

# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: [city.clerk@newark.org](mailto:city.clerk@newark.org)

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

## AGENDA

Thursday, May 10, 2018

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the City Council meetings of April 19 and April 26 2018. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Proclaiming May 20-26, 2018, as National Public Works Week. (PROCLAMATION)
  
  - C.2 Proclaiming May 20-26, 2018, as National Emergency Medical Services Week. (PROCLAMATION)
  
  - C.3 Proclaiming May 13-19, 2018, as National Police Week. (PROCLAMATION)
  
- D. WRITTEN COMMUNICATIONS
  - D.1 Design Review of four new advanced manufacturing buildings at 7380 Morton Avenue, location of the former Morton Salt Plant – from Associate Planner Mangalam. (RESOLUTION)
  
- E. PUBLIC HEARINGS

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.4 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 an agreement with the *Tri-City Voice* for legal advertising services for Fiscal Year 2018-2019 – from City Clerk Harrington. (RESOLUTION)**
  
- F.2 Acceptance of work with SpenCon Construction, Inc. for 2018 Citywide Accessible Pedestrian Curb Ramps, Project 1167 – from Senior Civil Engineer Tran. (RESOLUTION)**
  
- F.3 Acceptance of work with G. Bortolotto & Company, Inc. for the 2017 Asphalt Concrete Street Overlay Program, Project 1141 – from Senior Civil Engineer Tran. (RESOLUTION)**
  
- F.4 Authorization for the City Manager to sign Task Order No. 1 with St. Francis Electric, LLC, for additional traffic signal and street light maintenance services – from Public Works Director Fajeau. (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 May 10, 2018. (MOTION)**

**M. CLOSED SESSIONS**

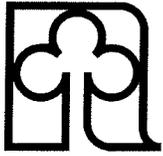
**M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Timothy Jones v. City of Newark*, Workers Compensation Appeals Board, Claim # 160300120 – from City Attorney Benoun and Human Resources Director Abe.**

**M.2 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Hamilton v. City of Newark*, Alameda County Superior Court, Case No. RG17867662 – from City Attorney Benoun.**

**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, 5<sup>th</sup> 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.  
City Council Chambers

## AGENDA

Thursday, May 10, 2018

### CITY COUNCIL:

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

### CITY STAFF:

John Becker  
City Manager  
  
Terrence Grindall  
Assistant City Manager  
  
Susie Woodstock  
Administrative Services Director  
  
Sandy Abe  
Human Resources Director  
  
Soren Fajeau  
Public Works Director  
  
Michael Carroll  
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:

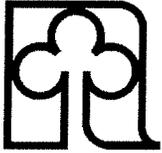
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|-------------------------------------|-------------------------|
| A. ROLL CALL                        | I. COUNCIL MATTERS      |
| B. MINUTES                          | J. SUCCESSOR AGENCY     |
| C. PRESENTATIONS AND PROCLAMATIONS  | K. REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS           | L. ORAL COMMUNICATIONS  |
| E. PUBLIC HEARINGS                  | M. APPROPRIATIONS       |
| F. CITY MANAGER REPORTS             | N. CLOSED SESSION       |
| G. CITY ATTORNEY REPORTS            | O. 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](http://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.



# CITY OF NEWARK CITY COUNCIL

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**SPECIAL MEETING**

**City Administration Building  
6:30 p.m.  
City Council Chambers**

## Minutes

**Thursday, April 19, 2018**

### A. ROLL CALL

Mayor Nagy called the meeting to order at 6:39 p.m. Council Members Collazo, Freitas, Bucci, and Vice Mayor Hannon were present.

### B. **Acceptance of the conceptual design for the new Civic Center and authorizing Heller Manus Architects, the project architect, to proceed with the development of the Bridging Documents.**

**RESOLUTION NO. 10770**

Chief Building Official/City Architect Collier and representatives from Heller Manus Architects, Thuilot Associates, Safdie Rabines Architects, and McClaren, Wilson & Lawries, Inc presented the site master plan, the site landscape design, the city administration building, library building, police building, and the existing library changes. Slight modifications were highlighted such as the change to the paver and concrete design, the addition of a canopy to the entrances, and the removal of the partition wall between the entrance city administration building lobby and the Council Chambers lobby.

The City Council requested root barriers to prevent damage from the new trees, the removal of the secondary entrance to the City Administration Building, and for staff to consider a moveable divider wall between the two large seminar rooms in the library.

In response to Council questions, Library Branch Manager Stoner stated that they selected the seminar room sizes to provide flexibility for a variety of activities.

Chief Building Official/City Architect Collier estimated the cost of construction as follows:

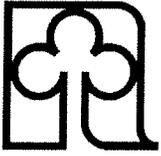
City Administration Building	\$16,500,000
Library	\$17,400,000
Police Department Building	\$15,000,000
Police Annex (existing library)	\$ 2,500,000
Site Work and Demolition	\$11,600,000
Sub Total Construction Estimate	\$63,000,000
Soft Costs and City Generated Improvements	\$10,400,000
Grand Total Estimated Cost of Project	\$73,400,000
Budget	\$74,000,000

Chief Building Official/City Architect Collier stated that he anticipated that the design/build contract would be awarded in January 2019, construction would begin in August 2019, the new buildings would be occupied by December 2020, and the project completed by Summer 2021.

Vice Mayor Hannon moved, Council Member Collazo seconded to accept the conceptual design of the new Civic Center with the amendments to remove the secondary entrance to the City Administration Building near the council chambers and to consider a moveable partition wall between two of the seminar rooms in the library and authorize Heller Manus Architects to proceed with the development of the bridging documents in preparation for soliciting construction proposals from selected design/build firms, Project 1188. The motion passed, 5 AYES.

**C. ADJOURNMENT**

Mayor Nagy adjourned the meeting at 7:41 p.m.



# CITY OF NEWARK CITY COUNCIL

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

## Minutes

Thursday, April 26, 2018

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:34 p.m. Present were Council Members Collazo, Freitas, Bucci and Vice Mayor Hannon.

### B. MINUTES

#### B.1 Approval of Minutes of the City Council meeting of April 12, 2018.

**MOTION APPROVED**

Council Member Collazo moved, Vice Mayor Hannon seconded, to approve the minutes. The motion passed, 5 AYES.

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Presentation by the Farmers and Farmerettes Square Dance Club.

Don Baker and representatives from the Farmers and Farmerettes presented contributions to the Newark Betterment Corporation to be used for Graffiti Abatement, K9, and Meals on Wheels.

#### C.2 Proclaiming May as National Water Safety Month.

Mayor Nagy presented the proclamation to Aquatics Coordinator Samantha Fallon.

#### C.3 Proclaiming May 3, 2018, as National Day of Prayer.

Mayor Nagy presented the proclamation to Pastor Emeritus Ed Moore.

#### C.4 Proclaiming April 2018 as Fair Housing Month in Newark.

Mayor Nagy presented the proclamation to Tim Ambrose and Will Doerlich of the Bay East Association of REALTORS ®.

### D. WRITTEN COMMUNICATIONS

### E. PUBLIC HEARINGS

**E.1 Hearing to consider property owners’ objections to the 2018 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances. MOTION APPROVED**

City Manager Becker gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 7:51 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 7:52 p.m.

Vice Mayor Hannon moved, Council Member Bucci seconded to, by motion, act upon any objections by property owners to the 2018 Weed Abatement Program, and instruct the Superintendent of Streets to abate the public nuisances. The motion passed, 5 AYES.

**E.2 Hearing to consider approval of the NewPark Place Specific Plan and an Addendum to the General Plan Tune Up Draft Program Environmental Impact Report addressing and disclosing the Environmental Impacts of the NewPark Place Specific Plan. RESOLUTION NO. 10771-10772**

Assistant City Manager Grindall stated that the NewPark Place Specific Plan focuses on revitalizing the Greater NewPark area into a mixed-use destination. NewPark Mall remains the retail focus and the Specific Plan allows for development of up to 1,519 apartment units, 367 hotel rooms, and up to 500,000 square feet of office development.

Ron Sissen, David Masenten, and Ryan Call from the consultant team, presented the design overview (presentation on file with City Clerk) and outlined benefits to the City.

In response to Council Member Bucci, Assistant City Manager Grindall stated that streets could be renamed as individual projects moved forward.

Mayor Nagy opened the public hearing at 8:18 p.m.

Eric Dinenberg of Rouse (Brookfield) Properties, stated that they have put together a project team and are ready to start the site development process as soon as the plan is approved.

Mayor Nagy closed the public hearing at 8:24 p.m.

Council Member Freitas moved, Council Member Bucci seconded to by resolutions: (1) approve an Addendum to the General Plan Tune Up Draft Program Environmental Impact Report addressing and disclosing the Environmental Impacts of the NewPark

Place Specific Plan and (2) approve the NewPark Place Specific Plan. The motion passed, 5 AYES.

## **F. CITY MANAGER REPORT**

Council Member Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Item F.1, that the resolution be numbered consecutively, and that reading of the title suffice for adoption of the resolution. The motion passed, 5 AYES.

### **CONSENT**

- F.1 Authorizing the replacement of three Automatic License Plate Recognition (ALPR) systems and declaration of Neology as the single source vendor. RESOLUTION NO. 10773**

### **NONCONSENT**

- F.2 Authorizing the Mayor to sign a Contractual Services Agreement with Rhoades Planning Group to conduct the Old Town Specific Plan, Streetscape Design and Project Schematic Design and approval of a budget amendment. RESOLUTION NO. 10774 CONTRACT NO. 18007**

Assistant City Manager Grindall recommended an agreement with Rhoades Planning Group to prepare the Old Town Specific Plan, Streetscape Design, and Project Schematic Design project. This project will guide the transformation of the Old Town area into a mixed use area with ground floor retail and residential above.

The City Council discussed providing bilingual outreach materials, consider including an archway in the project, and requested that staff provide a project timeline.

Council Member Bucci moved, Council Member Collazo seconded to, by resolution, authorize the Mayor to sign a Contractual Services Agreement with Rhoades Planning Group, and amending the 2016-2018 Biennial Budget for Fiscal Year 2017-2018. The motion passed, 5 AYES.

- F.3 Update on the Draft 2018-2020 Capital Improvement Plan with project funding recommendations. INFORMATIONAL**

Public Works Director Fajeau gave an overview of staff recommendations for project funding by funding source categories (presentation on file with City Clerk).

In response to City Council comments, Public Works Director Fajeau will review the suggestions of adding: traffic system preemptions, bathroom upgrades at Community Center Park, and a snack shack at Sportsfield Park.

This item was informational only, no action was taken.

**F.4 Consider opposing a potential State Ballot Measure known as the Tax Fairness, Transparency, and Accountability Act of 2018.**

**RESOLUTION NO. 10775**

City Manager Becker stated that The Tax Fairness, Transparency, and Accountability Act of 2018 (Initiative) may be considered as a State ballot measure at the November election. The Initiative would change how state and local governments impose taxes, fees, and other charges. If approved, the Initiative would be applied retroactively to January 1, 2018 and may void any local measures that do not meet the new regulation.

Council Member Collazo moved, Vice Mayor Hannon seconded to, by resolution, oppose The Tax Fairness, Transparency, and Accountability Act of 2018. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**G.1 Claim of James Ferris.**

**MOTION APPROVED**

City Attorney Benoun gave the staff report recommending denial of the claim.

Council Member Freitas moved, Council Member Collazo seconded to, by motion, deny the claim and authorize staff to inform the claimant of such denial. The motion passed, 5 AYES.

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

**I.1 Appointment to the Senior Citizen Standing Advisory Committee.**

**RESOLUTION NO. 10776**

Mayor Nagy recommended the appointment of Stanley Keiser to a two year term on the Senior Citizen Standing Advisory Committee.

Vice Mayor Hannon moved, Council Member Collazo seconded to, by resolution, appoint Stanley Keiser to a two year term on the Senior Citizen Standing Advisory Committee. The motion passed, 5 AYES.

**I.2 Consideration of City Council's summer meeting recess during the month of August 2018 .**

**MOTION APPROVED  
RESOLUTION NO. 10777**

Mayor Nagy recommended a City Council summer meeting recess in August.

Council Member Freitas moved, Council Member Collazo seconded to, by motion, approve a City Council summer meeting recess during the month of August 2018 and, by resolution, authorize the City Manager, or his designee, to take action on certain administrative matters on behalf of the City of Newark during the recess. The motion passed, 5 AYES.

Council Member Collazo stated to shop Newark and have a nice week.

Vice Mayor Hannon thanked Farmers and Farmerettes for their donation to Meals on Wheels and shared a story from his experience delivering meals.

Council Member Freitas congratulated Mayor Nagy on the State of the City speech. He attended the Viola Blythe volunteer event and noted the donations that they have received from the Newark Police Association and Alameda County firefighters.

Council Member Bucci thanked Assistant to the City Manager Laurie Gebhard for her State of the City assistance. He stated that the City did not join the Community Choice Energy and suggested that the City Council consider exploring other energy options. Mayor Nagy referred this suggestion to staff research and bring back for discussion.

**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 April 26, 2018.**

**MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 114141 to 114259.

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

**M. CLOSED SESSION**

**M.1 Conference with Legal Counsel – Anticipated Litigation  
Government Code Section 54956.9(d)(4) (Initiation of Litigation)  
Number of Potential Cases: 1**

Council Member Bucci stated that he would recuse himself from the closed session since his home is within 500 feet of the potential litigation.

At 9:40 p.m. the City Council recessed to a closed session.

At 9:49 p.m. the City Council convened in closed session in the Fifth Floor Conference Room.

At 10:28 p.m. the City Council reconvened in open session with all Council Members present, except Council Member Bucci.

City Attorney Benoun stated that the City Council directed staff to initiate a legal action. The action, the defendants, and other particulars will be disclosed once litigation is formally commenced to any person upon inquiry unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties of if disclosure at that time would jeopardize the City's ability to conclude settlement negotiations.

**N. ADJOURNMENT**

Mayor Nagy adjourned the meeting at 10:28 p.m.

**C.1 Proclaiming May 20-26, 2018, as National Public Works Week. (PROCLAMATION)**

**Background/Discussion** – May 20-26, 2018, has been designated National Public Works Week in Newark. A member of the Public Works Department will be at the meeting to accept the proclamation.

**C.2 Proclaiming May 20-26, 2018, as National Emergency Medical Services Week.  
(PROCLAMATION)**

**Background/Discussion** – May 20-26, 2018, has been designated National Emergency Medical Services Week in Newark. A member of the Alameda County Fire Department will be at the meeting to accept the proclamation.

**C.3 Proclaiming May 13-19, 2018, as National Police Week.**

**(PROCLAMATION)**

**Background/Discussion** – May 13-19, 2018 has been designated National Police Week in Newark. A member of the Police Department will be at the meeting to accept the proclamation.

**D.1 Design Review of four new advanced manufacturing buildings at 7380 Morton Avenue, location of the former Morton Salt Plant – from Associate Planner Mangalam. (RESOLUTION)**

**Background/Discussion** – Newark Industrial Partners has submitted an application for four new advanced manufacturing buildings located at 7380 Morton Avenue, location of the former Morton Salt Plant (Assessor Parcel Numbers: 537075100603, 537075100604, 092021300201, 092021300300, 092021200201, 092021100201 and 092021000201). The 29.89-acre project site is bounded by Plummer Creek and Central Avenue to the north, the existing Cargill salt plant to the south and east, and industrial uses to the west. The site is bisected by Morton Avenue and is the location of the former Morton Salt Plant (pond site to the north and plant site to the south of Morton Avenue). The project would demolish approximately 160,000 square feet of existing structures. The subject site has General Industrial (GI) designation in both the Zoning and General Plan land use map.

The subject site will be reconfigured into four lots, with buildings 1, 2 and 3 to the north and building 4 to the south of Morton Avenue. Building 1 will be approximately 161,680 square feet on a 7.71-acre lot with 183 parking spaces. Building 2 will be approximately 141,275 square feet on a 6.18-acre with 159 parking spaces. Building 3 will be approximately 76,162 square feet on a 4.85-acre lot with 138 parking spaces. Building 4 will be located to the south side of Morton Avenue with approximately 225,679 square feet in area on a 11.15-acre lot with 254 parking spaces.

The architectural design of the project includes two story lanterns of glass to accentuate the office space at the corners. Clear stories of glazing occur high on the concrete tilt up panels between the corners providing natural light deep into the spaces. Extensive glass around the corners and multiple reveals are used as an additional feature and multi-colored paint composition breaks down the scale of concrete tilt up walls.

The layout of the site was carefully designed so the loading docks are not visible from the public right-of-way. Vehicle access to both parcels would be provided by multiple driveways on Morton Avenue. The north parcel would also be accessed by a new driveway on Central Avenue. Ring roads are laid out around all the buildings to provide easy access to buildings, parking, and loading.

Extensive landscaping will be provided along the perimeter of the site and throughout all parking lots. 273 trees will be planted in addition to numerous shrubs and groundcovers. Meandering sidewalks are proposed on both sides of Morton Avenue.

A traffic study was conducted by Fehrs and Peers to identify adverse impacts of the proposed project on the surrounding transportation system and to recommend mitigation measures. The mitigation measures proposed in the report (copy attached) was accepted by Staff.

A Biological Resource Due Diligence assessment was conducted by Helix Environmental Planning to identify potential constraints related to biological resources on the site and recommendations for avoidance and minimization of potential impacts to resources. The Assessment report was accepted by Staff.

California Environmental Quality Act (CEQA)

Section 21080 of the Public Resource Code exempts from the application of CEQA those projects over which public agencies exercise only ministerial authority. This project is presented to the City Council for a ministerial design review only. Thus, it is exempt from CEQA.

Per Newark Zoning Ordinance Section 17.34.030.B, the Community Development Director may refer items directly to Planning Commission and/or City Council when in his/her opinion the public interest would be better served by having Planning Commission and/or City Council conduct the review. The Community Development Director determined that was the case for this project.

The project will provide economic benefits to the city by generating 300 to 500 full time jobs and helping to fund the construction or needed expansion of offsite capital improvements through the payment of Development Impact Fees. The estimated Development Impact Fees that the applicant will be required to pay to the City total \$2,411,936 as follows: Public Safety Impact fee - \$151,199; Community Service/Facilities Impact fee - \$108,863; Transportation Impact fee - \$1,457,558; Non-Residential Development Housing Impact fee- \$417,309; Art in Public Places and Private Development - \$127,007 and Community Development Maintenance fee - \$150,000.

**Update** – At its April 24, 2018 meeting, the Planning Commission recommended that the City Council approve, DR-18-4, Design Review for four new advanced manufacturing buildings at 7380 Morton Avenue (APNs 537075100603, 537075100604, 092021300201, 092021300300, 092021200201, 092021100201 and 092021000201).

This project is consistent with all applicable zoning standards and approval of the project is based on design review only. Staff believes that the project makes a positive addition to the community as it will redevelop underutilized land and functionally obsolete buildings into state of art buildings. Staff recommends that the City Council approve the design review for 4 new advanced manufacturing buildings.

**Attachments**

**Action** – It is recommended that the City Council approve, by resolution, DR-18-4, a Design Review for four new advanced manufacturing buildings located at 7380 Morton Avenue, the former Morton Salt Plant.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING DR-18-4, A DESIGN REVIEW FOR 4  
NEW ADVANCED MANUFACTURING BUILDINGS  
LOCATED AT 7380 MORTON AVENUE, LOCATION OF  
FORMER MORTON SALT POND SITE

WHEREAS, Newark Industrial Partners, has filed an application for a Design Review for 4 new advanced manufacturing buildings at 7380 Morton Avenue, location of former Morton Salt Plant (APNs: 537075100603, 537075100604, 092021300201, 092021300300, 092021200201, 092021100201 and 092021000201); and

PURSUANT to Newark Zoning Ordinance Section 17.34.030 B, the Community Development Director may refer items directly to Planning Commission and/or the City Council and the project was presented to the Planning Commission at its regular meeting at 7:30 p.m. on April 24, 2018 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, at its meeting on April 24, 2018, the Planning Commission of City of Newark, reviewed this said application and recommended approval of Design Review of said application to the City Council of City of Newark; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby, approves Design Review for 4 new advanced manufacturing buildings at 7380 Morton Avenue as shown on Exhibit A, pages 1 through 20.

The following regulations are reiterated from Newark Municipal Code and Newark Zoning Ordinance for clarity:

- a. No distribution or warehouse use is allowed without a conditional use permit.
- b. All storage of goods and material must be directly related to manufacturing use.
- c. No refuse, garbage or recycling shall be stored outdoors except within approved trash and recycling enclosure.
- d. Prior to the issuance of a building permit, a screening design shall be submitted to and approved by the Community Development Director. Roof equipment shall not be visible from public right of way. All equipment shall be fully screened within the context of the

building's architecture, as approved by the Community Development Director. Said screening design shall be maintained to the satisfaction of the Community Development Director. The building owner shall paint the roof equipment and the inside of its screening wall within the context of the building's color scheme and maintain the painted areas to the Community Development Director's satisfaction. If screening panels are used, they shall not exceed six feet in height unless the screens are part of the integral design elements of the building, as determined by the Community Development Director.

