning Code to accommodate access for the disabled.

In response to Council questions, Assistant City Manager Grindall stated that the Reasonable Accommodation Ordinance could allow certain approvals at the staff level. This would return at a future meeting for approval.

Council Member Bucci stated that he would like to see the City obtain project funds through the One Bay Area Grant.

Council Member Hannon stated that he would like to see the City Council and School Board committee discuss the problem of children living in poverty. He also suggested an article in the Newark News describing resources related to code enforcement for substandard buildings and agencies that could help with housing issues.

In response to Mayor Nagy, Assistant City Manager Grindall stated that new housing is constructed and landscaped to use less water than older buildings.

Mayor Nagy opened the public hearing at 8:48 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 8:49p.m.

Council Member Bucci moved, Vice Mayor Collazo seconded to by resolutions: 1). approve the amendment of the General Plan by replacing the Housing Element with the Housing Element Update 2015 and 2) certifies that the environmental impacts of the Housing Element Update 2015 were addressed in the General Plan Tune Up Program Environmental Impact Report. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

Vice Mayor Collazo moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 through F.3, that the resolutions and ordinance be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions and ordinance. The motion passed, 5 AYES.

CONSENT

- F.1 Second reading and adoption of an ordinance to commit funds for managing waste and recycling. ORDINANCE NO. 488**

- F.2 Approval of the final map for Tract 8166, an 85-unit residential townhome development (K. Hovnanian at Cedar Lane, LLC) located at the northeast corner of Cedar Boulevard and Mowry School Road. RESOLUTION NO. 10363 CONTRACT NO. 15022**

- F.3 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2014-2015 for General Revisions RESOLUTION NO. 10364**

NONCONSENT

F.4 Direction to file Annual Reports and intention to order improvements for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, and 17 and setting June 25, 2015 as the public hearing date.

RESOLUTION NO. 10365-10366

Vice Mayor Collazo recused herself from this item because she owns property within Landscaping and Lighting District Nos. 10 and 11. Vice Mayor Collazo left the City Council Chambers at 8:51 p.m.

City Manager Becker gave the staff report recommending approval.

Council Member Freitas moved, Council Member Hannon seconded to by resolutions, direct the filing of annual reports for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, and 17 in accordance with the provisions in the Landscaping and Lighting Act of 1972 and confirm the intent to order the improvements by setting the date for the annual public hearings for these districts for June 25, 2015. The motion passed, 4 AYES, 1 RECUSED (Collazo).

Vice Mayor Collazo returned to the City Council Chambers at 8:56 p.m.

F.5 Authorization for the Mayor to sign a Contractual Services Agreement with Group 4 Architecture, Research + Planning, Inc., to complete a Civic Center Replacement/Relocation Feasibility Study, and approval of an amendment to the 2014-1016 Biennial Budget to fund the study.

**RESOLUTION NO. 10367
CONTRACT NO. 15023**

Assistant City Manager Grindall stated that the existing Civic Center and Library are antiquated, functionally obsolete, and have an extensive maintenance backlog. He proposed replacing the buildings either on the existing site or at another location such as the Community Center site or land adjacent to the Silliman Center.

He recommended Group 4 Architecture, Research + Planning, Inc., for a feasibility study, to be funded from the Community Development Maintenance Fee. The study would have specific tasks: (1) Identifying a program of uses; (2) School District Coordination and City space needs assessment; (3) site identification and analysis; (4) developing a conceptual site plan, building diagrams; (5) developing a project cost model and schedule; (6) an assessment of funding sources; (7) recommendations and action plan; and (8) Final report.

Eric Hentschke requested that the second community meeting in December be moved in order to get more community input before it is brought forward to the City Council. Assistant City Manager Grindall stated that the community meeting would occur before the City Council considered the matter.

Tim Jones stated that he works at city hall and that they need to get the message out to the public that the building needs to be replaced. The building has multiple water leaks when

it rains, air gaps in the windows, bathroom issues, undrinkable water, and malfunctioning thermostats. The library also leaks water when it rains.

Mayor Nagy stated that the library was undersized for the population size of Newark.

Council Member Freitas moved, Vice Mayor Collazo seconded to authorize the Mayor to sign a contractual Services Agreement with Group 4 Architecture, Research + Planning, Inc., to complete a Civic Center Replacement/Relocation Feasibility Study, and approval of an amendment to the 2014-1016 Biennial Budget to fund the feasibility study. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

**I.1 Appointments to the Senior Citizen Standing Advisory Committee.
RESOLUTION NO. 10368**

Mayor Nagy recommended the appointments of Gloria Wilson, Glen Wickizer, Kathleen Lemos, and Tamara Tucker to the Senior Citizen Standing Advisory Committee.

Vice Mayor Collazo moved, Council Member Bucci seconded to by resolution, approve the appointments to the Senior Citizen Standing Advisory Committee. The motion passed, 5 AYES.

**I.2 Recommendation from the Senior Citizen Standing Advisory Committee
to rename the Newark Senior Center in memory of Clark W. Redeker.
RESOLUTION NO. 10369**

Mayor Nagy stated that the Senior Citizen Standing Advisory Committee recommended that the City Council consider naming the Newark Senior Center in memory of Clark W. Redeker. The proposed name is “Clark W. Redeker Senior Center.” Mr. Redeker was a member of Newark’s first City Council and served the community in a number of capacities throughout his life.

Woody Ballard stated that Clark Redeker served the city for 75 years. He stated that it would be a great tribute to name the building in Mr. Redeker’s honor and a boost to the senior community.

The City Council shared their memories of Clark Redeker.

Council Member Bucci moved, Vice Mayor Collazo seconded to, by resolution, rename the Newark Senior Center in memory of Clark W. Redeker. The motion passed, 5 AYES.