- e. Construction site trailers and buildings located on-site shall be used for office and storage purposes and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- f. There shall be no outdoor vending machines other than sale of newspapers. There shall be no outdoor storage of any materials for sale, display, inventory or advertisement, without the review and approval of the Community Development Director.
- g. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 8:00 p.m. and 8:00 a.m.
- h. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- i. The site and its improvements shall be maintained in a neat and presentable condition to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site cleanup. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- j. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- k. The applicant has submitted colored elevations for the review of the Planning Commission and City Council along with this application. The building elevations reflect all architectural features and projections such as roof eaves, bay windows, greenhouse windows, chimneys and porches. A site plan showing the building location with respect to property lines also shows the projections. Said elevations specify exterior materials. Prior to the issuance of a building permit, final color elevations shall be submitted for the review and approval of the Community Development Director.

- l. The applicant has submitted the floor plans for the review of the Planning Commission and City Council along with this application. Prior to the issuance of a building permit, final floor plans shall be submitted for the review and approval of the Community Development Director.
- m. Prior to the issuance of a building permit, the location and screening design for centralized garbage, refuse, organics and recycling collection areas for the project shall be submitted for the review and approval of Republic Services, Inc. and the Community Development Director, in that order.
- n. During project construction, should archeological or paleontological artifacts or remains be discovered, work in the vicinity of the find shall stop immediately until a qualified archeologist or paleontologist, as appropriate, can evaluate the site and determine the significance of the find. Project personnel shall not collect or alter cultural resources. Identified cultural resources shall be recorded on forms DPR 422 (archeological sites) and/or DPR 523 (historic resources). If human remains are found, the County Coroner shall be contacted immediately.
- o. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster. The mailbox compartments of centralized mailboxes shall identify the individual units with permanent, easily legible lettering.
- p. Prior to the issuance of a Certificate of Occupancy, all on-site parking facilities shown on the approved plans shall be installed and striped. This shall include, but not be limited to, identifying compact parking spaces and providing directional arrows as required by the Community Development Director.
- q. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted to the Community Development Director for review and approval.
- r. The applicant shall contract with a qualified, licensed geotechnical engineering firm to identify appropriate materials and methods for soil compaction and the construction of building foundations to ensure compliance with the Uniform Building Code. All recommendations contained in the geotechnical reports shall be followed by the applicant and the City of Newark during construction phases of the project.

- s. If 3 months passes subsequent to rough grading, the applicant shall hire a qualified biologist to: (1) determine if Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.
- t. Prior to the issuance of a building permit, the applicant shall pay the Development Impact Fess in effect at that time.
- u. If any condition of this Design Review be declared invalid or unenforceable by a court of competent jurisdiction, this Design Review shall terminate and be of no force, at the election of the City Council on motion.
- v. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto or, alternatively, the City will rescind the approval.
- w. The Conditions of Design Review Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The property owner is hereby further notified that the 90-day approval period in which the property owner may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the property owner fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the property owner will be legally barred from later challenging such exactions.

Police Division

- x. The development shall comply with Chapter 15.06, Security Code, of the Newark Municipal Code and Section 5.10 of the California Fire Code for radio reception.

- y. It is recommended that prior to building being occupied security cameras should be installed for both interior and exterior of the building.

#### Building Division

- z. Construction for this project, including site work and all structures, can occur only between the hours of 7:00 AM and 7:00 PM, Monday through Saturday and between the hours of 10:00 AM and 6:00 PM on Sundays and holidays. The applicant may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- aa. Each building shall be equipped with a fully automatic fire sprinkler system.
- bb. This project will require a demolition permit from both the City and the Bay Area Air Quality Control Board.
- cc. This project will require the payment of school developer fees. School developer fees are assessed and collected by the Newark Unified School District

#### Engineering Division

- dd. Prior to the issuance of a building permit, the developer shall guarantee all required off-site improvements for the project. Improvements include, but are not necessarily limited to, traffic signals at the intersection of Central Avenue and Sycamore Street, traffic signal at the intersection of Central Avenue and Morton Avenue, completion of 6-foot wide meandering sidewalk, sidewalk, street light, new City of Newark Type S driveway aprons, landscaping, irrigation, frontage screen walls, pavement marking/stripping, handicap accessible curb ramps, etc.
- ee. Prior to the issuance of a building permit the applicant shall dedicate street right-of-way to the City along the south side of Morton Avenue to remove existing boundary lines within the public right-of-way.
- ff. The development will require approval of a tentative and record parcel map in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The record map must be approved prior to the issuance of any building permits.

- gg. Prior to the issuance of a building permit on any parcel, utility easements shall be created where public utilities service a parcel are partially located on an adjoining property within the division of land. Public utilities include, but not necessarily limited to storm drain systems, sanitary sewer, water, fire lines, irrigation, telephone, communication, gas, and electrical services.
- hh. Surface drainage easements shall be created wherever drainage areas or systems cross parcel boundaries within the proposed division of land. The easements shall provide for perpetual release of surface storm water runoff onto adjoining properties as based on the proposed drainage patterns. The required easements must be created prior to the issuance of a building permit for any parcel.
- ii. Prior to the issuance of a building permit, the subdivider shall submit agreements for emergency vehicle access, reciprocal access and parking for approval by the City Engineer and City Attorney.
- jj. Prior to the issuance of a building permit, the developer shall quit claim, remove, or modify any existing easements on the property that are no longer required or conflicts with the proposed site layout. Easement modifications and removals should be performed with the parcel map for simplicity.
- kk. Prior to the issuance of the first building permit for construction of any of the identified industrial buildings, the applicant shall guarantee and implement all the mitigation measures summarized in the approved Transportation Impact Assessment Report to ensure that the City's minimum level of service at all affected intersections are maintained.
- ll. Prior to the issuance of a Certificate of Occupancy or release of utilities for any building, common vehicle access ways and parking facilities serving the proposed buildings shall be paved in accordance with the recommendation of the project geotechnical engineer based on a Traffic Index of 6.0.
- mm. Prior to issuance of a Certificate of Occupancy, the on-site drive aisle and uncovered parking facilities shall be installed and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive aisles shall be drained at a minimum slope of 1.0% for asphalt surfaces and bare earth and 0.3% for Portland cement concrete surfaces.
- nn. This site is subject to the State of California National Pollutant Discharge Elimination System (NPDES) Program General Permit for Storm Water Discharges Associated with Construction Activity. Prior to issuance of a grading permit or a building permit, the developer needs to provide evidence that the proposed site development work is covered by said General Permit for Construction Activity. This will require confirmation that a Notice of Intent (NOI) and the applicable fee were received by the State Water Resources Control Board and the submittal of the required Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the City Engineer. In addition the grading plans need to state: "All grading work shall be done in accordance with the approved Storm

Water Pollution Prevention Plan prepared by the developer pursuant to the Notice of Intent on file with the State Water Resources Control Board.”

- oo. Prior to the issuance of a grading or any building permits for this project, the developer shall submit a Stormwater Pollution Prevention Plan (SWPPP) for the review and approval of the City Engineer. The plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post construction, operational phase of the project. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) in the State of California. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into stormwater runoff from the project site including, but not limited to, low impact development stormwater treatment measures, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, loading/unloading dock maintenance, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording “No Dumping - Drains to Bay,” and other applicable practices.
- pp. The project must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include, but are not limited to: properly designed trash storage areas with roof and sanitary sewer connection, sanitary sewer connections for all non-stormwater discharges, roof over loading/unloading truck dock areas, sloping of loading/unloading truck dock area to prevent run-on, prohibiting roof downspout drainage to the loading/unloading truck dock area, loading dock design recommendations from the California Stormwater Quality BMP Handbook, Sheet SC-30, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The design is subject to review by the Regional Water Quality Control Board. The developer shall modify the site design to satisfy all elements of Provision C.3 of the MRP. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Measures Maintenance Agreement prior to the issuance of any Certificates of Occupancy.
- qq. The developer shall install full trash capture devices in all existing and proposed on and off-site storm drain inlets, including overflow catch basins within bioretention areas, on the project site and along the Morton Avenue and Central Avenue street frontages. These

trash capture devices shall be selected from a list of devices approved by the Regional Water Quality Control Board as meeting full trash capture requirements under the MRP. These devices shall be regularly cleaned and maintained by the property owner as part of the required Stormwater Treatment Measures Maintenance Agreement.

- rr. Developer shall enter into an Agreement with the City of Newark that guarantees the property owner's perpetual maintenance obligation for all stormwater treatment and trash capture measures installed as part of the project. Said Agreement is required pursuant to Provision C.3 of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049. Said permit requires the City to provide verification and assurance that all treatment measure and trash capture devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.
- ss. All stormwater treatment measures and HM controls are subject to review and approval by the Alameda County Mosquito Abatement District. The developer shall modify the grading and drainage and stormwater treatment design as necessary to satisfy any imposed requirements from the District.
- tt. Prior to the issuance of a Certificate of Occupancy, the developer shall vacuum clean and hydro flush the on and off-site storm drain system. The developer shall submit a narrated video inspection with report, from an accredited company specializing in underground construction and video inspection. The video must stop and pan around all joints, damages, etc. The video and detailed report must be submitted to the City Engineer for review and approval.
- uu. Prior to the issuance of a Certificate of Occupancy, the developer must apply for a Notice of Intent (NOI) with the State Water Resources Control Board to verify if post-construction stormwater discharges from the site are required to be permitted under the State Industrial General Permit. The developer or tenant must coordinate regular business inspections with City Engineering Staff on a yearly basis. The required Storm Water Pollution Prevention Plan (SWPPP) as part of the NOI needs to be prepared, reviewed, and implemented year around by a Qualified Industrial Storm Water Practitioner (QISP) or Qualified Stormwater Pollution Prevention Plan Developer (QSD). The developer or tenant must coordinate application for a NOI with Mr. Regan Morey, State Water Resources Control Board Engineer.
- vv. The developer shall submit a grading and drainage plan for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. This plan must be based upon a City benchmark and needs to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site pavement shall drain at a minimum of one percent. The developer shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the developer's responsibility.

- ww. Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer prior to approval of the final map. The calculations shall show that the City freeboard requirements will be satisfied (0.75 feet to grate or 1.25 feet to the top of curb under a 10-year storm duration).
- xx. Where a grade differential of more than a 1-foot is created along the boundary parcel lines between the proposed development and adjacent property, the developer shall install a masonry retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A grading permit is required by the Building Inspection Division prior to starting site grading work.
- yy. The site is within a special flood hazard area as shown on the Flood Insurance Rate Map (FIRM) for the City of Newark. It is recommended that the site redevelopment conform to the City's Flood Plain Management Ordinance and design the site to be removed from the special flood hazard area designation as shown on the FIRM.
- zz. The applicant shall submit a detailed soils report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all public and private streets. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
- aaa. The project site is located in a Seismic Hazard Zone for Earthquake Induced Liquefaction according to maps released by the State of California. The applicant shall provide a geotechnical report(s) defining and delineating any seismic hazard(s). The report shall be prepared in accordance with guidelines published by the State. The report is subject to review and approval by a City selected peer review consultant prior to Planning Commission and City Council review. The applicant shall pay for all costs related to the required peer review.
- bbb. Prior to issuance of a building permit, the developer shall submit a pavement maintenance program for the drive aisles and parking areas on the project site. The maintenance program shall be signed by the property owner and the property owner shall follow the maintenance program at the City Engineer's direction.
- ccc. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- ddd. The developer shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development immediately following approval of the tentative map.

- eee. Any proposed utility connections and/or underground work within structurally sound street pavement must be bored or jacked. Multiple open street cuts are not permitted across Morton Avenue or Central Avenue unless the affected area is scheduled for a pavement overlay or slurry seal concurrent with the site development. The developer must utilize any existing utility stub outs to the maximum extent possible.
- fff. All existing overhead utility within the development and along the fronting street rights-of-way shall be undergrounded to the nearest riser beyond the development's limits in accordance with the City of Newark Subdivision Ordinance. Undergrounding shall include all existing and proposed service drops.
- ggg. The developer shall repair and/or replace any private or public improvements damaged as a result of construction activity to the satisfaction of the City Engineer.
- hhh. The developer shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction.
- iii. The developer shall implement the following measures for the duration of all construction activity to minimize air quality impacts:
  - 1. Watering should be used to control dust generation during demolition of structures and break-up of pavement.
  - 2. All trucks hauling demolition debris from the site shall be covered.
  - 3. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
  - 4. All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
  - 5. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
  - 6. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
  - 7. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.
  - 8. Limit traffic speeds on unpaved roads to 15 mph.
  - 9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
  - 10. Replant vegetation in disturbed areas as quickly as possible.
  - 11. Minimize idling time (5 minutes maximum).
  - 12. Maintain properly tuned equipment.

- jjj. Prior to the issuance of a building permit, the property owner shall dedicate a 10-foot wide landscape easement along the Morton Avenue, directly adjacent to the right-of-way limit. The easement shall be extended to cover all contiguous landscape areas along the project frontage.
- kkk. Prior to the issuance of any building or grading permits, the developer shall enter into a Landscape Maintenance Agreement with the City of Newark. The Agreement shall cover all landscaped areas contiguous to the site's public street frontage and all visible on-site landscaping. All landscape maintenance on-site and along the project frontage shall be the responsibility of the property owner. Landscape maintenance of these areas by the City under the terms of the Agreement would occur only in the event that City Council deems the owner's maintenance to be inadequate. Any project perimeter walls and adjoining landscape areas shall be included in a dedicated landscape easement to guarantee adequate maintenance of the walls. Any work other than routine maintenance, including but not necessarily limited to, tree removal, tree pruning, or changes to the approved planting palette shall be approved in advance by the City Engineer. All tree pruning shall be performed by or under the direction of a certified arborist.
- lll. The developer shall retain a licensed landscape architect to prepare working drawings for both off-site and on-site landscape plans in accordance with City of Newark requirements, the approved Conceptual Landscape Plan, and the State of California Model Water Efficient Landscape Ordinance. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- mmm. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to the issuance of a building permit, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- nnn. The plant species identified for any proposed stormwater treatment measures are subject to final approval of the City Engineer.
- ooo. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- ppp. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- qqq. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 6 months and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant

replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

Fire Division

- rrr. Plans shall meet the requirements of the codes and standards adopted at the time of building plan submittal.
- sss. ACFD has reviewed and approved the general fire utilities design concept. Detailed design requirements will be reviewed in the Architectural plan check submittal.







Applicant:

**NEWARK INDUSTRIAL PARTNERS**

1700 S. HAMILTON AVE., STE. 200  
GARDEN CITY, CA 92648  
TEL: 978-438-8353

Project:

**MORTON COMMERCE CENTER**

MORTON AVENUE  
NEWARK, CA

Consultants:

Call: KIER & WRIGHT  
Structural:  
Mechanical:  
Plumbing:  
Electrical:  
Landscape: VISTA PARKS  
Fire Protection:  
Site Engineer:

Sheet:

Project Number: 17020  
Drawn by: JAL  
Date: 02/15/18  
Revised:

Sheet:  
**1-A3.1**

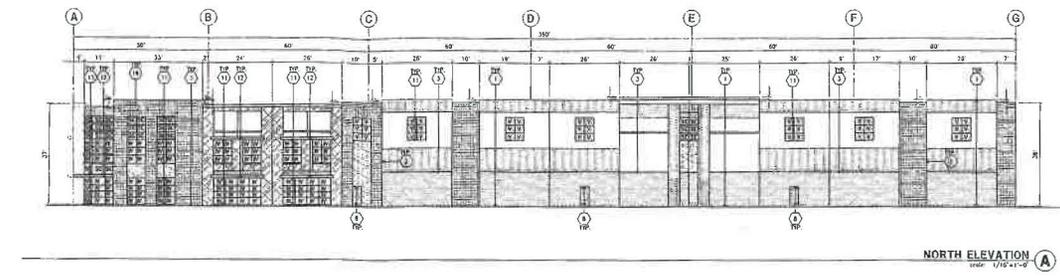
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- 2. PANEL JOINTS: ALL DETAILS TO HAVE A MAX. 1/8" GUTTER SPACING. STAIRS TO HAVE ALUMINUM FINISHING BEHIND GLASS TO PREVENT CORROSION TO STEEL FRAME. FINISH COMPLETE.
- 3. FINISH: STAIRCASE PROTECTION AT LANDING
- 4. 1/2" x 1/2" STAIRCASE DOOR TO HAVE 1/2" FINISH. FINISH COMPLETE.
- 5. FINISH: STAIRCASE PROTECTION AT LANDING
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- NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE SUPPLIED BY THE CONTRACTOR.
- 1. UNFINISHED WOOD GLAZING
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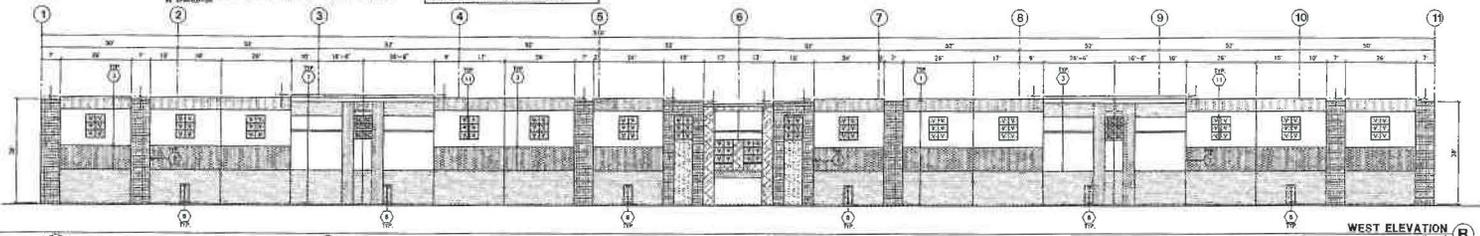
**ELEVATION COLOR LEGEND/SCHED**

1	CONCRETE, RED-UP PANEL, COLOR: SW 7008 OTRM HERE
2	CONCRETE, RED-UP PANEL, COLOR: SW 7021 OTRM HERE
3	CONCRETE, RED-UP PANEL, COLOR: SW 7022 OTRM HERE
4	CONCRETE, RED-UP PANEL, COLOR: SW 7023 OTRM HERE
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16	CONCRETE, RED-UP PANEL, COLOR: SW 7035 OTRM HERE
17	CONCRETE, RED-UP PANEL, COLOR: SW 7036 OTRM HERE
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20	CONCRETE, RED-UP PANEL, COLOR: SW 7039 OTRM HERE

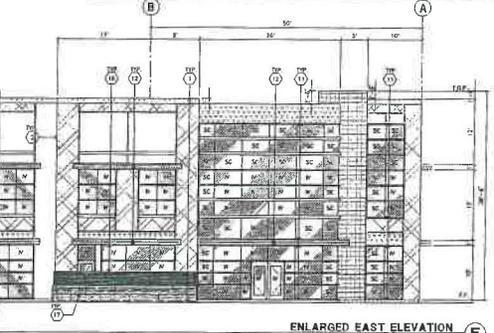
- ELEVATION GENERAL NOTES**
1. ALL PAINT COLORS CHANGES TO MATCH AT WORK CONDITIONS UNLESS NOTED OTHERWISE.
  2. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
  3. CLEAR, FULL-DEPTH FINISHING TO MATCH FINISHING.
  4. 1/2" x 1/2" FINISH FLOOR FINISHING.
  5. UNFINISHED CONSTRUCTION SHALL MATCH APPROXIMATE AND UNLESS NOTED OTHERWISE, FINISHING TO MATCH FINISHING.
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  20. UNFINISHED CONSTRUCTION SHALL MATCH APPROXIMATE AND UNLESS NOTED OTHERWISE, FINISHING TO MATCH FINISHING.