Vice Mayor Collazo congratulated the volunteers who were honored at the City's annual Volunteer Recognition Dinner. She stated that the Music at the Grove concert series would begin in June, including the second annual Mariachi Festival. The Relay for Life Movies in the Park begins this Saturday at Community Park.

Council Member Bucci congratulated Bernie Nillo who was named the Volunteer of the Year and all the nominees. He stated that Book of Life would be the featured movie this Saturday for Movies in the Park to benefit Relay for Life.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

Alicia Marquez Gonzales of the Newark National Little League requested that the City Council reconsider the limit on fireworks booths for nonprofits. She stated that the Little League would like to be eligible for a fireworks booth for fundraising purposes.

Mayor Nagy asked staff to research the matter.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of May 15, 2015.

City Clerk Harrington read the Register of Audited Demands: Check numbers 104669 to 104787.

Council Member Freitas moved, Council Member Collazo seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

M.1 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(a), Anticipated Litigation (1 case) – from City Attorney Benoun.

M.2 Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated

representatives: Human Resources Director Abe and Assistant City Manager Grindall; Employee Groups: the Newark Police Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group – from City Attorney Benoun and Human Resources Director Abe.

At 9:27 p.m. the City Council recessed to a closed session.

At 9:41 p.m. the City Council convened in closed session.

At 11:07 p.m. the City Council reconvened in open session with all Council Members present.

City Attorney Benoun announced for Closed Session M.1, the City Council authorized and directed City staff to extend a confidential settlement offer to a potential litigant. The approval action, voting tally, and substance of the agreement will be disclosed to any person upon inquiry if the potential litigant accepts the settlement offer and the settlement becomes final.

N. ADJOURNMENT

At 11:07 p.m. Mayor Nagy moved, Council Member Freitas seconded to adjourn the City Council meeting. The motion passed, 5 AYES.

C.1 Proclaiming June as National Salvation Army Month.

(PROCLAMATION)

Background/Discussion – The Salvation Army is celebrating its 150th anniversary in 2015. June has been declared National Salvation Army Month in Newark. A member of the Salvation Army Tri-cities Corps will accept the proclamation at the City Council meeting.

C.2 Proclaiming June as Elder Abuse Awareness Month.

(PROCLAMATION)

Background/Discussion – June is Elder Abuse Awareness Month. Members of the Alameda County Adult Protective Services Agency and the District Attorney’s office will accept the proclamation at the City Council meeting.

F.1 Authorization for the Mayor to sign a quitclaim deed for the abandoned portion of Hickory Street (eastern half) north of Perrin Avenue – from Assistant Civil Engineer Fajeau. (RESOLUTION)

Background/Discussion – On May 28, 2015, the City Council adopted Resolution No. 10345 abandoning a portion (eastern half) of unimproved Hickory Street north of Perrin Avenue and reserving therefrom various public utility easements. The abandoned area is identified on previously approved Vesting Tentative Tract Map 8085, TTM-12-25, as a future wetland reserve and bioretention basin. Project conditions of approval require that a quitclaim deed be executed to complete the transfer of this abandoned right-of-way to the adjoining property owner (William Lyon Homes, Inc.) prior to the start of any construction activity. Existing utility easements, including those easements reserved with the street abandonment will remain in place.

Attachments

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign a quitclaim deed for the abandoned portion of Hickory Street (eastern half) north of Perrin Avenue.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN A
QUITCLAIM DEED FOR THE ABANDONED HICKORY
STREET RIGHT-OF-WAY (EASTERN HALF) NORTH OF
PERRIN AVENUE

WHEREAS, on May 28, 2015, the City Council adopted Resolution No.10355, abandoning a portion of Hickory Street right-of-way (eastern half) north of Perrin Avenue, and reserving therefrom public utility easements for existing utilities; and

WHEREAS, on November 29, 2012, the City Council adopted Resolution No. 10035 approving Vesting Tentative Tract Map 8085, TTM-12-25, amended with Resolution No. 10066 on February 28, 2013, for a 547-unit residential subdivision; and

WHEREAS, on May 28, 2015, the City Council adopted Resolution No. 10359 approving an architectural and site plan review for a 542-unit residential subdivision and finding that Vesting Tentative Tract Map 8085 is in substantial conformance; and

WHEREAS, condition “e” of City Council Resolution No. 10066 requires that the Hickory Street right-of-way abandoned with Resolution No. 10355 for the preservation of existing wetlands, the construction of new wetlands, and the construction of stormwater bioretention areas, be transferred by quitclaim deed to the adjoining property owner prior to the start of any construction activity; and

WHEREAS, pursuant to State of California Streets and Highways Code Section 8355 et. seq., property previously subject to a public right-of-way easement (street or highway), title to which is owned by the public entity and which is determined by the legislative body to no longer be needed by the public, may be exchanged in the manner and upon the terms and conditions approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark as follows:

1. That the City Council finds that the portion of the former Hickory Street (eastern half) right-of-way abandoned with Resolution No. 10355, as described in Exhibit A attached hereto, is no longer needed by the public.
2. That the Mayor of the City of Newark be and is hereby authorized and directed to sign a quitclaim deed to convey to William Lyon Homes, Inc., any and all rights to that portion of the former Hickory Street (eastern half) right-of-way abandoned with Resolution No. 10355, as described in Exhibit A attached hereto, excepting therefrom the rights associated with the existing public utility easements reserved with said resolution and attached hereto as Exhibits B and C.

BE IT FURTHER RESOLVED that the time and date of recording said quitclaim deed shall be left to the discretion of the City Engineer.