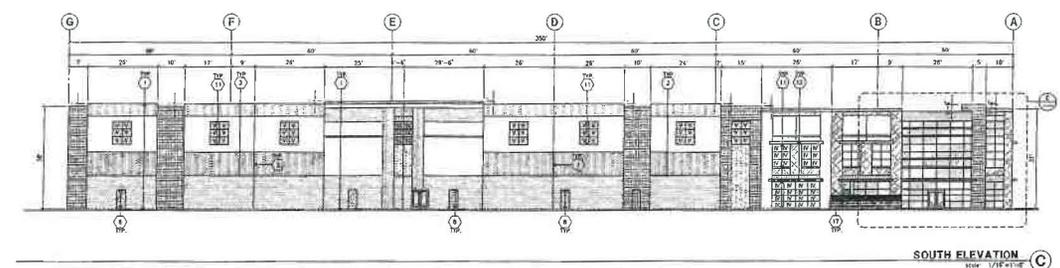
**NORTH ELEVATION**  
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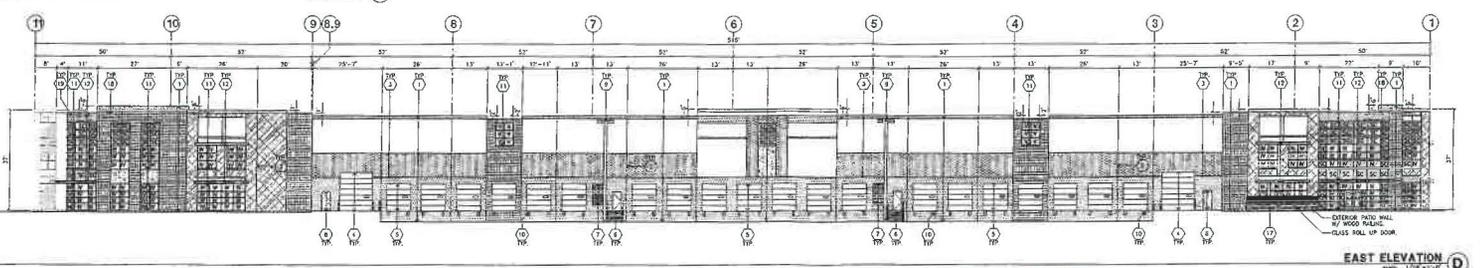
**WEST ELEVATION**  
Scale: 1/16" = 1'-0"



**ENLARGED EAST ELEVATION**  
Scale: 1/8" = 1'-0"



**SOUTH ELEVATION**  
Scale: 1/16" = 1'-0"



**EAST ELEVATION**  
Scale: 1/16" = 1'-0"

**EXHIBIT A-4**

CAUTION: IF THIS SHEET IS NOT A 36" X 48" IT IS A REDUCED PRINT













**HPA**  
 SITE PLANNING  
 10631 Borden Avenue - Ste. F100  
 Park, CO 80653  
 Tel: 303-963-1770  
 Fax: 303-963-0651  
 email: hpa@hpasite.com

**Applicant:**  
 NEWARK INDUSTRIAL PARTNERS  
 19300 S. HAMILTON AVE., STE. 209  
 GARDENA, CA 90248  
 TEL: 310-439-8263

**Project:**  
 MORTON COMMERCE CENTER  
 MORTON AVENUE  
 NEWARK, CA

**Consultants:**  
 Civil: KIER & WRIGHT  
 Mechanical:  
 Plumbing:  
 Electrical:  
 Landscape: VISTA PARKS  
 Fire Protection:  
 Soil Engineer:

**Title:** OVERALL SITE PLAN  
 Project Number: 17070  
 Drawn by: ML  
 Date: 02/15/18  
 Revision:  
 Sheet  
**4-A1.1**

- SITE PLAN GENERAL NOTES**
1. THE SITE PLAN BASED ON THE SOils REPORT PREPARED BY THE
  2. IF SLOES ARE DRAINAGE IN NATURE, USE STEEL REINFORCING FOR ALL SOIL CONCRETE
  3. ALL DRAINAGES ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR EPD URE UARD.
  4. SEE "C" DRAWINGS FOR ALL CONCRETE CURBS, OUTLETS AND FINISHES.
  5. THE GROUND PROJECT SHALL BE CONTINUOUSLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
  6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO CITY-SIDE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
  7. PROVIDE POSITIVE DRAINAGE AWAY FROM DUAL SEAL "C" ENTRANCE.
  8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL RODS/POLES. USE PLANS ARE FOR GUIDANCE AND STARTING LOCATIONS POINTS.
  9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
  10. CONCRETE "STRENGTHEN" TO BE A MINIMUM OF 4" THICK W/ REBAR AT LEAST AS A 3" ISL. CONCRETE/STRUCTURAL CODES SHALL BE A MINIMUM 15' ISL. REBAR. REINFORCEMENT TO HAVE EXISTING EXTERIOR WALLS A MINIMUM OF 15' ISL. REBAR TO BE A MINIMUM 3" DIA. REBAR.
  11. FLOOR CURBS AND FINISHES SHALL BE WITHIN OF FIVE LINES AS REQUIRED BY THE DEPARTMENT.
  12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND FINISHES OF THE IMPROVEMENTS SHALL BE SUBMITTED TO THE BOARD OF SUPERVISORS FOR REVIEW AND APPROVAL. THE BOARD OF SUPERVISORS SHALL BE ADVISED BY THE BOARD OF SUPERVISORS.
  13. FINISH TO MATCH CITY SPECIFICATIONS. THE LANDSCAPE ARCHITECT SHALL VERIFY A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEPARTMENT.
  14. ALL LANDSCAPE AND FINISHES SHALL BE A MINIMUM 15' ISL. TO BE USED IN CONFORMANCE OR AS OBTAINED FROM PUBLIC FACILITIES DEPARTMENT.
  15. ALL VERTICAL MOUNTING POLES OF COMMERCIAL SIGNAGE SHALL BE CAPPED WITH CONE.
  16. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM 3" DIA. (8" DIA) PINE CONE.
  17. ALL ROOFTOP AND GROUND EQUIPMENT TO BE SCREENED FROM PUBLIC VIEW BY ARCHITECTURAL ELEMENTS OF THE BUILDINGS OR LANDSCAPE OR OTHER EQUIPMENT.

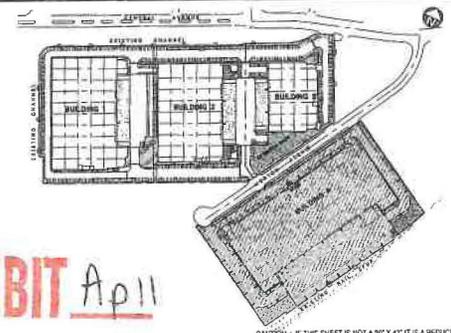
- SITE PLAN GENERAL NOTES**
- CONCRETE PARKING: 11' x 21' 6" CONCRETE
  - ASPHALT PARKING: 11' x 21' 6" ASPHALT
  - SEMI-TRUCK PARKING: 11' x 21' 6" ASPHALT
  - COMPACT PARKING: 8' x 16' 6" ASPHALT
  - LANDSCAPED AREA: 16' WIDE FIRELANE
  - PATH OF TRAVEL

- SITE PLAN KEYNOTES**
1. HEAVY BROWN BRUSH CONCRETE FINISH.
  2. ASPHALT CONCRETE (AC) FINISH.
  3. CONCRETE AS NORMAL, MEDIUM BROWN FINISH.
  4. FINISHES APPEAR TO BE COMPLETED.
  5. 4'-0" x 4'-0" REINFORCED CONCRETE EXTERIOR WALLING AND TOP AS ALL EXTERIOR WALLS SHALL BE REINFORCED WITH #4 REBAR. FINISH TO BE HEAVY BROWN BRUSH CONCRETE. FINISH TO BE HEAVY BROWN BRUSH CONCRETE. FINISH TO BE HEAVY BROWN BRUSH CONCRETE.
  6. CONCRETE WALL 1/2" HIGH CONCRETE WALL.
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**PROJECT DATA**

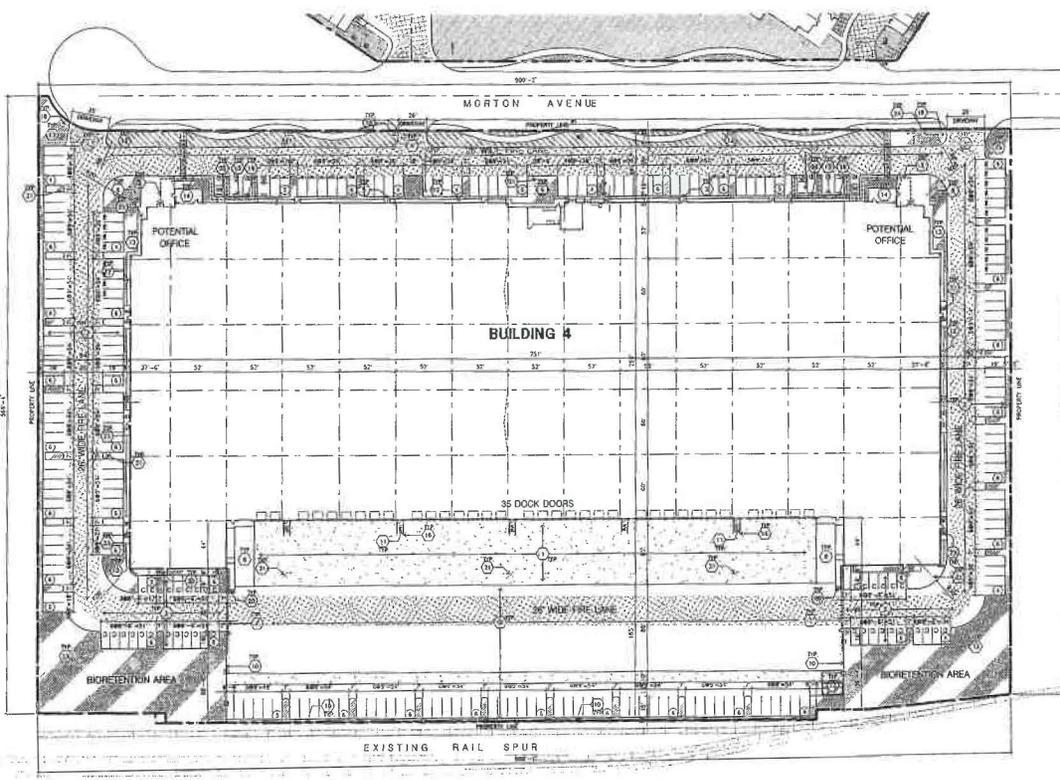
	BLDG.#
<b>SITE AREA</b>	
Bldg. F.	485,878 s.f.
SI ACRES	11.15 AC
<b>BUILDING AREA</b>	
Office (10%)	11,284 s.f.
Office Mezz.	0 s.f.
Manufacturing	214,395 s.f.
TOTAL	225,679 s.f.
<b>COVERAGE</b>	46.4%
<b>AUTO PARKING REQUIRED</b>	
Office: 1/1000 s.f.	38 stalls
Manufacturing: 1/11,000 s.f.	215 stalls
TOTAL	253 stalls
<b>AUTO PARKING PROVIDED</b>	
Standard (8' x 19')	218 stalls
Compact (6.5' x 16', 25% max.)	36 stalls
TOTAL	254 stalls
<b>LONG-TERM BICYCLE PARKING REQUIRED</b>	
1 per 30 auto parking	9 stalls
<b>LONG-TERM BICYCLE PARKING PROVIDED</b>	18 stalls
<b>ZONING ORDINANCE FOR CITY</b>	
Zoning Designation - General Industrial	
<b>MAXIMUM BUILDING HEIGHT ALLOWED</b>	
Height - more than 1,000' from R-zone - 200'	
<b>MAXIMUM FLOOR AREA RATIO</b>	
FAR - to be verified	
<b>SETBACKS</b>	
Front - 10'	
Side - 15'	
Rear - 20'	

**KEY MAP**

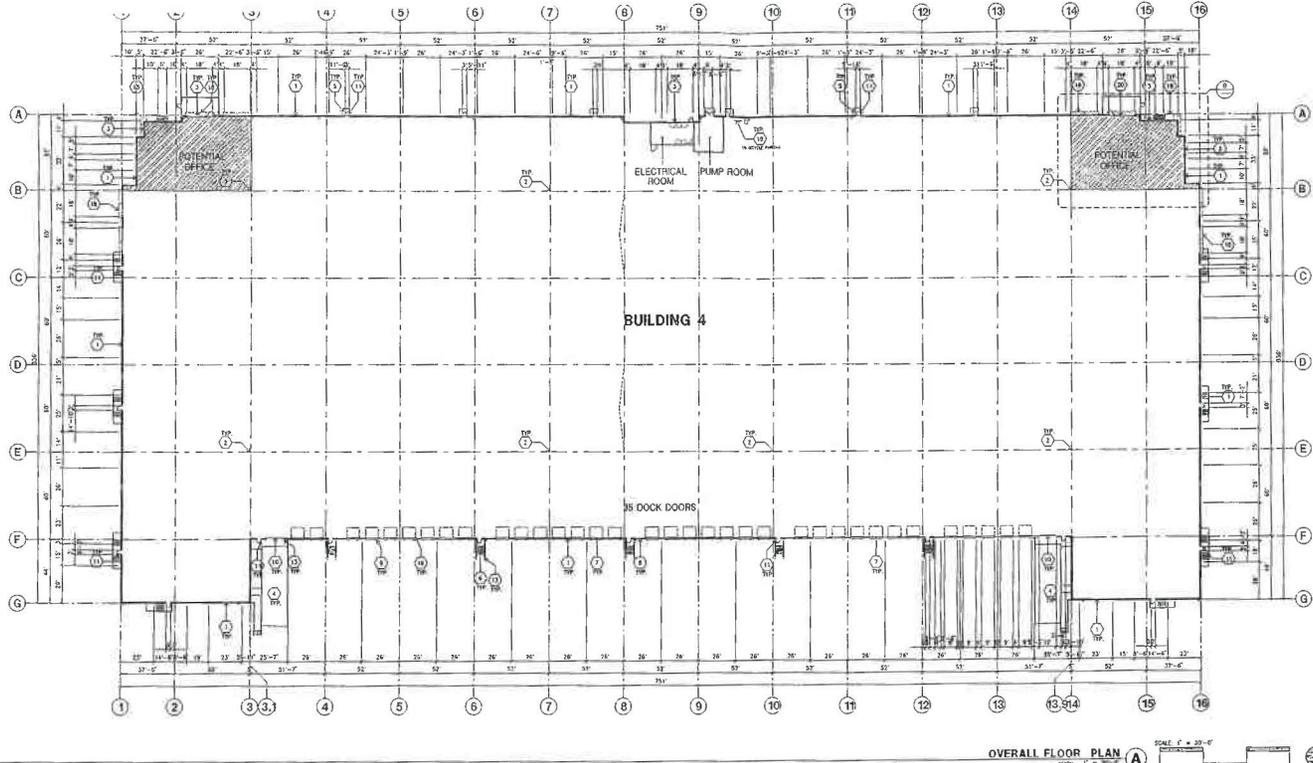


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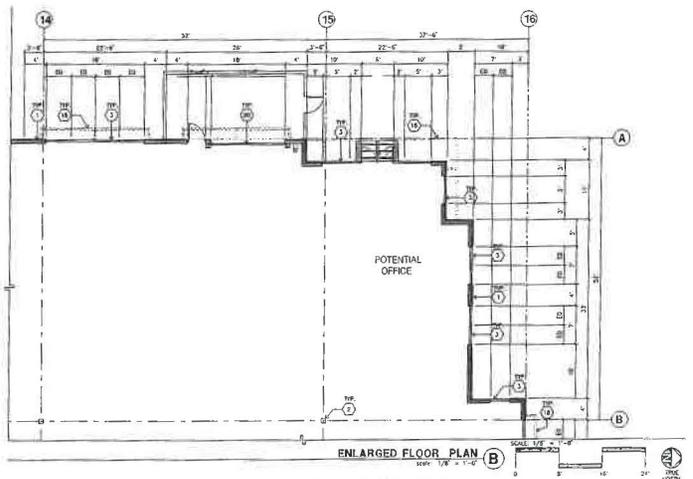
**EXHIBIT A**



**OVERALL SITE PLAN**  
 SCALE 1" = 10'-0"  
 0 40' 80' 120'



OVERALL FLOOR PLAN  
SCALE: 1" = 20'-0"



ENLARGED FLOOR PLAN  
SCALE: 1/8" = 1'-0"

**FLOOR PLAN KEYNOTES**

1. CONCRETE BUILT-UP PANEL
2. STRUCTURAL STEEL COLUMN
3. TYPICAL STRENGTHENING DETAIL WITH SLABING. SEE OFFICE BUILT-UP AND REINFORCING FOR THIS AREA AND REINFORCING DETAIL ON BUILDING. SEE OR AS SHOWN ON PLAN.
4. 1/2" x 1/4" x 1/4" TYPICAL CONCRETE REINFORCING. SEE DETAIL ON BUILDING.
5. 1/2" x 1/4" x 1/4" TYPICAL CONCRETE REINFORCING. SEE DETAIL ON BUILDING.
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15. 1/2" x 1/4" x 1/4" TYPICAL CONCRETE REINFORCING. SEE DETAIL ON BUILDING.
16. 1/2" x 1/4" x 1/4" TYPICAL CONCRETE REINFORCING. SEE DETAIL ON BUILDING.

**FLOOR PLAN GENERAL NOTES**

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAIN DOORS AT 10' MAXIMUM. SEE A SEPARATE PAGE FOR FIRE DEPARTMENT ACCESS/COMBUSTER SYSTEMS.
2. FIRE HOSE LOCATIONS SHALL BE APPROVED FOR FIRE DEPARTMENT.
3. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WORKING DRAWING CONTRACTOR SHALL PROVIDE DETAIL COORDINATE AND TO RECEIVE FINISH ONLY. SEE DETAIL ON BUILDING TO RECEIVE 1" COAT OF PAINT TO FINISH.
5. SLOPE FLOOR SLAB 1/2" TO DRAINAGE AT ALL WOODWORK ENDS. SEE "C" DRAWINGS FOR FLOOR SLAB LOCATION.
6. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GIRDER, OR FACE OF STEEL I.B.E.
7. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS/ELECTRICAL CONNECTIONS.
8. 1/2" x 1/4" x 1/4" TYPICAL CONCRETE REINFORCING. SEE DETAIL ON BUILDING. NOTE: ALL DOORS FOR DOOR SCHEDULE AND FINISH SCHEDULES.
9. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE COVERED INCLUDING CHAIRS AND TRUCKS.
10. ALL DOOR SWINGS BY HANDDOOR TO HAVE ELIMINATED EXT. SIGN PROTRUSION. CO.
11. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
12. EACH EXTERIOR DOOR SHALL BE COVERED BY A TYPICAL FIBER BOARD WITH THE BOARD LEFT. THE MORTISE JOINT FOR DOOR FRAME SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE DOOR.
13. UNWANTED ACCESSIBLE DOOR: PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE FOR ENE 1102A 1.1.1.
14. ALL ROOF MOUNTED UTILITIES SHALL BE FULLY SCREENED FROM PUBLIC VIEW. SEE A-1.1 OFFICE SECTION.

**FLOOR SLAB & POUR STRIPS REQ.**

- NOTE: NOTES ARE VERY IMPORTANT. SEE "C" DRAWINGS FOR ADDITIONAL REQUIREMENTS.
1. FLOOR CONSTRUCTION - SEE
  2. TYPICAL CONSTRUCTION - SEE
  3. REINFORCING FLOOR SLAB SEE STRUCTURAL DRAWINGS.
  4. CONTRACTOR TO PROVIDE DETAIL COORDINATE AND TO RECEIVE FINISH ONLY. SEE DETAIL ON BUILDING TO RECEIVE 1" COAT OF PAINT TO FINISH.
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**EXHIBIT A12**

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**HPA**  
ARCHITECTURE

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Applicant:

**NEWARK INDUSTRIAL PARTNERS**

19360 S. HAMILTON AVE., STE 200  
CARSON, CA 90746  
TEL: 972-429-8253

Project:

**MORTON COMMERCE CENTER**

MORTON AVENUE  
NEWARK, CA

Consultants:

Arch: KIER & WRIGHT  
Structural: KIER & WRIGHT  
Mech/Elect: KIER & WRIGHT  
Plumbing: KIER & WRIGHT  
Electrical: KIER & WRIGHT  
Landscape: VISTA PARTNERS  
Fire Protection: KIER & WRIGHT  
Soils Engineer: KIER & WRIGHT

Title: overall floor plan 10/4

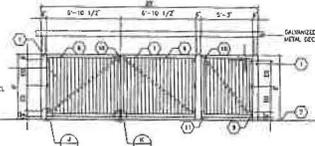
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Drawn by: ML  
Date: 09/15/18  
Revised:

Sheet: 4-A2.1

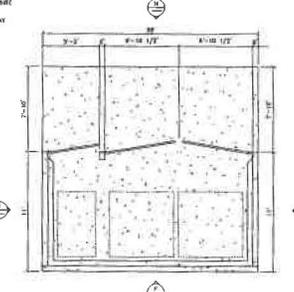




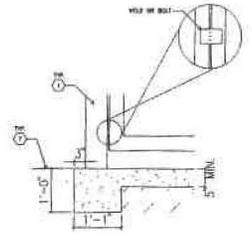
- 1 CONCRETE TILT-UP WALL
- 2 CONCRETE TILT-UP PANEL, COLOR: SF 1006 EXTRA WHITE
- 3 CONCRETE TILT-UP PANEL, COLOR: SF 7075 RED GRAY
- 4 1/2" x 1/2" x 1/2" DEEP CA STEEL BEAMS WELDED TO STEEL FRAMES AND 1/2" x 1/2" x 1/2" x 7" STEEL WALL CROSS BRACE
- 5 1/2" x 1/2" x 1/2" x 7" STEEL WALL CROSS BRACE
- 6 1/2" x 1/2" x 1/2" x 7" STEEL WALL CROSS BRACE
- 7 1/2" x 1/2" x 1/2" x 7" STEEL WALL CROSS BRACE
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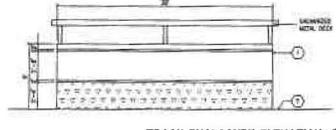
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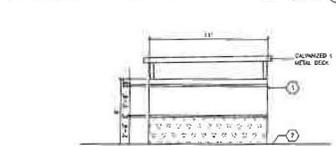
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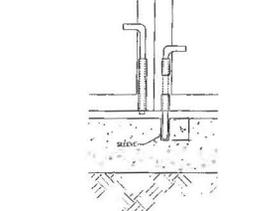
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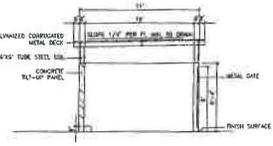
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SCALE: 1/4" = 1'-0"



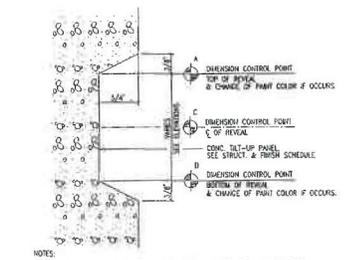
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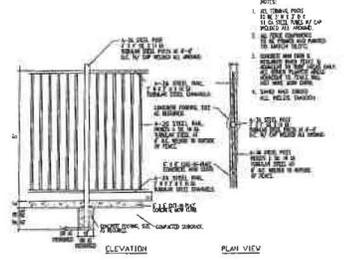
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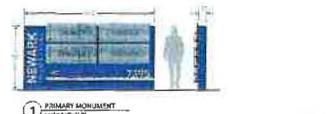
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SCALE: 1/4" = 1'-0"



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METAL FENCE N  
SCALE: 1/2" = 1'-0"



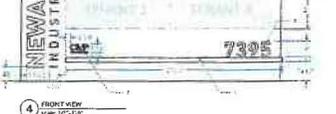
1 PRIMARY MONUMENT SIGN O  
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2 SIGN AREA P  
SCALE: 1/4" = 1'-0"



3 TOP VIEW Q  
SCALE: 1/4" = 1'-0"



4 FRONT VIEW R  
SCALE: 1/4" = 1'-0"



5 SIDE VIEW S  
SCALE: 1/4" = 1'-0"

**corporate**  
SIGN SYSTEMS

DATE: 08/15/16

PROJECT: NEWARK INDUSTRIAL PARTNERS

DESCRIPTION:  
A. Installation of primary monument sign with 10' x 10' x 10' sign face.  
B. Installation of sign area with 10' x 10' x 10' sign face.  
C. Installation of top view with 10' x 10' x 10' sign face.  
D. Installation of front view with 10' x 10' x 10' sign face.  
E. Installation of side view with 10' x 10' x 10' sign face.