Recording requested by and
when recorded mail to:
Scott Hilk
William Lyon Homes
2603 Camino Ramon, #450
San Ramon, Ca 94583

QUITCLAIM DEED

The undersigned grantor(s) declare(s):
County transfer tax is \$ None. No consideration.
City transfer tax is \$ None. No consideration.
 computed on full value of property conveyed, or
 computed on full value less value of liens and
encumbrances remaining at time of sale.
 Unincorporated area; or City of Newark and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Newark, a municipal corporation

does hereby remise, release and forever quitclaim to

William Lyon Homes, Inc., a California corporation

the following described real property in the City of Newark, County of Alameda, State
of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Reserving therefrom an easement for public utility purposes along with all incidents
thereto, over, under, along and through the property described and shown on Exhibit
B, attached hereto and made a part hereof.

Further reserving therefrom an easement for public utility purposes along with all
incidents thereto, over, under, along and through the property described and shown
on Exhibit C, attached hereto and made a part hereof.

City of Newark, a municipal corporation, by:

Dated: _____, 2015

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Name (typed or printed), Notary Public in

and for said County and State

(Seal)

MAY 18, 2015
JOB NO.: 1496-021

EXHIBIT A
LEGAL DESCRIPTION
PORTION OF HICKORY STREET TO BE ABANDONED (EASTERN HALF)
NEWARK, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN AND
SO DESIGNATED ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY,
CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, IN THE
OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION
OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF NEWARK BY DEED
RECORDED AUGUST 4, 1972, IN REEL 3199, IMAGE 420 OF OFFICIAL RECORDS,
IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF SAID HICKORY STREET, SAID
POINT BEING THE SOUTHWESTERN CORNER OF SAID PARCEL OF LAND (REEL 3199,
IMAGE 420), SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF THAT
CERTAIN PARCEL OF LAND GRANTED TO THE ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BY DEED RECORDED OCTOBER 5, 1960, IN REEL
180, IMAGE 904 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY
RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID CENTERLINE OF HICKORY
STREET, NORTH $21^{\circ}48'56''$ WEST (THE BEARING OF SAID CENTERLINE BEING
TAKEN AS NORTH $21^{\circ}48'56''$ WEST FOR THE PURPOSE OF MAKING THIS
DESCRIPTION) 337.27 FEET;

THENCE, LEAVING SAID CENTERLINE, NORTH $68^{\circ}11'04''$ EAST 28.08 FEET;

THENCE, ALONG THE ARC OF A TANGENT 15.00 FEET FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF $29^{\circ}46'08''$, AN ARC DISTANCE OF 7.79
FEET;

THENCE, ALONG THE ARC OF A REVERSE 150.00 FEET FOOT RADIUS CURVE TO
THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $07^{\circ}57'12''$
EAST, THROUGH A CENTRAL ANGLE OF $01^{\circ}57'03''$, AN ARC DISTANCE OF 5.11
FEET TO A POINT ON THE EASTERN LINE OF SAID HICKORY STREET;

THENCE, ALONG SAID EASTERN LINE, SOUTH $21^{\circ}48'56''$ EAST 332.89 FEET TO A
POINT ON THE NORTHERN LINE OF SAID PARCEL OF LAND (REEL 180, IMAGE
904);

LEGAL DESCRIPTION - EXHIBIT A
PAGE 2 OF 2

MAY 18, 2015
JOB NO.: 1496-021

THENCE, ALONG SAID NORTHERN LINE, SOUTH 68°16'36" WEST 40.00 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

RIGHT OF WAY AND PUBLIC UTILITY
EASEMENT IN FAVOR OF CITY OF
NEWARK PER RE 5618, IM 745

CARGILL
PARCEL 1
315 PM 84

WILDLANDS INC.
PARCEL 1
252 PM 81

HICKORY STREET
PER "MAP OF
TOWN OF NEWARK"
17 M 10

ACFC&WCD
RE 38, IM 637

HICKORY
STREET

CITY OF NEWARK
PER RE 3199, IM 420

N68°11'04"E
28.08'

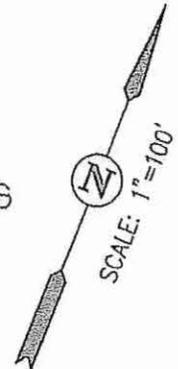
C1

N7°57'12"E(R)

C2

PORTION OF HICKORY STREET (EAST)
N21°48'56"W 337.27'
S21°48'56"E 332.89'

WILLAM LYON HOMES
2013-310645
2013-310647



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	15.00'	29°46'08"	7.79'
C2	150.00'	1°57'03"	5.11'

S68°16'36"W 40.00'
POB

ACFC&WCD
RE 180, IM 904

PERRIN AVENUE

EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PORTION OF HICKORY STREET TO BE ABANDONED (EASTERN HALF)
NEWARK, CALIFORNIA

MAY 18, 2015

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2833 CAMINO RAMON, SUITE 350

SAN RAMON, CALIFORNIA, (925) 866-0322

MAY 18, 2015
JOB NO.: 1496-021

EXHIBIT B
LEGAL DESCRIPTION
20' PUBLIC UTILITY EASEMENT RESERVATION
PORTION OF HICKORY STREET (EASTERN HALF)
NEWARK, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN AND
SO DESIGNATED ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY,
CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, IN THE
OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION
OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF NEWARK BY DEED
RECORDED AUGUST 4, 1972, IN REEL 3199, IMAGE 420 OF OFFICIAL RECORDS,
IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF SAID HICKORY STREET, SAID
POINT BEING THE SOUTHWESTERN CORNER OF SAID PARCEL OF LAND (REEL 3199,
IMAGE 420), SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF THAT
CERTAIN PARCEL OF LAND GRANTED TO THE ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BY DEED RECORDED OCTOBER 5, 1960, IN REEL
180, IMAGE 904 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY
RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF
SAID PARCEL OF LAND (REEL 180, IMAGE 904), NORTH $68^{\circ}16'36''$ EAST (THE
BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH $68^{\circ}16'36''$ EAST FOR
THE PURPOSE OF MAKING THIS DESCRIPTION) 20.00 FEET TO THE POINT OF
BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG A LINE PARALLEL WITH AND
TWENTY (20.00) FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE
EASTERN LINE OF SAID HICKORY STREET, NORTH $21^{\circ}48'56''$ WEST 337.30 FEET;