DATE: 08/15/16

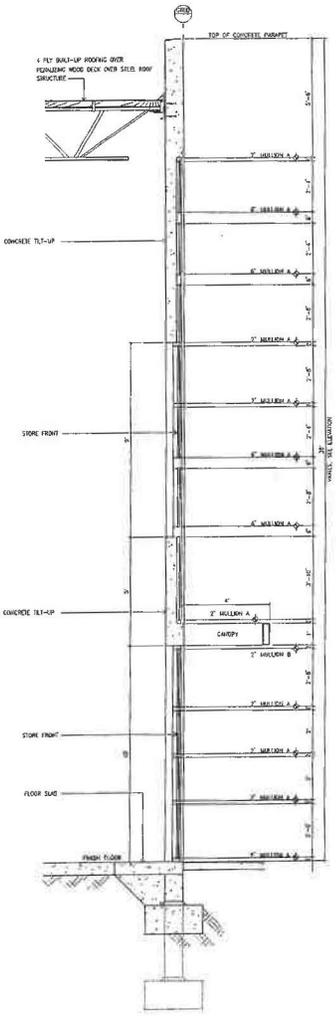
DESIGNER: Corporate Sign Systems

PROJECT: Newark Industrial Partners  
7700 Harrison Ave  
Newark, CA

PROJECT LOCATION:  
Customer: Newark Industrial Partners  
7700 Harrison Ave  
Newark, CA 94703

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

4



WALL SECTION @ WINDOWS A  
SCALE: 1/4" = 1'-0"

**EXHIBIT** Ap15 MONUMENT SIGN DETAIL (REFERENCE ONLY)  
SCALE: 1/2" = 1'-0"

**HPA**  
architecture

Inc. Inc.  
18631 Borden Avenue - Ste. 200  
Carsonville, CA 94523  
Tel: 916-923-1770  
Fax: 916-923-2851  
email: hpa@hpa.com

Applicant:

**NEWARK INDUSTRIAL PARTNERS**

18300 S. HAMILTON AVE., STE 200  
CARSONVILLE, CA 94524  
TEL: 970-429-9253

Project:

**MORTON COMMERCE CENTER**

MORTON AVENUE  
NEWARK, CA

Consultants:

Client: MEN & WINGBIT

Architect: MEN & WINGBIT

Structural: MEN & WINGBIT

Interior: MEN & WINGBIT

Landscaping: VISTA PARKS

File Production: MEN & WINGBIT

Sales Engineer: MEN & WINGBIT

Title: DAB-A4.1

Project Number: 17070

Drawn by: ML

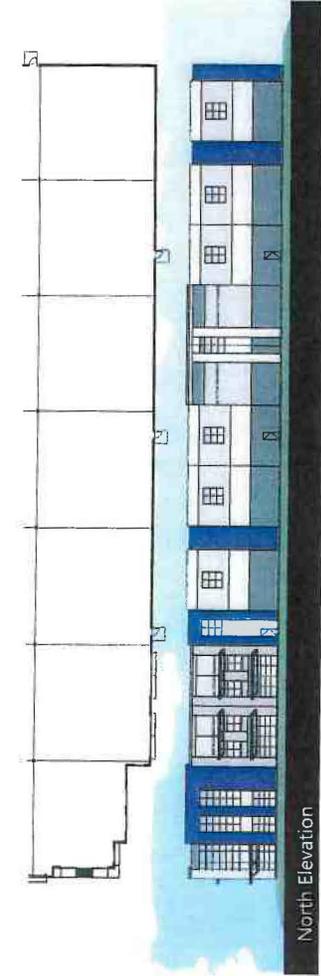
Date: 08/15/16

Designer: ML

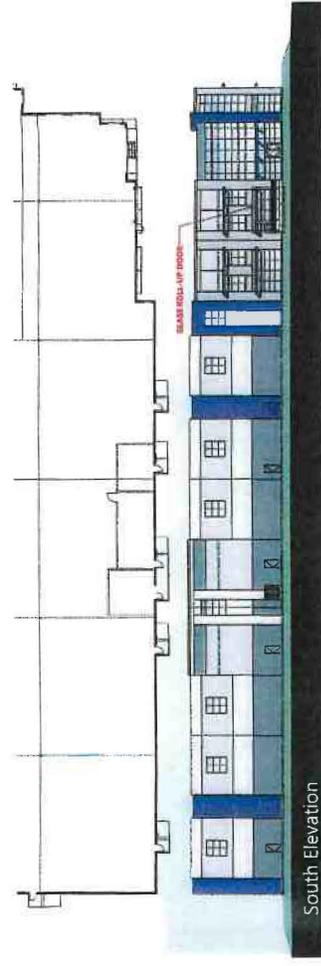
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**DAB-A4.1**

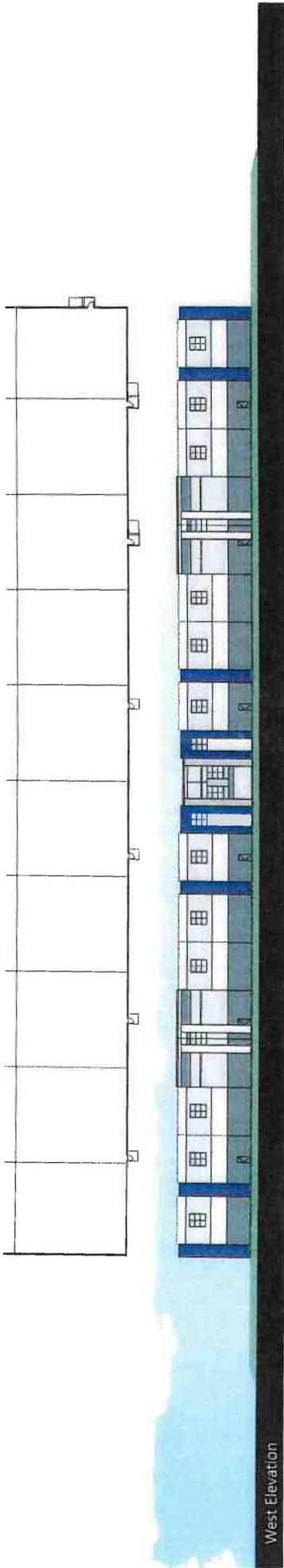
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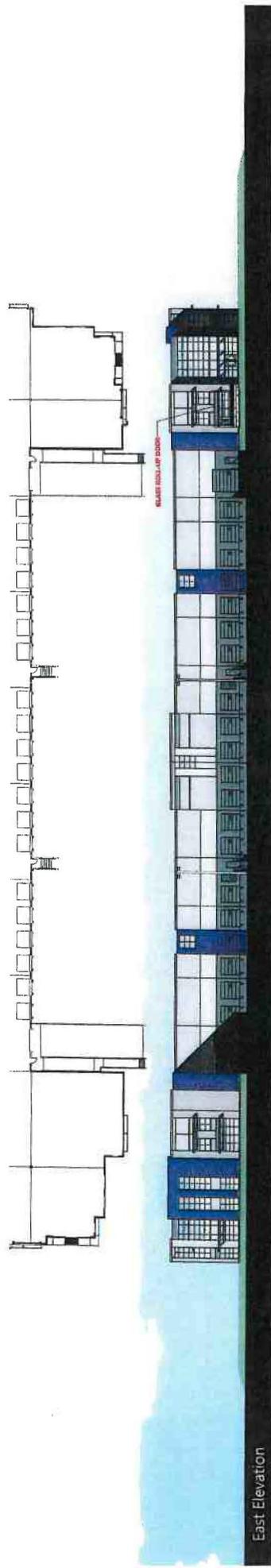
North Elevation



South Elevation



West Elevation



East Elevation



# Morton Avenue

CITY OF NEWARK, CA

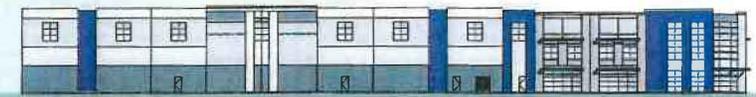
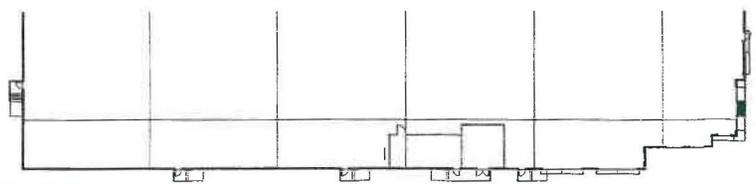
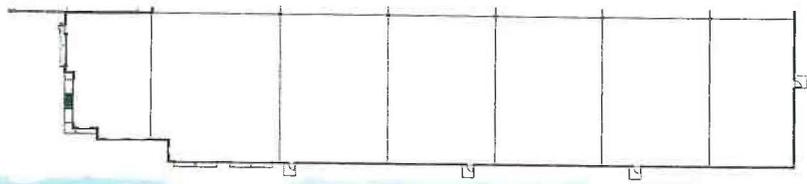
**EXHIBIT** A p16

**OMP**  
OVERTON MOORE PROPERTIES

Job No. 17070.00

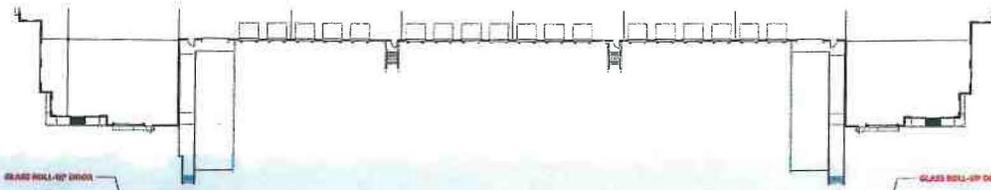
CONCEPTUAL COLORED ELEVATIONS - BUILDING 1

04.13.2018

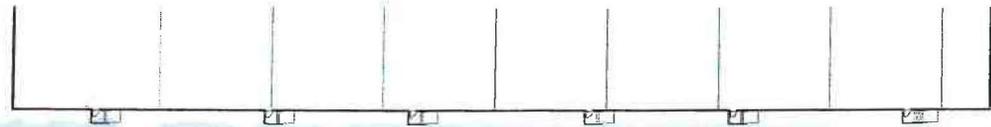


North Elevation

South Elevation



West Elevation



East Elevation



# Morton Avenue

CITY OF NEWARK, CA

EXHIBIT *Apr 17*





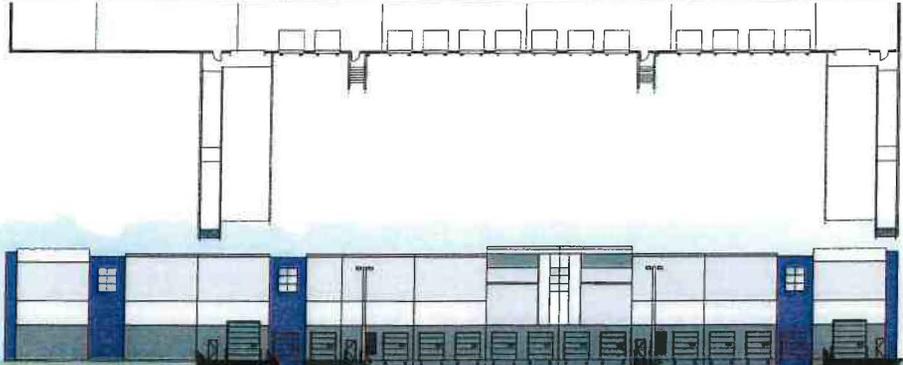
North Elevation



South Elevation



West Elevation



East Elevation

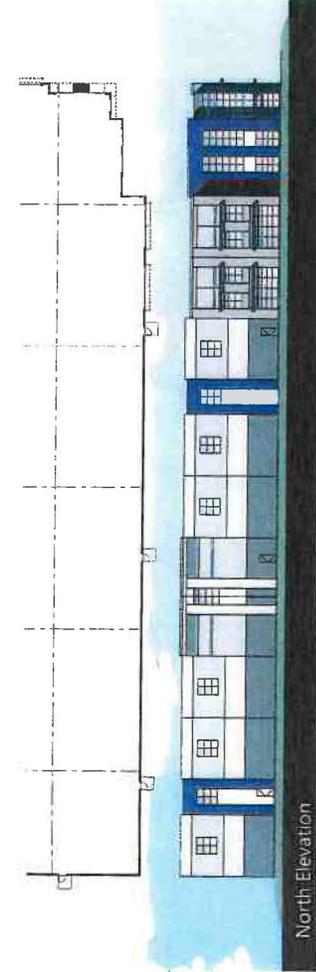


# Morton Avenue

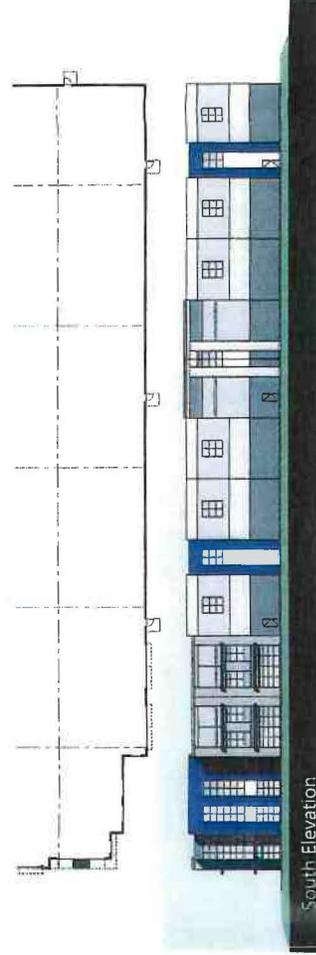
CITY OF NEWARK, CA

**EXHIBIT** *A p18*





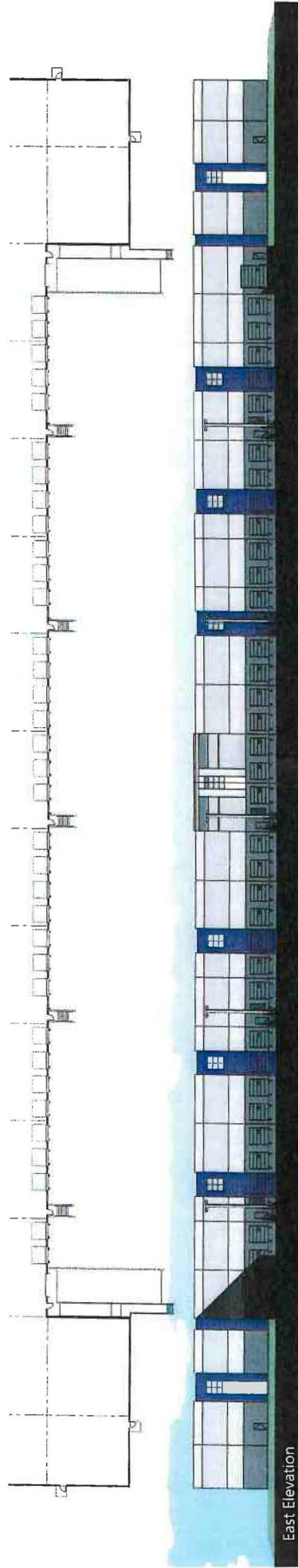
North Elevation



South Elevation



West Elevation



East Elevation



# Morton Avenue

CITY OF NEWARK, CA



EXHIBIT A p19



Draft

**7380 Morton Avenue**

**Transportation Impact Assessment**

**Report**

Prepared for:  
Newark Industrial Partners LLC

March 13, 2018

OK17-0231

FEHR & PEERS

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## 1.0 EXECUTIVE SUMMARY

This report presents the results of the transportation impact assessment (TIA) for the proposed Morton Gateway Industrial Center at 7380 Morton Avenue in the City of Newark, California. The 29.89-acre project site is bounded by Plummer Creek and Central Avenue to the north, the existing Cargill salt plant to the south and east, and industrial uses to the west. The site is bisected by Morton Avenue and is the location of the former Morton Salt Plant. The project would demolish approximately 160,000 square feet of existing vacant development and construct 605,000 square feet of new industrial uses. Vehicle access to both parcels would be provided by multiple driveways on Morton Avenue. The north parcel would also be accessed by a new driveway on Central Avenue.

### 1.1 PROJECT TRIP GENERATION

The proposed project is estimated to generate 4,180 net new daily trips, 442 AM peak hour trips (363 inbound and 79 outbound), and 567 PM peak hour trips (119 inbound and 448 outbound).

### 1.2 INTERSECTION LEVEL OF SERVICE ANALYSIS

Traffic operations at 23 key intersections were evaluated during the weekday morning (AM) and afternoon (PM) peak hour under the following scenarios:

- Existing Conditions
- Existing Plus Project Conditions

Based on the City of Newark's impact criteria, the project would cause **significant impacts** at the following study intersections:

1. Thornton Avenue/Eastbound SR 84 Ramps (intersection #2) in the PM peak hour
2. Central Avenue/Morton Avenue (intersection #12) in the PM peak hour
3. Central Avenue/Sycamore Avenue (intersection #13) in the AM and PM peak hours
4. Central Avenue/Cherry Street (intersection #14) in the AM peak hour

Implementation of the following mitigation measures would reduce the project impact to **less-than-significant**:

1. In coordination with Caltrans, optimize the PM peak hour signal timings at the Thornton Avenue/ Eastbound SR 84 Ramps intersection.
2. Install an actuated-uncoordinated signal at the Central Avenue/Morton Avenue intersection with protected northbound and westbound left-turns.
3. Install an actuated-uncoordinated signal at the Central Avenue/Sycamore Street with protected southbound and eastbound left-turns.
4. Optimize AM peak hour signal timings at the Central Avenue/Cherry Street intersection.

### 1.3 PARKING ANALYSIS

The proposed project would provide 730 parking spaces and it is required to provide 690 spaces. Therefore, the project would provide a surplus of 40 parking spaces.

### 1.4 SITE PLAN REVIEW

Based on our review of the project site plan, the project would provide adequate access and circulation for passenger vehicles, trucks, cyclists, and pedestrians. We have the following recommendation:

- *Provide secure long-term bicycle parking for each building* – To improve bike accessibility and comply with the City of Newark Zoning Ordinance, which requires one secure long-term bicycle parking space for every 30 vehicle spaces serving each building, provide at least 24 secure bicycle parking spaces for the project.

## 2.0 INTRODUCTION

This report presents the results of the transportation impact assessment (TIA) conducted by Fehr & Peers for the proposed Morton Gateway Industrial Center at 7380 Morton Avenue in the City of Newark, California. The purpose of this TIA is to identify potentially significant adverse impacts of the proposed project on the surrounding transportation system and to recommend mitigation measures, if needed. The study area for this TIA, discussed further in **Section 2.2**, was developed in consultation with City staff.

This chapter provides a detailed project description and describes the study area, analysis methodologies, analysis scenarios, and significance impact criteria.

### 2.1 PROJECT DESCRIPTION

The proposed project consists of constructing approximately 605,000 square feet of warehouse and office space in four buildings, along with associated parking and landscaping. The project site is located on a 29.89-acre lot which formerly contained the Morton Salt Plant. The project site is surrounded by other existing industrial land uses. Morton Avenue bisects the project site, with Buildings 1, 2, and 3 located north of Morton Avenue and Building 4 located south of Morton Avenue. The project proposes multiple full access driveways on both sides of Morton Avenue. Access to Buildings 1, 2, and 3 would also be provided through a new driveway on Central Avenue located between Filbert Street and Morton Avenue. The conceptual project site plan is shown on **Figure 1**.

### 2.2 PROJECT STUDY AREA

The study area was developed in consultation with City of Newark staff. The study area is generally located along the Thornton Avenue, Central Avenue, Cherry Street, and Mowry Avenue corridors. Roadway impacts are evaluated for the study intersections listed in **Table 1** and illustrated on **Figure 2**.

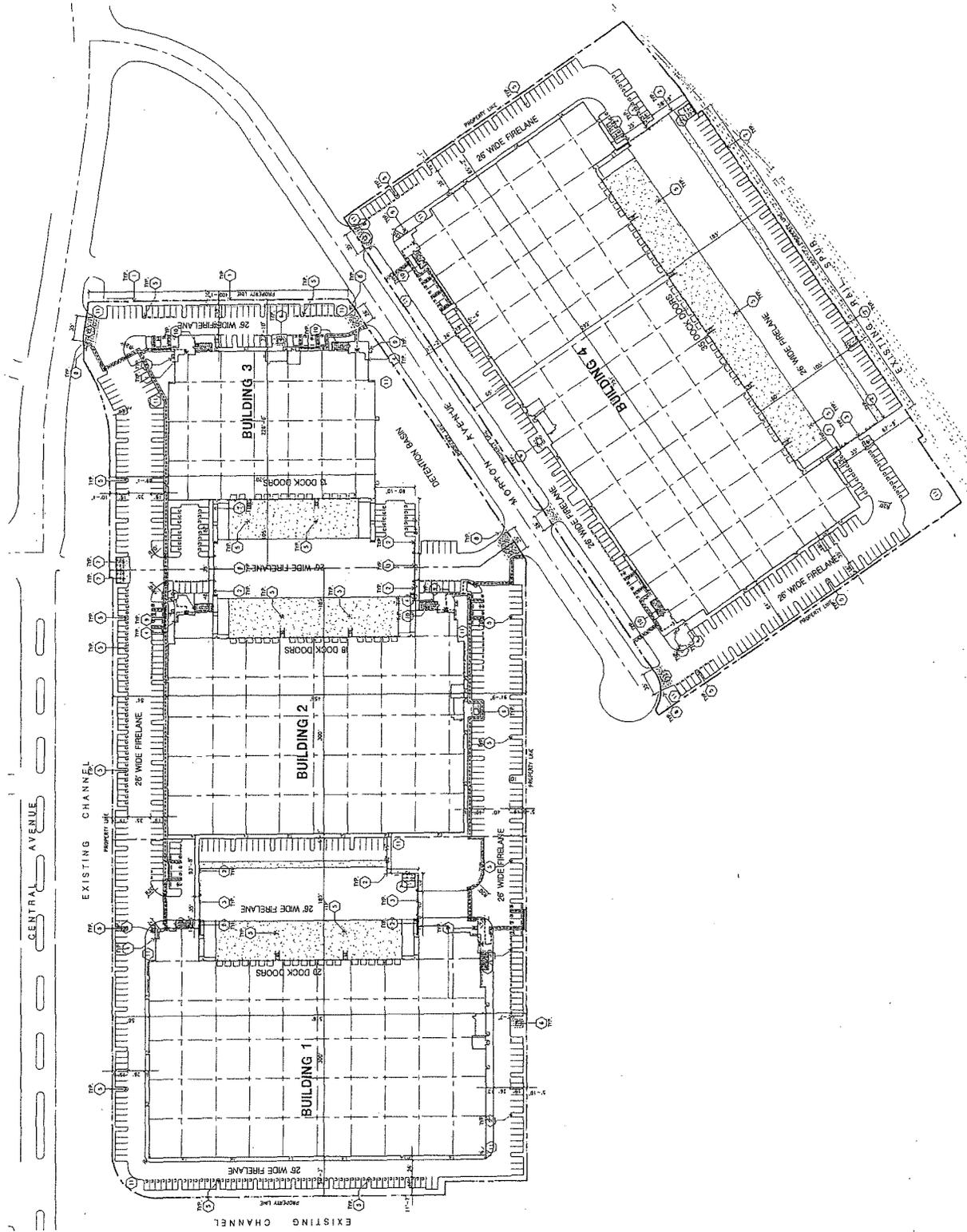


Figure 1

Project Site Plan

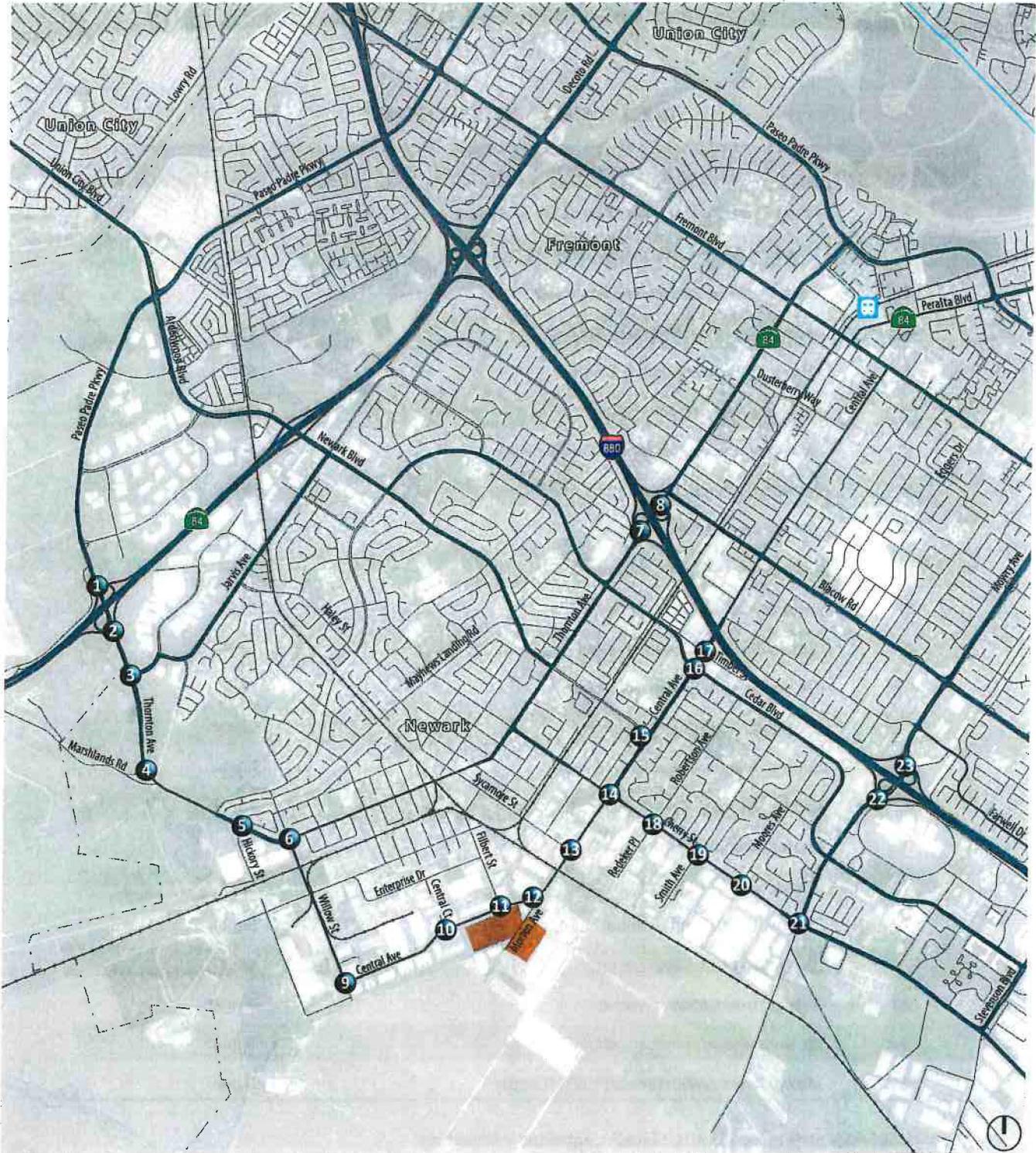
**TABLE 1: STUDY INTERSECTIONS**

<b>Intersection ID</b>	<b>Intersection Name</b>	<b>Control Type<sup>1</sup></b>
1	Paseo Padre Parkway/Westbound SR 84 Ramps	Signal
2	Thornton Avenue/Eastbound SR 84 Ramps	Signal
3	Thornton Avenue/Gateway Boulevard	Signal
4	Thornton Avenue/Marshlands Road	SSSC
5	Thornton Avenue/Hickory Street	SSSC
6	Thornton Avenue/Willow Street	Signal
7	Thornton Avenue/Southbound I-880 Ramps	Signal
8	Thornton Avenue/Northbound I-880 Ramps	Signal
9	Central Avenue/Willow Street	SSSC
10	Central Avenue/Central Court	SSSC
11	Central Avenue/Filbert Street	SSSC
12	Central Avenue/Morton Avenue	SSSC
13	Central Avenue/Sycamore Street	SSSC
14	Central Avenue/Cherry Street	Signal
15	Central Avenue/Newark Boulevard	Signal
16	Central Avenue/Cedar Boulevard	Signal
17	Central Avenue/Timber Street	SSSC
18	Cherry Street/Robertson Avenue	SSSC
19	Cherry Street/Smith Avenue	Signal
20	Cherry Street/Moores Avenue	SSSC
21	Cherry Street/Mowry Avenue	Signal
22	Mowry Avenue/Southbound I-880 Ramps	Signal
23	Mowry Avenue/Northbound I-880 Ramps	Signal

Notes:

1. SSSC = Side Street Stop Control, Signal = Signalized intersection.

Source: Fehr & Peers, March 2018.



**LEGEND**

- Project Site
- # Study Intersection

Figure 2

**Project Study Area**

## 2.3 ANALYSIS SCENARIOS

Intersection operations are evaluated during the weekday morning (AM) and weekday afternoon (PM) peak hours for the following scenarios:

- **Existing Conditions:** Represents current conditions, including traffic volume data, intersection signal timings, and intersection operations.
- **Existing Plus Project Conditions:** Represents Existing Conditions plus traffic generated after completion of the project.

The project is anticipated to be constructed in the near-term, therefore Existing Plus Project Conditions would be representative of conditions upon occupancy of the project.

## 2.4 ANALYSIS METHODS

The operations of roadway facilities are described with the term level of service (LOS), a qualitative description of traffic flow based on such factors as speed, travel time, delay, and freedom to maneuver). Six levels are defined from LOS A, as the best operating conditions, to LOS F, or the worst operating conditions. LOS E represents "at-capacity" operations. When traffic volumes exceed the intersection capacity, stop-and-go conditions result, and operations are designated as LOS F.

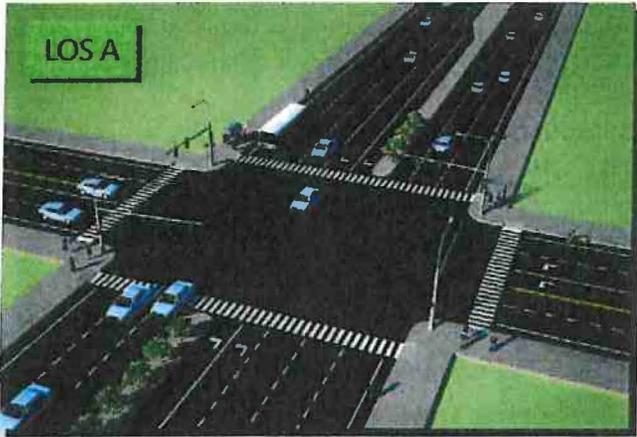
### 2.4.1 INTERSECTION OPERATIONS

The methods described in the *2010 Highway Capacity Manual* (HCM) were used to prepare the LOS calculation for the study intersections. This analysis methods, which are approved by the City Newark, analyze signalized and unsignalized intersection operations based on average control delay per vehicle. Control delay includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The average control delay is calculated using the Synchro 9 analysis software package and is correlated to an LOS designation as shown in **Table 2** and on **Figure 3**.

**TABLE 2: INTERSECTION LEVEL OF SERVICE DEFINITIONS**

Unsignalized		Level of Service	Signalized	
Description	Average Total Vehicle Delay (Seconds)		Average Control Vehicle Delay (Seconds)	Description
No delay for stop-controlled approaches.	≤10.0	A	≤10.0	Free Flow or Insignificant Delays: Operations with low delay, signal progression is extremely favorable and most vehicles arrive during green light phase. Most vehicles do not stop.
Operations with minor delay.	> 10.0 and ≤15.0	B	> 10.0 and ≤20.0	Stable Operation or Minimal Delays: Generally occurs with good signal progression and/or short cycle lengths. More vehicles stop than with LOS A, causing higher average delay. An occasional approach phase is fully utilized.
Operations with moderate delays.	> 15.0 and ≤25.0	C	>20.0 and ≤35.0	Stable Operation or Acceptable Delays: Higher delays resulting from fair signal progression and/or longer cycle lengths. Drivers begin having to wait through more than one red light. Most drivers feel somewhat restricted.
Operations with increasingly unacceptable delays.	> 25.0 and ≤35.0	D	>35.0 and ≤55.0	Approaching Unstable or Tolerable Delays: Congestion becomes more noticeable. Longer delays from unfavorable signal progression, long cycle lengths, or high volume to capacity ratios. Drivers may wait through more than one red light. Queues develop and dissipate, without excessive delay.
Operations with high delays, and long queues.	> 35.0 and ≤ 50.0	E	>55.0 and ≤ 80.0	Unstable Operation or Significant Delays: Considered limit of acceptable delay. High delays indicate poor signal progression, long cycle lengths and high volume to capacity ratios. Individual cycle failures are frequent and vehicles may wait through several signal cycles. Long queues form upstream from intersection.
Extreme congestion, very high delays and long queues unacceptable to most drivers.	>50.0	F	>80.0	Forced Flow or Excessive Delays: Occurs with oversaturation when flows exceed the intersection capacity. Represents jammed conditions. Many cycle failures. Queues may block upstream intersections.

Source: Transportation Research Board, Special Report 209, *Highway Capacity Manual*, 2010.



LOS A

Intersection Operation: Free Flow

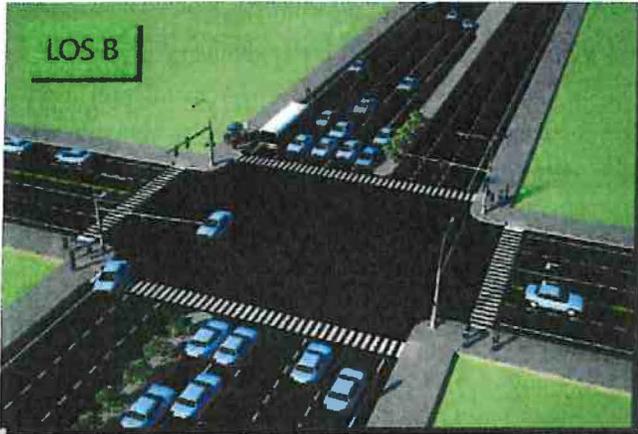
Degree of Delay: Negligible Delays



LOS D

Intersection Operation: Less Stable Flow

Degree of Delay: Long Delays



LOS B

Intersection Operation: Stable Flow

Degree of Delay: Minimal Delays



LOS E

Intersection Operation: Unstable Flow

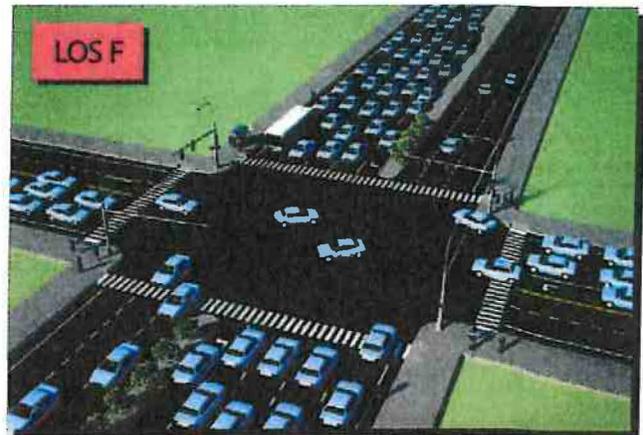
Degree of Delay: Substantial Delays Can Occur



LOS C

Intersection Operation: Stable Flow

Degree of Delay: Moderate Delays



LOS F

Intersection Operation: Unpredictable Flow/Wait Through Multiple Cycles

Degree of Delay: Excessive Delays Can Occur



Figure 3  
Signalized Intersection Level of Service Examples

## 2.5 IMPACT SIGNIFICANCE CRITERIA

Study intersections were evaluated to confirm consistency with the various multi-modal transportation goals and policies presented in the City of Newark's General Plan (adopted December 2013), which seek to provide a safe and efficient transportation system for all users. According to the City of Newark General Plan, the acceptable LOS is LOS D or better. Therefore, the following criteria were used to evaluate the project's impacts to determine their level of significance:

### 2.5.1 SIGNALIZED INTERSECTIONS

The project would result in a significant impact to signalized intersection operations if the following criteria are met:

- For intersections operating at LOS D or better under Existing Conditions: Degradation of LOS from LOS A-D to LOS E or F
- For intersections operating at LOS E or F under Existing Conditions: Exacerbation of operations by increasing the intersection average delay by more than 4.0 seconds under Existing Plus Project Conditions

### 2.5.2 UNSIGNALIZED INTERSECTIONS

The project would result in a significant impact to unsignalized intersection operations if the following criteria are met:

- For intersections operating at LOS D or better under Existing Conditions:
  - Degradation of LOS from LOS A-D to LOS E or F, and
  - California MUTCD Signal Warrants 3A or 3B is met for the impacted peak hour
- For intersections operating at LOS E or F under Existing Conditions:
  - Exacerbation of operations by increasing the worst movement delay at an intersection by more than 4.0 seconds under Existing Plus Project Conditions
  - California MUTCD Signal Warrants 3A or 3B is met for the impacted peak hour

## 2.6 REPORT ORGANIZATION

The remainder of the report is divided into the following chapters:

**Chapter 3: Existing Conditions** describes the transportation system near the project site, including the surrounding roadway network and current AM and PM peak hour operating conditions of study intersections.

**Chapter 4: Project Traffic Estimates** describes the project trip generation, distribution and assignment methods used in the traffic impact analysis.

**Chapter 5: Existing Plus Project Conditions** presents the transportation operations with the project under Existing Plus Project Conditions.

**Chapter 6: Parking Analysis** compares the proposed off-street parking supply with the estimated parking demand and City of Newark requirements.

**Chapter 7: Site Plan Review and Recommendations** details the multimodal access and on-site circulation configuration for the project site and provides recommendations.

## 3.0 EXISTING CONDITIONS

The assessment of Existing Conditions relevant to this study includes an inventory of the street system, traffic volumes on these facilities, and operating conditions at key intersections.

### 3.1 EXISTING STREET SYSTEM

**State Route 84 (SR 84)** is a six-lane, east-west freeway that connects Alameda County to San Mateo County via the Dumbarton Bridge. The SR 84 corridor serves as a key link between the US 101 and I-880 corridors, and directly serves motorists from the Union City, Newark, and Fremont areas.

**Interstate 880 (I-880)** is a north-south freeway that connects San Jose to Oakland. The I-880 corridor serves as a key link between cities in the South Bay and East Bay, and directly serves motorists from the Newark and Fremont areas.

**Thornton Avenue** is a two-to-four-lane arterial that connects the SR 84 and the I-880 freeways. The arterial serves residential and commercial areas in Newark and is a designated truck route.

**Central Avenue** is a two-to-four-lane arterial between Willow Street and Fremont Boulevard, serving residential and industrial uses in Newark and Fremont and is a designated truck route. It is the primary access route to the project site.

**Cherry Street** is a four-lane arterial between Thornton Avenue and Stevenson Boulevard, serving residential and industrial areas in Newark and is a designated truck route.

**Mowry Avenue** is a three-to-six-lane arterial connecting Cherry Street and Mission Boulevard via I-880 and downtown Fremont. It primarily serves residential and commercial areas in Newark and Fremont as well as some industrial areas south of Cherry Street and is a designated truck route.

**Morton Avenue** is a cul-de-sac two lane local road connecting the project site to Central Avenue. It primary serves industrial business by proving connectivity to the Newark arterial network.

## 3.2 EXISTING INTERSECTION VOLUMES AND LANE CONFIGURATIONS

The operations of the study intersections are evaluated for the highest one-hour volume during the weekday morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period conditions. Existing peak period intersection counts were conducted at the study intersections in September 2017 and January 2018 on clear days with area schools in regular session. These counts formed the basis of the Existing Conditions intersection operations analysis (discussed further in **Section 3.3**). A summary of the count data is provided in **Appendix A**.

Existing lane configurations and signal controls were obtained through field observations and City of Newark and Caltrans signal timing sheets. **Figure 4** presents the existing AM and PM peak-hour turning movement volumes, corresponding lane configurations, and traffic control devices.

## 3.3 EXISTING INTERSECTION LEVELS OF SERVICE

Existing intersection lane configurations, signal timings, and peak hour turning movement volumes were used to calculate the LOS for the study intersections during the AM and PM peak hours for Existing Conditions. The results of the LOS analysis using the Synchro software program for all study intersections under Existing Conditions are presented in **Table 3** and the corresponding LOS calculation sheets are included in **Appendix B**.