THENCE, LEAVING SAID CENTERLINE, THENCE, NORTH $68^{\circ}11'04''$ EAST 8.08
FEET;

THENCE, ALONG THE ARC OF A TANGENT 15.00 FEET FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF $29^{\circ}46'08''$, AN ARC DISTANCE OF 7.79
FEET;

THENCE, ALONG THE ARC OF A REVERSE 150.00 FEET FOOT RADIUS CURVE TO
THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $07^{\circ}57'12''$
EAST, THROUGH A CENTRAL ANGLE OF $01^{\circ}57'03''$, AN ARC DISTANCE OF 5.11
FEET TO A POINT ON THE EASTERN LINE OF SAID HICKORY STREET;

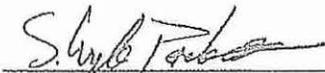
THENCE, ALONG SAID EASTERN LINE, SOUTH 21°48'56" EAST 332.89 FEET TO A POINT ON SAID NORTHERN LINE OF SAID PARCEL OF LAND (REEL 180, IMAGE 904);

THENCE, ALONG SAID NORTHERN LINE, SOUTH 68°16'36" WEST 20.00 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

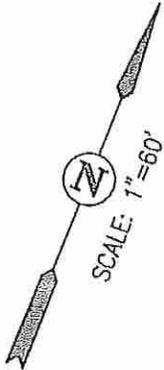
END OF DESCRIPTION





SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

CARGILL
PARCEL 1
315 PM 84



WILDLANDS INC.
PARCEL 1
252 PM 81

HICKORY STREET
17 M 10

ACFC&WCD
RE 38, IM 637

ACFC&WCD
RE 180, IM 904
EXHIBIT B

WILLIAM LYON HOMES
2013-310645



20' PUBLIC UTILITY
EASEMENT
RESERVATION

LINE TABLE		
NO	BEARING	LENGTH
L1	N68°16'36"E	20.00'
L2	N68°11'04"E	8.08'
L3	S68°16'36"W	20.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	15.00'	29°46'08"	7.79'
C2	150.00'	1°57'03"	5.11'

CITY OF NEWARK
PER RE 3199, IM 420

LEGEND

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (R) = RADIAL
- RE = REEL
- IM = IMAGE

PLAT TO ACCOMPANY LEGAL DESCRIPTION
20' PUBLIC UTILITY EASEMENT RESERVATION
PORTION OF HICKORY STREET (17 M 10)
NEWARK, CALIFORNIA
MAY 18, 2015

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

MAY 18, 2015
JOB NO.: 1496-021

EXHIBIT C
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT RESERVATION
PORTION OF HICKORY STREET (EASTERN HALF)
NEWARK, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN AND SO DESIGNATED ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF NEWARK BY DEED RECORDED AUGUST 4, 1972, IN REEL 3199, IMAGE 420 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF SAID HICKORY STREET, SAID POINT BEING THE SOUTHWESTERN CORNER OF SAID PARCEL OF LAND (REEL 3199, IMAGE 420), SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED OCTOBER 5, 1960, IN REEL 180, IMAGE 904 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND (REEL 180, IMAGE 904), NORTH $68^{\circ}16'36''$ EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH $68^{\circ}16'36''$ EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 40.00 FEET TO A POINT ON THE EASTERN LINE OF SAID HICKORY STREET;

THENCE, ALONG SAID EASTERN LINE, NORTH $21^{\circ}48'56''$ WEST 86.85 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 295.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $31^{\circ}57'05''$ EAST, THROUGH A CENTRAL ANGLE OF $16^{\circ}39'35''$, AN ARC DISTANCE OF 85.78 FEET TO A POINT ON SAID CENTERLINE OF HICKORY STREET;

THENCE, ALONG SAID CENTERLINE, NORTH $21^{\circ}48'56''$ WEST 174.95 FEET;

THENCE, LEAVING SAID CENTERLINE, NORTH $68^{\circ}11'04''$ EAST 13.02 FEET;

THENCE, SOUTH $21^{\circ}45'42''$ EAST 75.87 FEET;

THENCE, ALONG THE ARC OF A TANGENT 265.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°09'58", AN ARC DISTANCE OF 121.02 FEET TO A POINT ON SAID EASTERN LINE OF HICKORY STREET;

THENCE, ALONG SAID EASTERN LINE, SOUTH 21°48'56" EAST 57.73 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