The results of the LOS calculations indicate that the following intersections do not meet the City's LOS D standard under Existing Conditions:

- Intersection #2: signalized Thornton Avenue/Eastbound SR 84 Ramps (LOS E in the PM peak hour)
- Intersection #13: side-street stop-controlled Central Avenue/Sycamore Street (LOS F in the AM peak hour, LOS E in the PM peak hour)
- Intersection #18: side-street stop-controlled Cherry Street/Robertson Avenue (LOS F in the AM and PM peak hours)
- Intersection #20: side-street stop-controlled Cherry Street/Moores Avenue (LOS F in the AM peak hour, LOS E in the PM peak hour)

All other study intersections operate at LOS D or better under Existing Conditions.

**TABLE 3: EXISTING INTERSECTION LEVELS OF SERVICE**

	Intersection	Control Type <sup>1</sup>	Peak Hour <sup>2</sup>	Delay <sup>3</sup>	LOS <sup>4</sup>
1	Paseo Padre Parkway/Westbound SR 84 Ramps	Signal	AM PM	8 5	A A
2	Thornton Avenue/Eastbound SR 84 Ramps	Signal	AM PM	5 <b>58</b>	A <b>E</b>
3	Thornton Avenue/Gateway Boulevard	Signal	AM PM	9 8	A A
4	Thornton Avenue/Marshlands Road	SSSC	AM PM	0 (22) 1 (29)	A (C) A (D)
5	Thornton Avenue/Hickory Street	SSSC	AM PM	0 (17) 2 (31)	A (C) A (D)
6	Thornton Avenue/Willow Street	Signal	AM PM	12 14	B B
7	Thornton Avenue/Southbound I-880 Ramps	Signal	AM PM	7 10	A B
8	Thornton Avenue/Northbound I-880 Ramps	Signal	AM PM	11 18	B B
9	Central Avenue/Willow Street	SSSC	AM PM	8 (9) 9 (9)	A (A) A (A)
10	Central Avenue/Central Court	SSSC	AM PM	0 (12) 1 (15)	A (B) A (C)
11	Central Avenue/Filbert Street	SSSC	AM PM	5 (21) 5 (29)	A (C) A (D)
12	Central Avenue/Morton Avenue	SSSC	AM PM	0 (11) 1 (13)	A (B) A (B)
13	Central Avenue/Sycamore Street	SSSC	AM PM	<b>20 (88)</b> <b>6 (43)</b>	<b>C (F)</b> <b>A (E)</b>
14	Central Avenue/Cherry Street	Signal	AM PM	39 29	D C
15	Central Avenue/Newark Boulevard	Signal	AM PM	15 13	B B
16	Central Avenue/Cedar Boulevard	Signal	AM PM	25 27	C C
17	Central Avenue/Timber Street	SSSC	AM PM	1 (22) 1 (28)	A (C) A (D)
18	Cherry Street/Robertson Avenue	SSSC	AM PM	<b>1 (&gt;120)</b> <b>2 (120)</b>	<b>A (F)</b> <b>A (F)</b>
19	Cherry Street/Smith Avenue	Signal	AM PM	13 6	B A

**TABLE 3: EXISTING INTERSECTION LEVELS OF SERVICE**

	<b>Intersection</b>	<b>Control Type<sup>1</sup></b>	<b>Peak Hour<sup>2</sup></b>	<b>Delay<sup>3</sup></b>	<b>LOS<sup>4</sup></b>
20	Cherry Street/Moores Avenue	SSSC	AM PM	<b>2 (90)</b> <b>2 (42)</b>	<b>A (F)</b> <b>A (E)</b>
21	Cherry Street/Mowry Avenue	Signal	AM PM	33 26	C C
22	Mowry Avenue/Southbound I-880 Ramps	Signal	AM PM	12 17	B B
23	Mowry Avenue/Northbound I-880 Ramps	Signal	AM PM	12 25	B C

Notes:

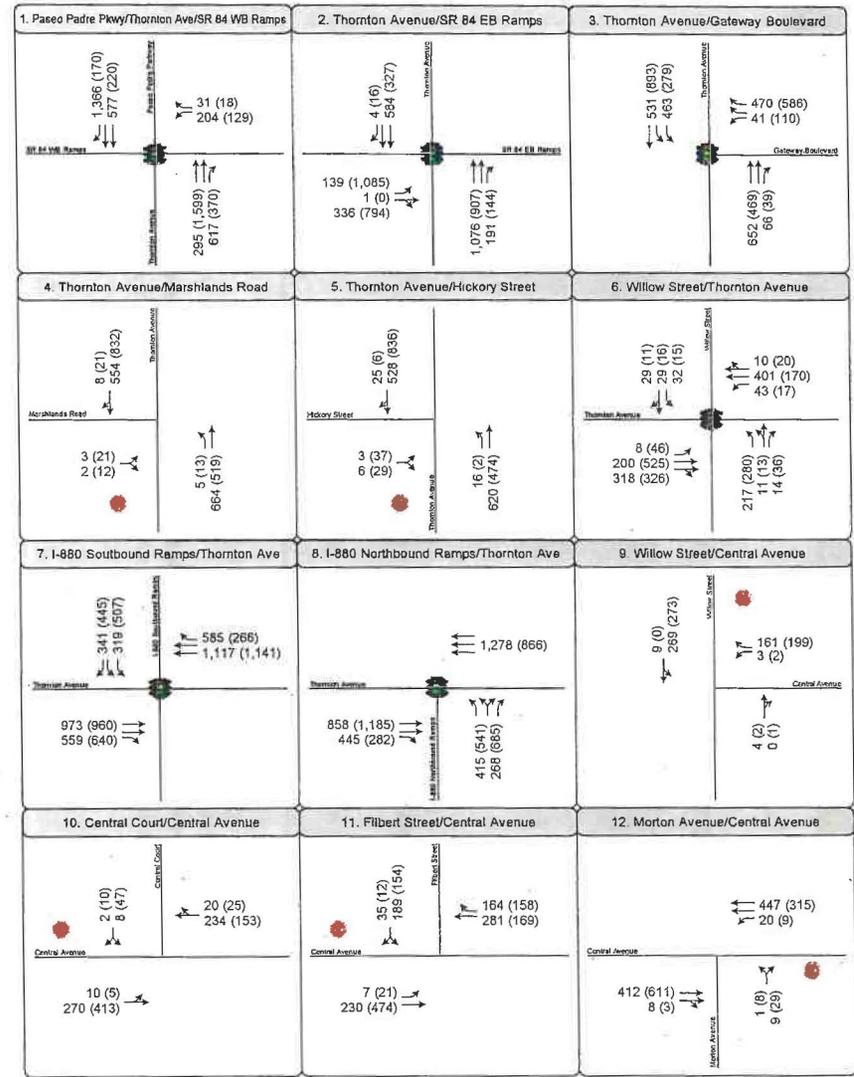
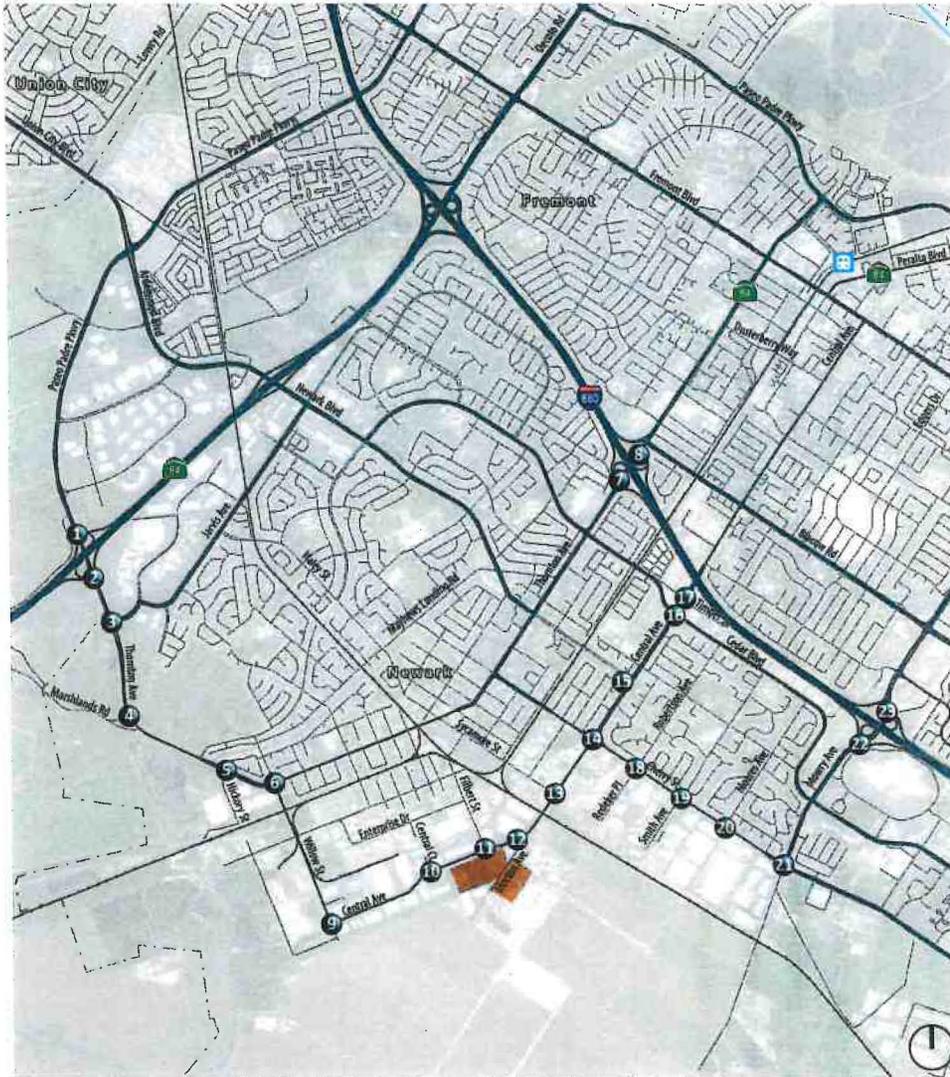
1. SSSC = Side Street Stop Control, Signal = Signalized intersection.
2. AM = morning peak hour, PM = evening peak hour
3. Delay calculated using HCM 2010 methodologies. Whole-intersection average delay presented for signalized intersections. Whole intersection average delay and worst movement delay presented in parenthesis for SSSC intersections.

**Bold** indicates LOS E or F operations.

Source: Fehr & Peers, March 2018

### 3.4 FIELD OBSERVATIONS

Field observations of the study intersections were conducted during the weekday AM and PM peak periods in January 2018 to confirm the calculated LOS operations and to observe overall transportation characteristics at the study facilities. In all cases, the intersections were observed to operate consistent with the calculated LOS for each peak hour.

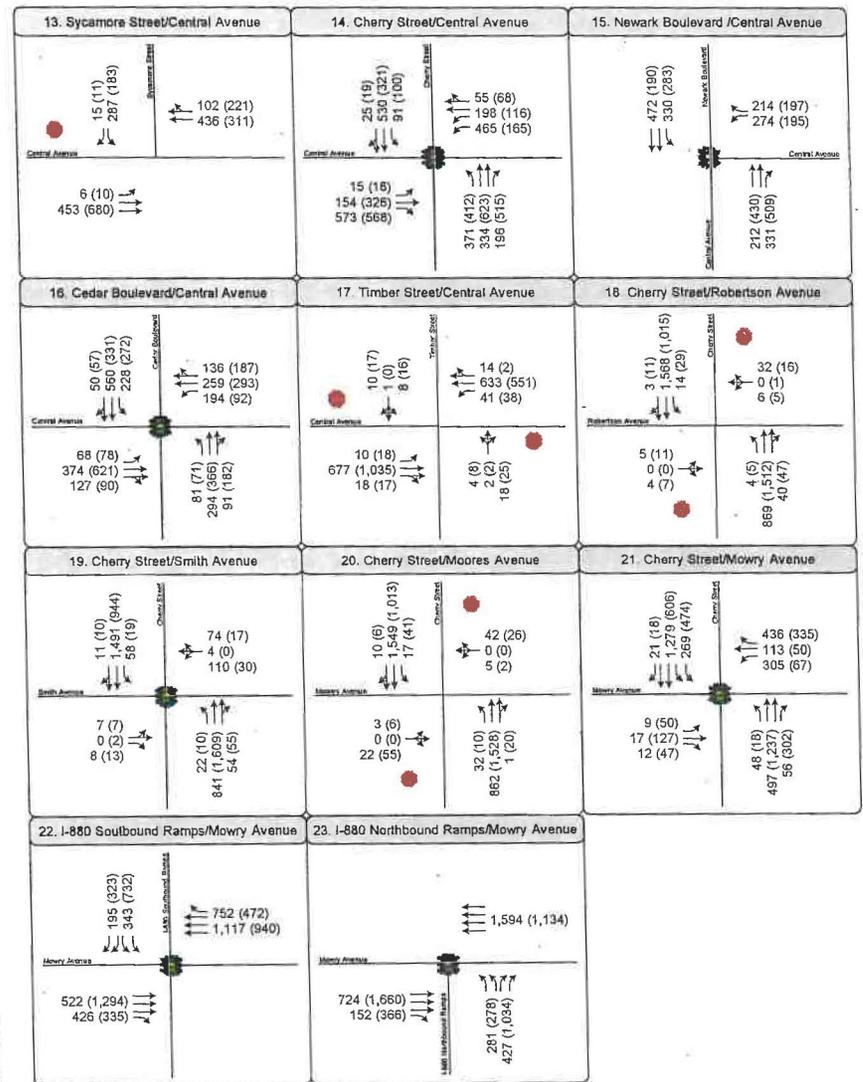
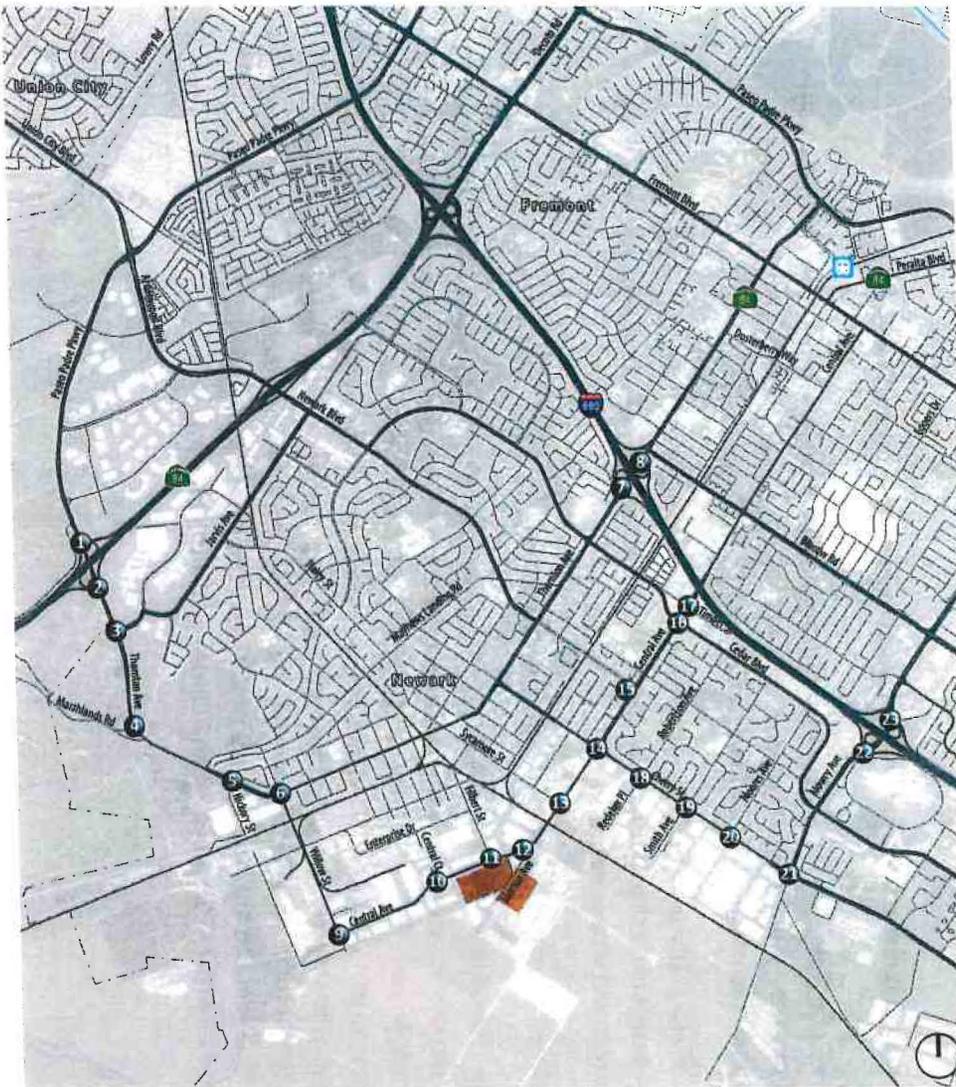


**LEGEND**

- XX (YY) AM (PM) Peak Hour Traffic Volumes
- Signalized Intersection
- Stop Sign
- Project Site
- Study Intersection

Figure 4A

Existing Conditions Peak Hour Intersection Traffic Volumes, Lane Configurations and Traffic Controls



**LEGEND**

XX (YY) AM (PM) Peak Hour Traffic Volumes    Signalized Intersection    Stop Sign

Project Site    Study Intersection

Figure 4B

Existing Conditions Peak Hour Intersection Traffic Volumes, Lane Configurations and Traffic Controls

## 4.0 PROJECT TRAFFIC ESTIMATES

The amount of traffic expected to be generated on the study roadway system by the proposed project is estimated using a three-step process: (1) project trip generation, (2) trip distribution, and (3) trip assignment. The first step estimates the amount of project-generated traffic would be added to the roadway network. The second step estimates the direction of travel to and from the project site. During the third step, the new trips are assigned to specific street segments and intersection turning movements. This process is described in more detail in the following sections.

### 4.1 TRIP GENERATION

Trip generation is the process of estimating the number of vehicles that would likely access the project on any given day. Data from the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 9<sup>th</sup> Edition* was used to estimate vehicle trip generation for the proposed project. Project trip generation was estimated using the Industrial Park land use category (Land Use Code 130); a similar approach has been used for other industrial projects in the City of Newark.

Fehr & Peers considered but did not include the following trip generation adjustments:

- Internalized and Pass-by trips - The proposed project is anticipated to be a mix of office and warehousing uses without other trip-reducing land uses on site. Therefore, trip reductions for internalization and pass-by have not been assumed as part of this analysis.
- Non-motorized and transit project trips - Regularly scheduled transit service is provided along Central Avenue adjacent to the project site. However, transit trip reductions have not been taken for this project to be conservative.

Fehr & Peers made the following adjustment to the trip generation:

- Truck trips – Considering the industrial uses of the project, truck traffic is expected to be generated by the project. Heavy vehicles, such as trucks, have a greater impact on the transportation network than passenger cars. Therefore, the total project trips were increased. Based on the truck percentages in Table J.1 in the *ITE Trip Generation Handbook, 3<sup>rd</sup> Edition*, this analysis assumes that 13 percent of the project generated trips are trucks. A passenger car equivalent (PCE) is used to account for this traffic on study roadways. PCE rates are based on the size and carrying capacity of vehicles. According to the Transportation Research Board's Special Report 223, heavy-vehicles range from 1.5 to 3.7 PCEs. A PCE rate of 2.0 was applied for this study.

**Table 4** summarizes the trip generation for the proposed project. The project would generate 4,180 daily trips, including 442 trips during the AM peak hour (363 inbound and 79 outbound) and 567 trips during the PM peak hour (119 inbound and 448 outbound).

**TABLE 4: PROJECT TRIP GENERATION**

Land Use Scenario	Quantity <sup>1</sup>	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Industrial Park <sup>2</sup>	604.8 ksf GFA	3,700	321	70	391	105	397	502
Truck adjustment <sup>3</sup>	13%	480	42	9	51	14	52	65
<b>Industrial Park Total</b>		<b>4,180</b>	<b>363</b>	<b>79</b>	<b>442</b>	<b>119</b>	<b>448</b>	<b>567</b>

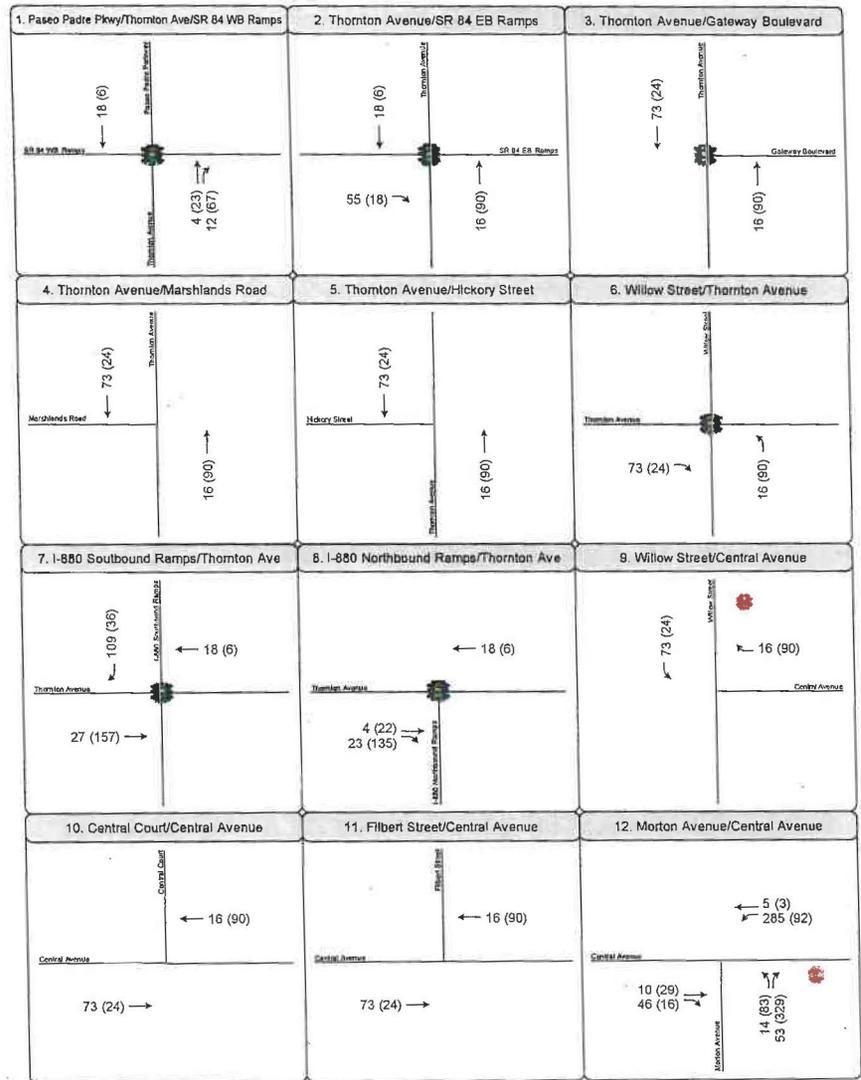
Notes:

- 1 ksf GFA = 1,000 square-foot gross floor area
- ITE *Trip Generation Manual (9th Edition)* Land Use Code 130 (Industrial Park - Adj. Streets, 7-9 AM, 4-6 PM):  
 Daily:  $T = 4.99 * (X) + 678.25$   
 AM Peak Hour:  $T = e^{0.79 \ln(X) + 0.91}$  (82% in, 18% out)  
 PM Peak Hour:  $T = 0.78 * (X) + 30.48$  (21% in, 79% out)
- ITE *Trip Generation Handbook (3rd Edition)* Appendix J Land Use Code 130 (Industrial Park), 13 percent trucks with a PCE of 2.0  
 Source: Fehr & Peers, March 2018.

## 4.2 PROJECT TRIP DISTRIBUTION AND ASSIGNMENT

The geographical distribution of trips generated by the project is based on the locations of complementary land uses, the street system serving the project, and existing travel patterns in the area. The general directions of approach and departure assumed for the project trips are illustrated on **Figure 5**. Using this trip distribution pattern, the traffic generated by the project was assigned to the street network, and **Figure 6** shows the project-generated peak hour traffic volumes at the study intersections during the weekday AM and PM peak hours.



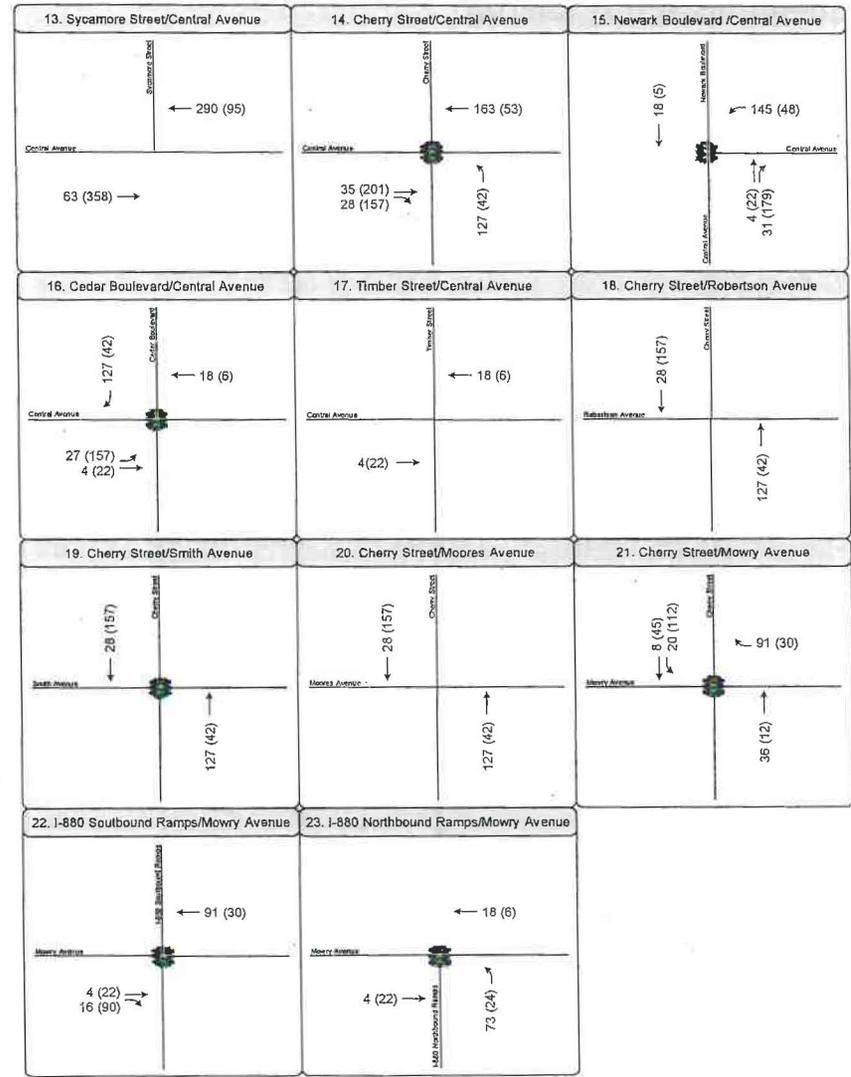


**LEGEND**

- XX (YY) AM (PM) Peak Hour Traffic Volumes
- Signalized Intersection
- Stop Sign
- Project Site
- Study Intersection

Figure 6A

Project Trip Assignment



**LEGEND**  
 XX (YY) AM (PM) Peak Hour Traffic Volumes    Signalized Intersection    Stop Sign  
 Project Site    Study Intersection

Figure 6B

Project Trip Assignment

## 5.0 EXISTING PLUS PROJECT CONDITIONS

This chapter presents the results of the operations analysis under Existing Plus Project Conditions. Under Existing Plus Project Conditions, project traffic estimated and assigned to the study intersections and roadway segments were added to existing traffic volumes. This scenario isolates the potential impacts of the project by excluding the impacts from other proposed projects.

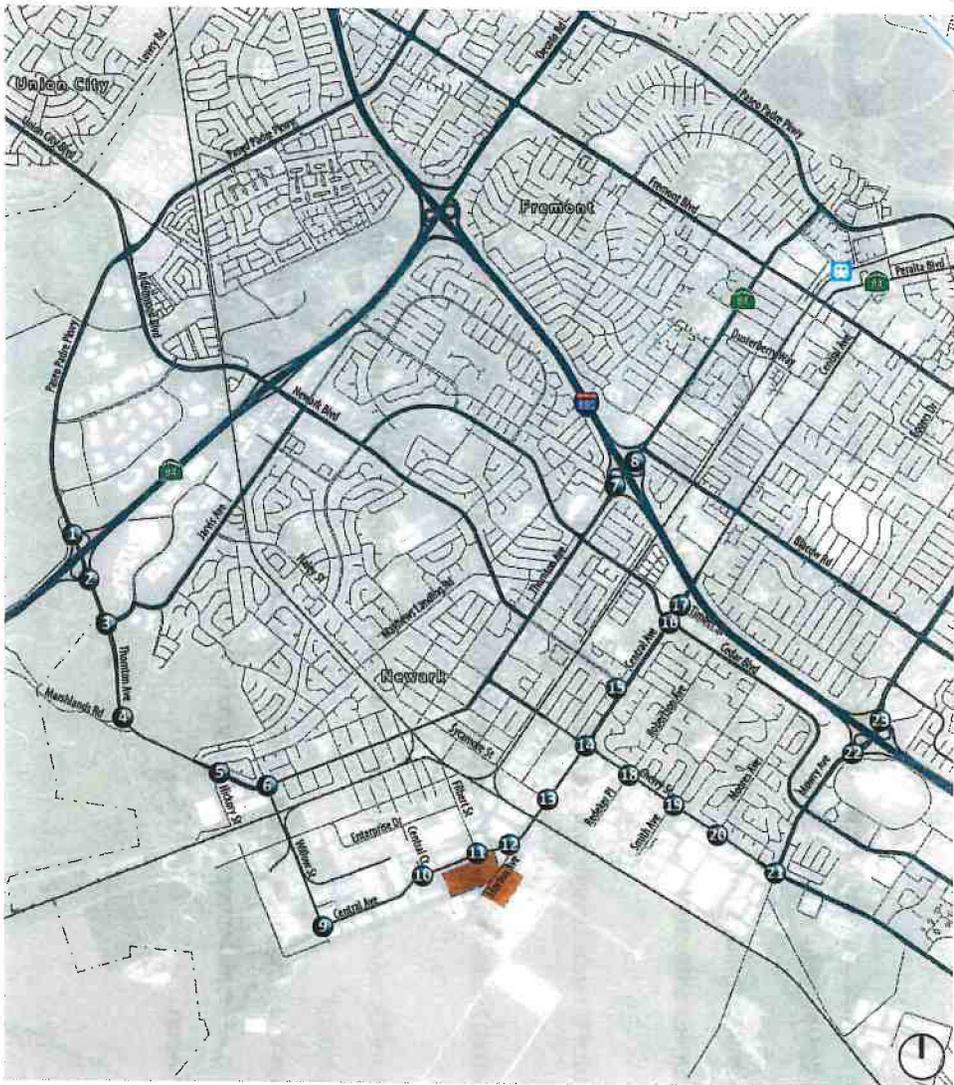
### 5.1 EXISTING PLUS PROJECT INTERSECTION LEVELS OF SERVICE

Intersection LOS was calculated with the traffic generated by the proposed project to evaluate the operating conditions of the intersections and identify potential impacts to the roadway system. Turning movement traffic volume and intersection lane configuration for the Existing Plus Project Conditions are illustrated on **Figure 7**.

**Table 5** provides the results of the intersection LOS calculations for Existing Plus Project Conditions, and compares the results to the Existing Conditions. **Appendix B** contains the corresponding LOS calculation sheets.

The results of the LOS calculations indicate that the following intersections would not meet the City's LOS D standard under Existing Plus Project Conditions:

- Intersection #2: signalized Thornton Avenue/Eastbound SR 84 Ramps (LOS E in the PM peak hour)
- Intersection #5: side-street stop-controlled Thornton Avenue/Hickory Street (LOS E in the PM peak hour)
- Intersection #11: side-street stop-controlled Thornton Avenue/Filbert Street (LOS E in the PM peak hour)
- Intersection #12: side-street stop-controlled Thornton Avenue/Morton Street (LOS F in the PM peak hour)
- Intersection #13: side-street stop-controlled Central Avenue/Sycamore Street (LOS F in the AM and PM peak hours)
- Intersection #14: signalized Central Avenue/Cherry Street (LOS E in the AM peak hour)
- Intersection #18: side-street stop-controlled Cherry Street/Robertson Avenue (LOS F in the AM and PM peak hours)

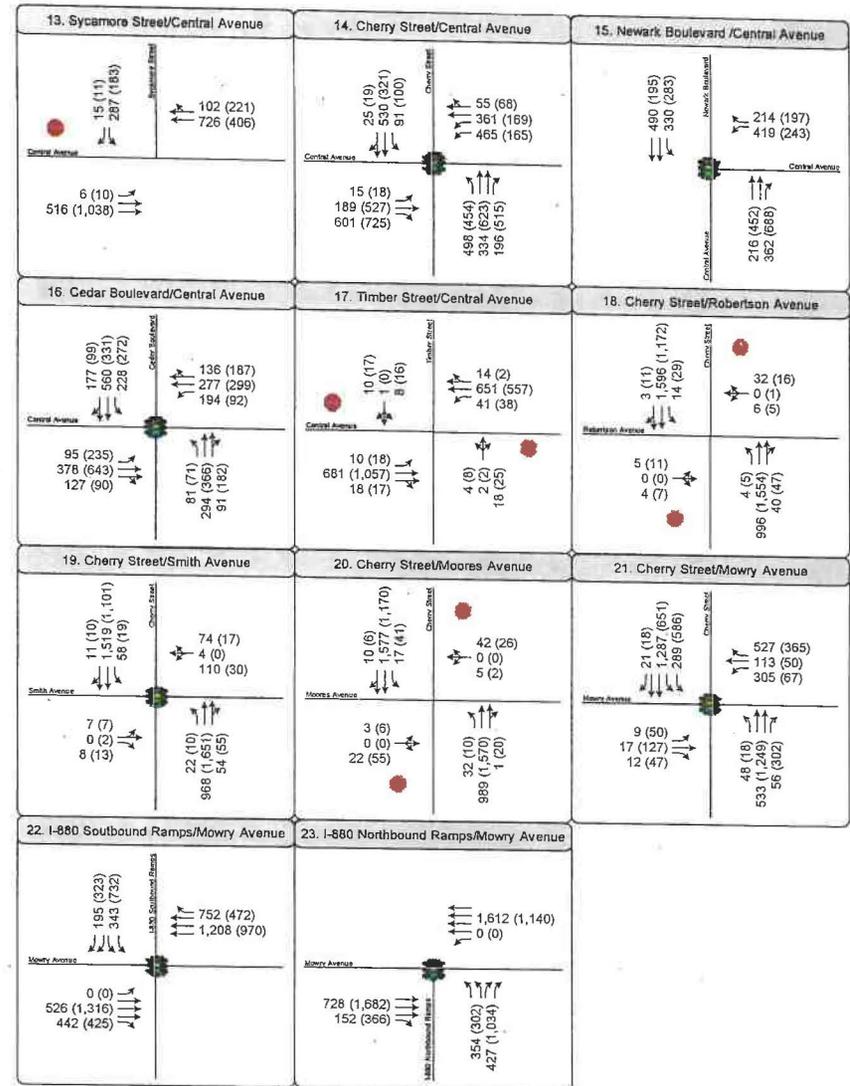


**LEGEND**

- XX (YY) AM (PM) Peak Hour Traffic Volumes
- Signalized Intersection
- Stop Sign
- Project Site
- Study Intersection

<p><b>1. Paseo Padre Pkwy/Thornton Ave/SR 84 WB Ramps</b></p> <p>1,366 (170) 595 (226)</p> <p>31 (18) 204 (129)</p> <p>289 (1,622) 629 (437)</p>	<p><b>2. Thornton Avenue/SR 84 EB Ramps</b></p> <p>4 (16) 602 (333)</p> <p>139 (1,085) 1 (0) 391 (612)</p> <p>1,092 (897) 191 (144)</p>	<p><b>3. Thornton Avenue/Gateway Boulevard</b></p> <p>604 (917) 453 (279)</p> <p>470 (586) 41 (110)</p> <p>666 (559) 66 (39)</p>
<p><b>4. Thornton Avenue/Marshlands Road</b></p> <p>8 (21) 627 (856)</p> <p>3 (21) 2 (12)</p> <p>5 (13) 680 (609)</p>	<p><b>5. Thornton Avenue/Hickory Street</b></p> <p>25 (6) 601 (860)</p> <p>3 (37) 6 (29)</p> <p>18 (2) 636 (564)</p>	<p><b>6. Willow Street/Thornton Avenue</b></p> <p>29 (11) 29 (16) 32 (15)</p> <p>10 (20) 401 (170) 43 (17)</p> <p>8 (46) 200 (525) 391 (350)</p> <p>233 (370) 11 (13) 14 (36)</p>
<p><b>7. I-880 Southbound Ramps/Thornton Ave</b></p> <p>450 (481) 319 (507)</p> <p>585 (266) 1,135 (1,147)</p> <p>1,000 (1,117) 559 (640)</p>	<p><b>8. I-880 Northbound Ramps/Thornton Ave</b></p> <p>1,296 (872)</p> <p>862 (1,207) 468 (417)</p> <p>415 (541) 266 (685)</p>	<p><b>9. Willow Street/Central Avenue</b></p> <p>9 (0) 342 (297)</p> <p>177 (289) 3 (2)</p> <p>4 (2) 0 (1)</p>
<p><b>10. Central Court/Central Avenue</b></p> <p>2 (10) 6 (47)</p> <p>20 (25) 250 (243)</p> <p>10 (5) 343 (437)</p>	<p><b>11. Filbert Street/Central Avenue</b></p> <p>35 (12) 189 (154)</p> <p>164 (158) 297 (259)</p> <p>7 (21) 303 (498)</p>	<p><b>12. Morton Avenue/Central Avenue</b></p> <p>452 (318) 305 (101)</p> <p>422 (640) 54 (19)</p> <p>15 (81) 62 (359)</p>

Figure 7A  
Existing Plus Project Conditions Peak Hour  
Intersection Traffic Volumes, Lane Configurations and Traffic Controls



**LEGEND**  
 XX (YY) AM (PM) Peak Hour Traffic Volumes  
 Signalized Intersection  
 Stop Sign  
 Project Site  
 Study Intersection

Figure 7B  
 Existing Plus Project Conditions Peak Hour  
 Intersection Traffic Volumes, Lane Configurations and Traffic Controls

- Intersection #20: side-street stop-controlled Cherry Street/Moores Avenue (LOS F in the AM and PM peak hours)

TABLE 5: EXISTING PLUS PROJECT INTERSECTION LEVELS OF SERVICE

Intersection	Control Type <sup>1</sup>	Peak Hour <sup>2</sup>	Existing Conditions		Existing Plus Project Conditions		Significant Impact?
			Delay <sup>3</sup>	LOS <sup>4</sup>	Delay <sup>3</sup>	LOS <sup>4</sup>	
1 Paseo Padre Parkway/ Westbound SR 84 Ramps	Signal	AM	8	A	8	A	No
		PM	5	A	5	A	No
2 Thornton Avenue/ Eastbound SR 84 Ramps	Signal	AM	5	A	6	A	No
		PM	<b>58</b>	<b>E</b>	<b>63</b>	<b>E</b>	Yes
3 Thornton Avenue/ Gateway Boulevard	Signal	AM	9	A	9	A	No
		PM	8	A	8	A	No
4 Thornton Avenue/ Marshlands Road	SSSC	AM	0 (22)	A (C)	0 (24)	A (C)	No
		PM	1 (29)	A (D)	1 (34)	A (D)	No
5 Thornton Avenue/Hickory Street	SSSC	AM	0 (17)	A (C)	0 (19)	A (C)	No
		PM	2 (31)	A (D)	<b>2 (36)</b>	<b>A (E)</b>	No
6 Thornton Avenue/Willow Street	Signal	AM	12	B	12	B	No
		PM	14	B	15	B	No
7 Thornton Avenue/ Southbound I-880 Ramps	Signal	AM	7	A	7	A	No
		PM	10	B	10	B	No
8 Thornton Avenue/ Northbound I-880 Ramps	Signal	AM	11	B	11	B	No
		PM	18	B	18	B	No
9 Central Avenue/Willow Street	SSSC	AM	8 (9)	A (A)	8 (9)	A (A)	No
		PM	9 (9)	A (A)	9 (10)	A (A)	No
10 Central Avenue/Central Court	SSSC	AM	0 (12)	A (B)	0 (13)	A (B)	No
		PM	1 (15)	A (C)	1 (18)	A (C)	No
11 Central Avenue/Filbert Street	SSSC	AM	5 (21)	A (C)	6 (26)	A (D)	No
		PM	5 (29)	A (D)	<b>7 (43)</b>	<b>A (E)</b>	No
12 Central Avenue/Morton Avenue	SSSC	AM	0 (11)	A (B)	4 (25)	A (D)	No
		PM	1 (13)	A (B)	<b>53 (&gt;120)</b>	<b>F (F)</b>	Yes
13 Central Avenue/Sycamore Street	SSSC	AM	<b>20 (88)</b>	<b>C (F)</b>	<b>69 (&gt;120)</b>	<b>F (F)</b>	Yes
		PM	<b>6 (43)</b>	<b>A (E)</b>	<b>16 (&gt;120)</b>	<b>C (F)</b>	Yes
14 Central Avenue/Cherry Street	Signal	AM	39	D	<b>68</b>	<b>E</b>	Yes
		PM	29	C	51	D	No
15 Central Avenue/Newark Boulevard	Signal	AM	15	B	21	C	No
		PM	13	B	14	B	No
16 Central Avenue/Cedar Boulevard	Signal	AM	25	C	25	C	No
		PM	27	C	30	C	No
17 Central Avenue/Timber Street	SSSC	AM	1 (22)	A (C)	1 (22)	A (C)	No
		PM	1 (28)	A (D)	1 (29)	A (D)	No

**TABLE 5: EXISTING PLUS PROJECT INTERSECTION LEVELS OF SERVICE**

Intersection	Control Type <sup>1</sup>	Peak Hour <sup>2</sup>	Existing Conditions		Existing Plus Project Conditions		Significant Impact?
			Delay <sup>3</sup>	LOS <sup>4</sup>	Delay <sup>3</sup>	LOS <sup>4</sup>	
18 Cherry Street/Robertson Avenue	SSSC	AM	<b>1 (&gt;120)</b>	<b>A (F)</b>	<b>2 (&gt;120)</b>	<b>A (F)</b>	No
		PM	<b>2 (120)</b>	<b>A (F)</b>	<b>3 (&gt;120)</b>	<b>A (F)</b>	No
19 Cherry Street/Smith Avenue	Signal	AM	13	B	13	B	No
		PM	6	A	7	A	No
20 Cherry Street/Moores Avenue	SSSC	AM	<b>2 (90)</b>	<b>A (F)</b>	<b>2 (114)</b>	<b>A (F)</b>	No
		PM	<b>2 (42)</b>	<b>A (E)</b>	<b>2 (58)</b>	<b>A (F)</b>	No
21 Cherry Street/Mowry Avenue	Signal	AM	33	C	33	C	No
		PM	26	C	29	C	No
22 Mowry Avenue/ Southbound I-880 Ramps	Signal	AM	12	B	12	B	No
		PM	17	B	17	B	No
23 Mowry Avenue/ Northbound I-880 Ramps	Signal	AM	12	B	12	B	No
		PM	25	C	25	C	No

Notes:

1. SSSC = Side Street Stop Control, Signal = Signalized intersection.
2. AM = morning peak hour, PM = evening peak hour
3. Delay calculated using HCM 2010 methodologies. Whole-intersection average delay presented for signalized intersections. Whole intersection average delay and worst movement delay presented in parenthesis for SSSC intersections.