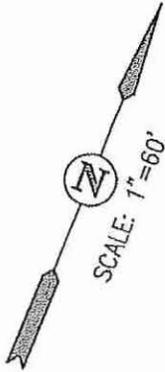
END OF DESCRIPTION



Sabrina Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

CARGILL
PARCEL 1
315 PM 84



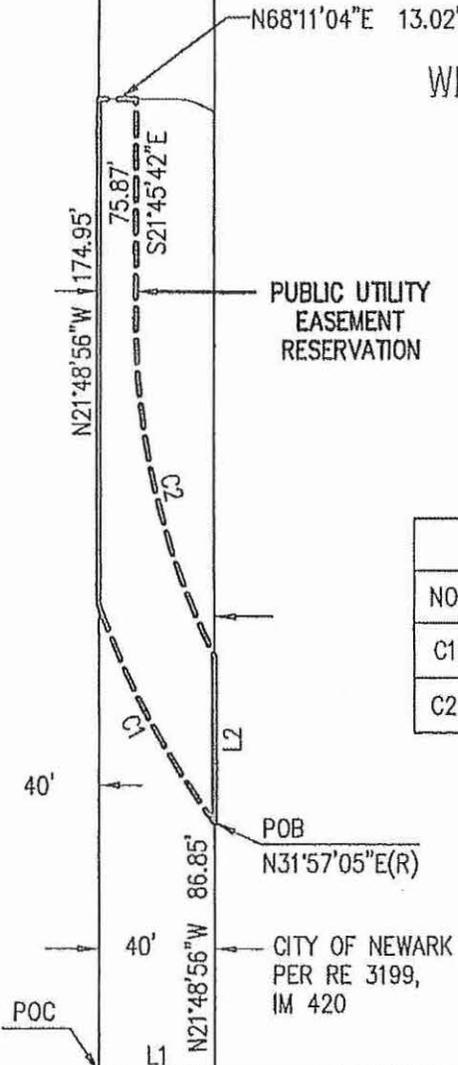
WILLIAM LYON HOMES
2013-310645

LINE TABLE		
NO	BEARING	LENGTH
L1	N68°16'36"E	40.00'
L2	S21°48'56"E	57.73'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	295.00'	16°39'35"	85.78'
C2	265.00'	26°09'58"	121.02'

HICKORY STREET
17 M 10

WILDLANDS INC.
PARCEL 1
252 PM 81



ACFC&WCD
RE 38, IM 637

ACFC&WCD
RE 180, IM 904

EXHIBIT C

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT RESERVATION
PORTION OF HICKORY STREET (17 M 10)
NEWARK, CALIFORNIA
MAY 18, 2015

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

**F.2 Authorization for the Mayor to sign an agreement with *The Tri-City Voice* for legal advertising services for Fiscal Year 2015-2016 – from City Clerk Harrington.
(RESOLUTION)**

Background/Discussion – California Government Code requires the City of Newark (City) to print legal notices in an adjudicated newspaper of general circulation. An adjudicated newspaper of general circulation does not exist in the City and the City is legally required to use an adjudicated newspaper that is published nearest the City.

The Argus and the *Tri-City Voice* are the only newspapers that currently meet the legal requirements for publishing legal notices. Both newspapers presented a quote for the same typical public hearing notice with rates that would apply for the next fiscal year. *The Argus* quoted \$60.84 resulting in \$.62 per line with a column size of .937 inches. This is a significant reduction from last year's quote of \$.78 per line. The *Tri-City Voice* quoted \$55.00 resulting in \$1.25 per line with a column size of 1.875 inches. Because the *Tri-City Voice* uses wider column sizes, it results in fewer lines that need to be printed per ad.

Staff recommends awarding the agreement to *The Tri-City Voice*.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with *The Tri-City Voice* for legal advertising services for Fiscal Year 2015-2016.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH *THE TRI-CITY VOICE* FOR LEGAL
ADVERTISING SERVICES FOR FISCAL YEAR 2015-2016

WHEREAS, California Government Code requires the City of Newark to print legal notices in an adjudicated newspaper of general circulation; and

WHEREAS, *The Argus* and *The Tri-City Voice* are the only newspapers that currently meets the legal requirements for publishing legal notices; and

WHEREAS, bases on the proposals submitted by the newspapers, staff recommends awarding the agreement to The Tri-City Voice for fiscal year 2015-2016; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby awards the agreement for legal advertising services for Fiscal Year 2015-2016 to *The Tri-City Voice* and authorizes the Mayor to sign the agreement;

BE IT FURTHER RESOLVED that this resolution supersedes previous resolutions awarding legal advertising services.

C.1 Proclaiming June as National Salvation Army Month.

(PROCLAMATION)

Background/Discussion – The Salvation Army is celebrating its 150th anniversary in 2015. June has been declared National Salvation Army Month in Newark. A member of the Salvation Army Tri-cities Corps will accept the proclamation at the City Council meeting.

C.2 Proclaiming June as Elder Abuse Awareness Month.

(PROCLAMATION)

Background/Discussion – June is Elder Abuse Awareness Month. Members of the Alameda County Adult Protective Services Agency and the District Attorney’s office will accept the proclamation at the City Council meeting.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 11TH day of JUNE, 2015 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and What's Happening Tri-City Voice ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Legal Advertising services for Fiscal Year 2015 – 2016.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. “Not to Exceed” Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

B. Method of Billing. To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
City Clerk
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. Payment. Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. Consultant’s Failure to Perform. In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant’s payment).

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee

or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement 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 Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering any auto, (Code 1), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the

Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. 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.
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. 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 Risk Manager. All insurance companies providing coverage to Consultant 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.

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, subconsultants, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant’s insurance and shall not be contribute with it. Consultant’s policy will not seek contribution from the City’s insurance or self insurance.

3. Notice of Cancellation. Each insurance policy required by this clause shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. 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 California Civil Code.

5. Self-Insured Retentions (SIR). All self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 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.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation

and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by **SHEILA HARRINGTON, CITY CLERK** of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

18. **NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

TRI-CITY VOICE

CITY OF NEWARK

Consultant

Administrator

Address: William Marshak
Tri City Voice
39737 Paseo Padre Pkwy Ste B
Fremont, CA 94538

City of Newark
Attn: City Clerk
37101 Newark Boulevard
Newark, CA 94560

19. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties’ intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

What's Happening Inc.
What's Happening/Tri-City Voice

By _____
Mayor

By 
William Marshak

Date _____

Date 6/4/2015

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

Services provided by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation, include:

1. Assistance and training of city personnel to become comfortable and utilize the ADTECH electronic submission and filing system.
2. Typeset all submissions for legal advertising in a timely and accurate manner.
3. Proofread all submissions.
4. Print and distribute approved city public notices weekly in TCV.
5. Allow timely retrieval and filing of submissions through ADTECH or local TCV office personnel.
6. Provide accurate billing and accounting of legal notice submissions.

All listed major components of service shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT B

PAYMENT

Billing by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation, include:

1. Accurate and itemized billing through The Daily Journal Corporation.
2. Instant access to billing information of all submissions through ADTECH system.
3. Services related to acceptance, assemblage, typesetting, publishing and distribution of public notices included in contract rate of \$1.25 per line per column. Refer to Information Summary for column size. This is a "not to exceed" cost for performance of these services.

Billing services shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT C
QUALIFICATIONS

What's Happening, Inc.

What's Happening, Inc. was established March 1998 and began publication of What's Happening Magazine, a full-color local monthly guide for the Tri-City Area. In January of 2002, Tri-City Voice newspaper (TCV) began distribution.

TCV has grown rapidly to include local news and information for the Greater Tri-Cities of Hayward and its environs, Fremont, Newark, Union City, Sunol and Milpitas. A unique distribution system assures wide availability through stack and rack at over 1,500 locations as well as paid subscriptions. In addition, www.tricityvoice.com offers the complete newspaper – including legal notices – online for review at no cost. Currently, this website receives over 18,000 hits per day and the number is increasing.

What's Happening, Inc. is a local company, owned and operated by Fremont residents which seeks to employ local residents as well. Currently, What's Happening, Inc. employs 32 people plus contract writers and photographers, the majority are Tri-City residents. Our office at 39737 Paseo Padre Parkway, Suite B in Fremont is the sole office of TCV and houses three trained employees to handle legal notice issues.

Since adjudication, public notices have been published without serious incident. Use of The Daily Journal Corporation ADTECH system has proven to be an efficient and accurate process to submit and publish legal notices.

The Daily Journal Corporation

The Daily Journal has long experience managing media buying services similar to those identified in the IFB's Scope of Work. Established in 1888, the company was reincorporated in 1987. As a specialist in the niche of "Government Advertising", the Daily Journal places legal advertising to meet the legal publishing requirements. It holds over 800 adjudication decrees for California newspapers and has an extensive database of newspaper contract and other specifications for immediate and efficient ad identification, ad placement and follow-up.

The Daily Journal employs 260 full-time staff members. Approximately 40 full-time staff is assigned to handling over 5,000 advertisements per month for government agencies.



1 Stephen F. Von Till, Bar No. 47217
 2 VON TILL & ASSOCIATES
 3 152 Anza Street, Suite 200
 Fremont, California 94539

4 Phone: (510) 490-1100
 5 Fax: (510) 490-1102

6 Attorneys for Petitioner
 William Marshak

FILED
 ALAMEDA COUNTY

MAY 18 2015

By *Scott Sanby*

8 SUPERIOR COURT, STATE OF CALIFORNIA

9 COUNTY OF ALAMEDA

10 In the Matter of the Petition of

Case No.: HG14716669

11 William Marshak to Have the Standing of
 12 "What's Happening's TRI-CITY VOICE"
 13 as a Newspaper of General Circulation
 14 Ascertained and Established

JUDGMENT ASCERTAINING
 AND ESTABLISHING
 NEWSPAPER AS ONE OF
 GENERAL CIRCULATION

[Gov C § 6000, et seq.]

15 _____
 16
 17 Bay Area News Group, Contestant

18
 19
 20 The verified petition of William Marshak to have the standing of "What's Happening's TRI-
 21 CITY VOICE" newspaper ascertained and established as a newspaper of general circulation, as
 22 defined in Section 6000 of the Government Code, came on regularly for hearing by the court on
 23 January 9, 2015, in Department 14 of the above-entitled court. Petitioner appeared by his attorney
 24 Stephen F. Von Till of Von Till & Associates. Contestant, Bay Area News Group, appeared by Duffy
 25 Carolan of Jassy Vick Carolan LLP.
 26

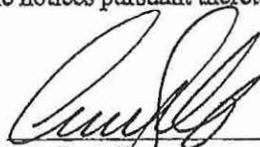
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Evidence, both oral and documentary, was introduced on behalf of William Marshak and the "What's Happening's TRI-CITY VOICE" newspaper. The matter was argued and submitted for decision.

On proof made to the satisfaction of the court, the court hereby renders judgment as follows:

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, that the newspaper "What's Happening's TRI-CITY VOICE" is a newspaper of general circulation for the City of Fremont, County of Alameda, State of California, as defined in Government Code section 6000, et seq., of the California Government Code; said newspaper meets the requirements of Government Code section 6000, et seq., and is entitled to publish public notices pursuant thereto.

Dated: MAY 1⁸ 2015



Evelio Grillo
Judge of the Superior Court

Approved as to form:

Duffy Carolan
Jassy Vick Carolan LLP
Attorneys for Contestant
Bay Area News Group



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mello Insurance Service 4559 Mattos Drive P.O. Box 429 Fremont CA 94536	CONTACT NAME: House
	PHONE (A/C, No, Ext): (510) 790-1118 FAX (A/C, No): (510) 790-6153 E-MAIL ADDRESS:
INSURED What's Happening, DBA: Tri-City Voice 39737 Paseo Padre Pkwy. Fremont CA 94538	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Property Casualty
	INSURER B: Mercury Insurance Group
	INSURER C: State Compensation Insurance
	INSURER D: Bliss & Glennon Inc
	INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

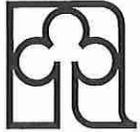
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	I6607773B28A14	6/9/2014	6/9/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ EXCLUDED
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CCA0012201	5/19/2015	5/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	9112538-14	9/20/2014	9/20/2015	WC STATUTORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		MEP10640-14	8/15/2014	8/15/2015	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Newark, its officers, officials, employees and volunteers are named as additional insured as respects liability arising out of work or operations performed by or on behalf of Tri-City Voice/What's Happening or automobiles owned, leased, hired, or borrowed by Tri-City Voice/What's Happening.

CERTIFICATE HOLDER City of Newark 37101 Newark Blvd Newark, CA 94560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gene Mello/C1

L. Appropriations



City of Newark

MEMO

DATE: May 29, 2015

TO: City Council

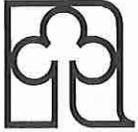
FROM: Sheila Harrington, City Clerk

SUBJECT: Approval of Audited Demands for the City Council Meeting of June 11, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
May 22, 2015	Pages 1	104788 to 104835	Inclusive
May 29, 2015	Pages 1	104836 to 104878	Inclusive



City of Newark

MEMO

DATE: May 29, 2015
TO: Sheila Harrington, City Clerk
FROM: Susie Woodstock, Administrative Services Director *SW*
SUBJECT: Approval of Audited Demands for the City Council Meeting of June 11, 2015.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

Final Disbursement List. Check Date 05/22/15, Due Date 05/31/15, Discount Date 05/31/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104788	7922	AARP ATTN ANNETTE PAREDES	05/22/15	140.00	MATURE DRIVING COURSE
104789	344	ALAMEDA COUNTY WATER DISTRICT	05/22/15	35,769.03	FY14-15 WATER CHARGES
104790	14	ALPINE AWARDS INC	05/22/15	2,658.98	T-SHIRTS
104791	348	AT&T	05/22/15	284.68	ANNUAL TELECOM FY2014-15
104792	1085	AT&T	05/22/15	38.75	LONG DISTANCE FY2014-15
104793	381	BAY AREA NEWS GROUP EAST BAY	05/22/15	498.00	FULL PAGE AD
104794	1905	BAY EQUIPMENT AND REPAIR	05/22/15	85.00	EQUIPMENT REPAIR
104795	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	05/22/15	375.00	BLDG PERMIT MAINTENANCE AND SUPPORT
104796	5337	CDW GOVERNMENT INC	05/22/15	163.16	UB REPLACEMENT KEYBOARD TRAY FOR REPORT
104797	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	05/22/15	698.82	FUEL
104798	10970	COCA COLA REFRESHMENTS UNION CITY SALES	05/22/15	232.09	CAFE PURCHASES
104799	10649	JOHN WALKER	05/22/15	706.40	PARTIAL PLAN CHECK FEE RTN
104800	10793	JESUS SUAREZ	05/22/15	300.00	RENTAL DEPOSIT RTN
104801	10793	HILL PHYSICIANS MEDICAL GROUP	05/22/15	100.00	RENTAL DEPOSIT RTN
104802	41	DALE HARDWARE	05/22/15	138.34	MISC. SUPPLIES
104803	63	THE GOODYEAR TIRE & RUBBER CO	05/22/15	673.95	FY14-15 TIRE PURCHASES (MARCH-JUNE)
104804	11030	E POLY STAR INC	05/22/15	1,137.66	TRASH BAGS
104805	5767	FREMONT PARK GOLF COURSE	05/22/15	162.50	RECREATION CONTRACT
104806	10857	FREMONT TILE & CARPET LLC	05/22/15	9,641.00	CARPET REPLACEMENT
104807	11123	I PIZZA	05/22/15	1,655.80	CAFE PIZZAS
104808	865	JOINT VENTURE-SILICON VALLEY NETWORK	05/22/15	1,000.00	PUBLIC INVESTMENT
104809	9904	CYNTHIA M KIRBY	05/22/15	600.00	POLYGRAPH TEST SERVICES FOR POLICE SERVI
104810	711	LEXISNEXIS	05/22/15	160.00	LEGAL ONLINE RESOURCE
104811	9029	MEYERS NAVE RIBACK SILVER & WILSON	05/22/15	667.50	LITIGATION AND CONSULTING SERVICES
104812	6	KAREN MORALDA	05/22/15	225.00	SUMMER DAY CARE/ASH ST ADVANCE
104813	11048	MURPHY, PEARSON, BRADLEY & FEENEY	05/22/15	1,946.55	LEGAL CONSULTING
104814	10865	NEW IMAGE LANDSCAPE	05/22/15	11,954.00	PROJECT 1007C LANDSCAPE MAINT PROJECT
104815	324	NEWARK CHAMBER OF COMMERCE	05/22/15	1,344.00	STATE OF THE CITY LUNCHEON, APRIL 16, 20
104816	11089	NEWPARK AUTO SERVICE	05/22/15	342.20	SMOG CHECK AND VEHICLE REPAIRS
104817	1520	OAKLAND AUDIO-VISUAL SERVICE INC	05/22/15	2,222.00	AUDIO/VISUAL SERV-SOTC ADDRESS
104818	349	PACIFIC GAS & ELECTRIC	05/22/15	39,229.79	FY14-15 STREET/TRAFFIC LIGHT ENERGY
104819	10709	PARS LIGHTING PRODUCTS CO	05/22/15	950.96	FY14-15 LIGHT DIFFUSER REPLACEMENT
104820	2460	PERS LONG-TERM CARE PROGRAM	05/22/15	67.54	PAYROLL PREMIUMS
104821	10668	PRUDENTIAL OVERALL SUPPLY	05/22/15	1,314.41	FY14-15 MATS/TOWELS/UNIFORMS
104822	4346	QUALITY SIGN & BANNER	05/22/15	208.56	SIGNAGE
104823	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	05/22/15	567.00	Legal fees for 2015 labor negotiations
104824	11283	DOMINGO REYNOLDS	05/22/15	54.50	RECREATION CONTRACT
104825	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	05/22/15	3,100.53	SUPPLIES FOR SUMMER DAY CARE AND ASH STR
104826	112	WILLE ELECTRICAL SUPPLY CO INC	05/22/15	244.14	MISC ELECTRICAL SUPPLIES
104827	3237	SIERRA PACIFIC TURF SUPPLY INC	05/22/15	189.24	DOLOMARK FIELD CHALK
104828	377	SIMON & COMPANY INC	05/22/15	1,833.59	LEGISLATIVE SERVICES
104829	40	STAPLES ADVANTAGE DEPT LA	05/22/15	2,371.58	OFFICE SUPPLIES
104830	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	05/22/15	135.00	PAYROLL WITHHOLDING
104831	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	05/22/15	150.00	PAYROLL WITHHOLDINGS
104832	679	TARGET SPECIALTY PRODUCTS	05/22/15	47.98	DRUM PUMP
104833	135	TURF & INDUSTRIAL EQUIPMENT CO	05/22/15	6,238.00	FERTILIZER SPREADER REPAIR PARTS
104834	7517	U S FOODS INC SAN FRANCISCO	05/22/15	590.37	CAFE PURCHASES
104835	5050	WEST COAST ARBORISTS INC	05/22/15	12,022.25	STREET/PARK TREE PRUNING
Total				145,235.85	

Final Disbursement List. Check Date 05/29/15, Due Date 06/08/15, Discount Date 06/08/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104836	10658	4LEAF INC	05/29/15	5,760.00	BLDG INSP. SERVICES
104837	149	ASSOCIATION OF BAY AREA GOVERNMENTS FINA	05/29/15	9,035.00	ABAG DUES FY 15/16
104838	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	05/29/15	445.00	BACKGROUND CHECKS
104839	1774	AIRGAS USA, LLC	05/29/15	48.45	FY14-15 WELDING SUPPLIE
104840	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	05/29/15	147.39	LATENT PRINTS
104841	287	TREASURER OF ALAMEDA COUNTY GREGORY J AH	05/29/15	1,335.00	CRIME LAB FEES
104842	284	TREASURER OF ALAMEDA COUNTY INFORMATION	05/29/15	4,586.27	AWS ACCESS FEES
104843	5821	ALL CITY MANAGEMENT SERVICES, INC	05/29/15	3,471.30	CROSSING GUARD SVCS
104844	4391	THE ARGUS EAST BAY CIRCULATION	05/29/15	103.35	JUNE SUBSCRIPTION
104845	381	BAY AREA NEWS GROUP EAST BAY	05/29/15	986.72	LEGAL NOTICE FOR 2015 WEED ABATEMENT PRO
104846	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	05/29/15	19,546.50	PLAN CHECK REVIEW FEES FOR pc# 032-15
104847	10261	CARBONIC SERVICE	05/29/15	113.36	POOL CHEMICALS
104848	33	CENTRAL TOWING & TRANSPORT LLC	05/29/15	255.00	FY14-15 TOWING
104849	6304	CLASSIC GRAPHICS T & J LEWIS INC	05/29/15	850.74	VEHICLE REPAIR
104850	11076	CRIME SCENE CLEANERS INC	05/29/15	65.00	OFFICER UNIFORM DAMAGE
104851	1558	CALIFORNIA RESERVE PEACE OFFICERS ASSOCI	05/29/15	270.00	RESERVE ASSOC DUES
104852	10478	EUGENE'S HOME APPLIANCE SERVICE	05/29/15	155.58	FY14-15 APPLIANCE REPAIRS
104853	522	FEDEX	05/29/15	15.64	PACKAGE DELIVERY
104854	1120	FORENSIC ANALYTICAL SCIENCES, INC	05/29/15	146.00	LAB TESTS
104855	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	05/29/15	460.00	BUS TRANSPORT FOR CHILD CARE TRIP 5/15/1
104856	11157	JASON GERMANO	05/29/15	200.00	RESERVE UNIF ALLOWANCE
104857	1591	PHILIP H HOLLAND	05/29/15	200.00	RESERVE UNIF ALLOWANCE
104858	7593	BRUCE HOWCROFT	05/29/15	200.00	RESERVE UNIF ALLOWANCE
104859	11123	I PIZZA	05/29/15	530.50	CAFE PIZZAS
104860	293	LANGUAGE LINE SERVICES INC	05/29/15	117.73	INTERPRETATION SVCS
104861	7697	THE LIFEGUARD STORE INC	05/29/15	88.00	POOL EQUIPMENT
104862	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	05/29/15	1,705.00	FY14-15 JANITORIAL SERVICES
104863	324	NEWARK CHAMBER OF COMMERCE	05/29/15	534.36	LUNCH FOR CHOIR AT STATE OF THE CITY ADD
104864	11089	NEWPARK AUTO SERVICE	05/29/15	909.00	VEHICLE REPAIR
104865	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	05/29/15	484.00	PEST CONTROL
104866	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	05/29/15	122.05	PRINT JOB FOR SPECIFICATIONS FOR PROJECT
104867	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	05/29/15	686.88	VEHICLE CHANGE OVER
104868	9811	REDFLEX TRAFFIC SYSTEMS	05/29/15	46,912.00	REDLIGHT CAMERA MONITORING
104869	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	05/29/15	12,108.00	LEGAL CONSULTING AND SERVICES
104870	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	05/29/15	110.90	SUPPLIES FOR SUMMER DAY CARE AND ASH STR
104871	112	WILLE ELECTRICAL SUPPLY CO INC	05/29/15	1,524.76	MISC ELECTRICAL SUPPLIES
104872	11223	SOUTHERN COMPUTER WAREHOUSE INC	05/29/15	1,842.60	HP POE SWITCHES FOR VOIP PROJECT (INITIA
104873	40	STAPLES ADVANTAGE DEPT LA	05/29/15	1,926.09	OFFICE SUPPLIES
104874	1765	TEMPERATURE TECHNOLOGY INC	05/29/15	1,088.69	HVAC REPAIR
104875	11262	AMY TEO	05/29/15	98.50	RECREATION CONTRACT
104876	135	TURF & INDUSTRIAL EQUIPMENT CO	05/29/15	571.82	FY14-15 MOWER & AMT PARTS AND REPAI
104877	5623	VERIZON WIRELESS	05/29/15	254.77	PURCHASE OF IPADS/ IPAD SERVICE
104878	340	WITMER-TYSON IMPORTS	05/29/15	1,000.22	K9 TRAINING/SUPPLIES
Total				121,012.17	