**Bold** indicates LOS E or F operations.

Source: Fehr & Peers, March 2018

## 5.2 SIGNAL WARRANT ANALYSIS

The peak-hour signal warrant (Warrants 3A and 3B) from the *Manual on Uniform Traffic Control Devices* (MUTCD) was used to evaluate unsignalized intersections that operate at LOS E or F under Existing Plus Project Conditions to determine if a traffic signal is warranted. The following intersections meet Signal Warrants 3A and 3B<sup>1</sup> (see **Appendix C**):

<sup>1</sup> This analysis is intended to examine the general correlation between the current level of development in the region and the need to install new traffic signals. It estimates current traffic compared against a sub-set of the standard traffic signal warrants recommended in the Federal Highway Administration *Manual on Uniform Traffic Control Devices* and associated California MUTCD guidelines. This analysis should not serve as the only basis for deciding whether and when to install a signal. To reach such a decision, the full set of warrants should be investigated by an experienced engineer based on field-measured rather than forecast traffic data and a thorough study of traffic and roadway conditions. Furthermore, the decision to install a signal should not be based solely upon the warrants, since the installation of signals can lead to certain types of collisions. The appropriate agency should undertake regular monitoring of actual

- Central Avenue/Morton Avenue during the PM peak hours
- Central Avenue/Sycamore Street during the AM and PM peak hours

### 5.3 EXISTING PLUS PROJECT INTERSECTION IMPACTS

This section of the report evaluates the intersection LOS results presented in **Table 5** against the intersection impact significance criteria presented in **Section 2.5**.

*Impact 1: Thornton Avenue/Eastbound SR 84 Ramps (Intersection #2)* – The addition of project trips at the signalized Thornton Avenue/Eastbound SR 84 Ramps intersection would exacerbate LOS E operating conditions in the PM peak hour and increase the average delay at the intersection by more than 4.0 seconds. Therefore, the impact to this intersection is a **significant impact**.

*Impact 2: Central Avenue/Morton Avenue (Intersection #12)* – The addition of project trips at the side-street stop-controlled Central Avenue/Morton Avenue intersection would degrade PM peak hour operating conditions from LOS B under Existing Conditions to LOS F under Existing Plus Project Conditions. Because the intersection would meet signal warrants 3A and 3B, the impact to this intersection is a **significant impact**.

*Impact 3: Central Avenue/Sycamore Street (Intersection #13)* – The addition of project trips at the side-street stop-controlled Central Avenue/Sycamore Street intersection would exacerbate LOS F operating conditions in the AM and PM peak hours and increase the average delay for the worst movement at the intersection by more than 4.0 seconds. Because the intersection meets signal warrants 3A and 3B, the impact to this intersection is a **significant impact**.

*Impact 4: Central Avenue/Cherry Street (Intersection #14)* – The addition of project trips at the signalized Central Avenue/Cherry Street intersection would degrade AM peak hour operating conditions from LOS D under Existing Conditions to LOS E under Existing Plus Project Conditions. Therefore, the impact to this intersection is a **significant impact**.

The following unsignalized intersections would operate at LOS E or F but would not meet the signal warrants. Although, the addition of project trips would increase the average delay for the worst movement at the intersection by more than 4.0 seconds, the impact is **less-than-significant**.

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traffic conditions and accident data, and timely re-evaluation of the full set of warrants to prioritize and program intersections for signalization.

- Intersection #5: Thornton Avenue/Hickory Street (LOS E in the PM peak hour)
- Intersection #11: Thornton Avenue/Hickory Street (LOS E in the PM peak hour)
- Intersection #18: Cherry Street/Robertson Avenue (LOS F in the AM and PM peak hour)
- Intersection #20: Cherry Street/Moores Avenue (LOS F in the AM and PM peak hour)

Measures to mitigate the significant impact are presented in **Section 5.4**.

## 5.4 EXISTING PLUS PROJECT IMPACT MITIGATION MEASURES

This section details the mitigation measures for the significant intersection impacts under the Existing Plus Project Conditions.

### 5.4.1 THORNTON AVENUE/EASTBOUND SR 84 RAMPS (INTERSECTION #2)

The project would result in a significant impact at the Thornton Avenue/Eastbound SR 84 Ramps intersection by exacerbating the LOS E operations during the PM peak hour and increasing the average intersection delay by more than 4.0 seconds.

*Mitigation Measure 1:*

- *In coordination with Caltrans, optimize the PM peak hour signal timings at the Thornton Avenue/Eastbound SR 84 Ramps intersection.*

Optimizing PM peak hour signal timings at this intersection to increase the eastbound green time for eastbound movements would improve intersection operations to LOS D, and mitigate the impact to a **less-than-significant** level.

### 5.4.2 CENTRAL AVENUE/MORTON AVENUE (INTERSECTION #12)

The project would result in a significant impact at the Central Avenue/Morton Avenue intersection by degrading PM peak hour operations from LOS B under Existing Conditions to LOS F under Existing Plus Project Conditions and meeting signal warrants.

*Mitigation Measure 2:*

- *Install an actuated-uncoordinated signal at the Central Avenue/Morton Avenue intersection with protected northbound and westbound left turns*

Signalizing the intersection would improve intersection operations to LOS A during the AM peak hour and LOS B during the PM peak hour, and mitigate the impact to a **less-than-significant** level.

#### 5.4.3 CENTRAL AVENUE/SYCAMORE STREET (INTERSECTION #13)

The project would result in a significant impact at the Central Avenue/Sycamore Street intersection by degrading AM peak hour operations from LOS E under Existing Conditions to LOS F under Existing Plus Project Conditions and meeting signal warrants. Also, the project would exacerbate the LOS F operations during the PM peak hour and increasing the average intersection delay by more than 4.0 seconds.

##### *Mitigation Measure 3:*

- *Install an actuated-uncoordinated signal at the Central Avenue/Sycamore Street intersection with protected southbound and eastbound left turns*

Signalizing the intersection to allow protected left turns would improve intersection operations to LOS A for the AM and PM peak hours, and mitigate the impact to a **less-than-significant** level.

#### 5.4.4 CENTRAL AVENUE/CHERRY STREET (INTERSECTION #14)

The project would result in a significant impact at the Central Avenue/Cherry Street intersection by degrading AM peak hour operations from LOS D under Existing Conditions to LOS E under Existing Plus Project Conditions.

##### *Mitigation Measure 4:*

- *Optimize AM peak hour signal timings at the Central Avenue/Cherry Street intersection*

Optimizing AM peak hour signal timings at this intersection to provide increased green time for northbound left turns would improve overall intersection operations to LOS D, and mitigate the impact to a **less-than-significant** level.

**Table 6** summarizes the intersection LOS calculations for the mitigation measures.

TABLE 6: MITIGATION MEASURES INTERSECTION LEVELS OF SERVICE

Intersection	Control Type <sup>1</sup>	Peak Hour <sup>2</sup>	Exiting Plus Project Conditions		Exiting Plus Project Conditions - Mitigated	
			Delay <sup>3</sup>	LOS <sup>4</sup>	Delay <sup>3</sup>	LOS <sup>4</sup>
2 Thornton Avenue/ Eastbound SR 84 Ramps	Signal	AM	6	A	6	A
		PM	<b>63</b>	<b>E</b>	39	D
12 Central Avenue/Morton Avenue	SSSC/	AM	4 (25)	A (D)	5	A
	Signal <sup>4</sup>	PM	<b>53 (&gt;120)</b>	<b>F (F)</b>	11	B
13 Central Avenue/Sycamore Street	SSSC/	AM	<b>69 (&gt;120)</b>	<b>F (F)</b>	9	A
	Signal <sup>4</sup>	PM	<b>16 (&gt;120)</b>	<b>C (F)</b>	7	A
14 Central Avenue/Cherry Street	Signal	AM	<b>68</b>	<b>E</b>	53	D
		PM	51	D	51	D

## Notes:

1. SSSC = Side Street Stop Control, Signal = Signalized intersection.
2. AM = morning peak hour, PM = evening peak hour
3. Delay calculated using HCM 2010 methodologies. Whole-intersection average delay presented for signalized intersections. Whole intersection average delay and worst movement delay presented in parenthesis for SSSC intersections.
4. Intersections #12 and #13 are SSSC under the Existing Plus Project scenario and signalized under the Existing Plus Project – Mitigated scenario.

**Bold** indicates intersection operations at LOS E or LOS F.

Source: Fehr & Peers, March 2018

## 6.0 PARKING ANALYSIS

This chapter compares the proposed project parking supply against the City of Newark's Zoning Ordinance parking requirements. The project site is located in a General Industrial zone, which is intended to accommodate a broad range of manufacturing, warehousing, wholesaling, and distribution uses. Section 17.23.040 of the City of Newark Zoning Ordinance specifies requirements for the provision of on-site parking. For industrial uses, one on-site parking space is required per 1,000 square feet of floor area. For offices, one on-site parking space is required per 300 square feet of gross floor area.

Required parking spaces serving non-residential uses must be located on the same land parcel as the use they serve. Therefore, the parking analysis was conducted for each project building separately as well as for the project overall. **Table 7** compares the proposed on-site parking supply with City requirements for each project building and for the whole project.

**TABLE 7: PARKING ANALYSIS**

	Unit	Building 1 <sup>1</sup>	Building 2 <sup>1</sup>	Building 3 <sup>1</sup>	Building 4 <sup>1</sup>	Project Total <sup>2</sup>
Industrial Space	ksf GFA <sup>3</sup>	153.6	134.2	67.6	214.4	569.8
Office Space	ksf GFA <sup>3</sup>	8.1	7.1	8.5	11.2	34.9
Area Total	ksf GFA <sup>3</sup>	161.7	141.3	76.1	225.6	604.7
<b>Parking Supply<sup>1</sup></b>	<b># of spaces</b>	<b>181</b>	<b>159</b>	<b>136</b>	<b>254</b>	<b>730</b>
Industrial Parking Requirement <sup>4</sup>	# of spaces	154	135	68	215	572
Office Parking Requirement <sup>4</sup>	# of spaces	27	24	29	38	118
<b>Total Parking Requirement<sup>4</sup></b>	<b># of spaces</b>	<b>181</b>	<b>159</b>	<b>97</b>	<b>253</b>	<b>690</b>
<b>Parking Surplus</b>	<b># of spaces</b>	<b>0</b>	<b>0</b>	<b>+39</b>	<b>+1</b>	<b>+40</b>

Notes:

1. Parking supply, building numbers, and building sizes (areas) are as indicated on Figure 1 (Project Site Plan).
2. The values in the Project Total column are the sum of the values under the Buildings 1, 2, and 3, and Building 4 columns.
3. 1 ksf GFA = 1,000 square-feet gross floor area
4. Required number of on-site parking spaces per Table 17.23.040 of the City of Newark Zoning Ordinance; Industrial: 1 space per 1,000 GFA; Office: 1 space per 300 GFA.

Source: Fehr & Peers, March 2018.

As shown in **Table 7**, the proposed project would provide 730 parking spaces, which would exceed the 690 spaces required by the City Code by 40 spaces. When considering the project buildings separately, Buildings 1 and 2 would meet, and Buildings 3 and 4 would exceed the Code requirements.

## 7.0 SITE PLAN REVIEW AND RECOMMENDATIONS

The project site plan (dated February 15, 2018, and shown on **Figure 1**) details the multimodal access and on-site circulation configuration for the project site.

The site plan review consists of the following elements:

- Motor vehicle circulation and access
- Site access and interface with roadway network
- Pedestrian access and circulation within and adjacent to the site
- Bicycle access and circulation within and adjacent to the site
- Emergency vehicle access and circulation
- Truck access and loading/unloading areas

### 7.1 MOTOR VEHICLE CIRCULATION AND ACCESS

A ring parking access/circulator roadway provides internal access to all sides of Buildings 1, 2, and 3, except for the south side of Building 3. For Building 4, a full ring parking access/circulator roadway is. The on-site circulator roadways would have a minimum width of 26 feet, which would accommodate two vehicles traveling in opposite directions at the same time. Interface areas between the circulator roadway and driveway access points are open and free of obstructions. Parking stalls are provided along one or both sides of most sections of the circulator roadways. The circulator roadways provide adequate space for vehicles maneuvering in and out of the parking spaces.

### 7.2 SITE ACCESS AND INTERFACE WITH ROADWAY NETWORK

Vehicle access for Buildings 1, 2, and 3 is provided by a full access driveway on Central Avenue and two full access driveways on Morton Avenue. Vehicle access for Building 4 is provided by three full access driveways on Morton Avenue. All movements would be allowed at all driveways. The driveways have throat depths between 25 and 45 feet. The minimum 25-foot throat depth provides adequate space for one vehicle to queue without conflicting with the internal circulator roadway. Trucks would access the site via the driveways on Morton Avenue. The driveways would have adequate lane width to accommodate right- and left-turn movements to/from Morton Avenue. **Section 7.6** discusses truck access in further detail.

### 7.3 PEDESTRIAN ACCESS AND CIRCULATION

Pedestrian paths of travel through the project site are indicated by a dashed line on the project site plan. Pedestrians would access Buildings 1, 2, and 3 from Central Avenue using a sidewalk on the west side of the Central Avenue driveway. This sidewalk connects to a crosswalk across the circulator roadway, providing direct access to Building 3. Pedestrian access to Buildings 1 and 2 would be provided from Building 3 via internal walkways and striped crosswalks across the circulator roadway. Additional pedestrian access to Buildings 1, 2, and 3 is provided by sidewalks on the west side of both driveways on Morton Avenue connecting to internal walkways and crosswalks across the circulator roadway.

Pedestrians would access Building 4 from two pedestrian paths located near the west and east driveways on Morton Avenue. These paths connect to crosswalks across the circulator roadway, providing direct access to Building 4. Pedestrians walking between Buildings 1, 2, and 3 to the north and Building 4 to the south would cross Morton Avenue. Pedestrians wishing to cross Central Avenue, including pedestrians traveling between the bus stops on Central Avenue and the project site, would likely cross at the Central Avenue/Morton Avenue intersection, which would be signalized as a result of Mitigation Measure 2, described in Section 5.4.2 of this report, which would provide a signal-protected pedestrian crossing.

### 7.4 BICYCLE ACCESS, CIRCULATION AND PARKING

Bicyclists would access the project site via all driveways and would use the circulator roadway to access each building entrance. The site design would facilitate bicycle access from the street to each building entrance.

The site plan shows exterior bicycle racks outside every building entrance. The provision of secure, long-term bicycle parking is not shown. For industrial uses, the Newark Zoning Ordinance does not require short-term bicycle parking. Secure, long-term bicycle parking is required for any establishment with 25 or more full time employees. One long-term bicycle parking space per 30 vehicle spaces is required within 100 feet of each building entrance. At least 60 percent of the long-term bicycle parking must be covered either inside a building, under roof overhangs, or in bicycle lockers. Thus, the project is required to provide a minimum of 24 long-term bicycle parking spaces.

### 7.5 EMERGENCY VEHICLE ACCESS

Service and emergency vehicles would access the project site from any of the six driveways. A ring parking access/circulator roadway provides internal access to all sides of Buildings 1, 2, and 3 except for the south

side of Building 3. For Building 4, a full ring parking access/circulator roadway would be provided. The on-site circulator roadways are designated as fire lanes and would have a minimum width of 26 feet, which would provide adequate space for emergency vehicles to maneuver. All areas of the project site are accessible from at least two directions in the event of blockage of an internal roadway. Therefore, the project would not conflict with existing or planned emergency response routes, nor would it provide inadequate access to accommodate emergency vehicles.

## 7.6 TRUCK ACCESS AND LOADING/UNLOADING AREAS

Trucks would access the site via the 35-foot wide driveways on Morton Avenue. Truck bays for loading/unloading are provided along the east side of Buildings 1 and 2, along the west side of Building 3, and along the south side of Building 4.

A truck turn analysis (using AutoTurn) of ingress/egress between the public roadway system and the truck bays was performed; the outputs of this analysis are included in **Appendix D**. The analysis was performed using the AASHTO WB-67 truck type (a tractor-trailer combination with a 53-foot trailer); considering the site's proximity to the Interstate system (which allows WB-67 trucks), this vehicle was selected as the design vehicle.

The analysis shows that Morton and Central Avenues would accommodate trucks turning right and left in and out of the project driveways. Within the project site, trucks would have at least one clear path of entry or exit between at least one project driveway and each truck bay. Trucks would not conflict with any parking stalls or curbs while navigating through the site and into and out of the truck bays.

## 7.7 RECOMMENDATIONS

Based on the site plan analysis above, the following recommendation has been developed to improve site access and on-site circulation.

*Provide secure long-term bicycle parking for each building* – To improve bike accessibility and comply with the City of Newark Zoning Ordinance of one secure long-term bicycle parking space for every 30 vehicle spaces serving each building, provide at least 24 secure bicycle parking spaces.

**F.1 Authorization for the Mayor to sign an agreement with the *Tri-City Voice* for legal advertising services for Fiscal Year 2018-2019 – 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 Public Contract Code requires the City to invite bids for legal advertising and award the contract on a fiscal year basis.

The *Tri-City Voice* provided a quote of \$1.25 per line, which is the same amount as the current agreement. Their circulation has remained steady at 4,500 newspapers within the City of Newark.

Staff recommends awarding the agreement to the *Tri-City Voice*. Funds are budgeted in the city departments that place legal advertising in the newspaper.

**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 2018-2019.

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 2018-2019

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

WHEREAS, staff recommends awarding the agreement to the *Tri-City Voice* for fiscal year 2018-2019; 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 2018-2019 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.

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 10TH day of MAY, 2018 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **WHAT'S HAPPENING TRI-CITY VOICE**, ("Consultant"), collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, City requested proposals to perform the services generally including: **LEGAL ADVERTISING SERVICES FOR FISCAL YEAR 2018-2019.**

**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  
Attn: 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 an invoice, 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 rendered pursuant to this Agreement.

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  
Attn: 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 Code 1, (any auto), or Code 8 (hired) and Code 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 a general aggregate limit applies, 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 and completed operations, property damage, bodily injury, and 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; **\$2,000,000** aggregate.

**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 ("Additional Insureds") 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 Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, 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 above 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. Deductibles and Self-Insured Retentions (SIR). All deductibles and 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, 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 subconsultants. 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.

**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 \_\_\_\_\_

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.**

**PROPOSAL**  
**City of Newark**  
**Legal Advertising Fiscal Year 2018-2019**

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

---

Company Name/Newspaper

**39737 Paseo Padre Parkway, Suite B**

---

Address

**Fremont, CA 94538**

---

City, State and Zip Code

**(510) 494-1999**

---

Phone Number

**(510) 796-2462**

---

Fax Number

Cost of advertising per line per column      **\$ 1.25**      Column Size **1.875 inches**

Total cost of attached sample notice.      **\$ 63.75**

Cost for second publication of same ad (following week)      **\$ 63.75**

Cost to post notice on your newspaper's website      **Included / No Additional Cost**

Day(s) of week newspaper is published      **Tuesdays**

Required lead time for publication:      **6 Days**

Lead time for retractions or corrections:      **4 Days**

Approximate City of Newark  
Circulation      **4,500**

Approximate total  
Circulation      **\*24,500**

**\*Distribution through paid subscriptions and stacks and racks (free). Complete newspaper in printed form (including archives) is available on website ([www.tricityvoice.com](http://www.tricityvoice.com)) and mobile app TCV NEWS. Currently over 18,000 hits per day.**

**LIST OF SUBVENDORS**

The bidder shall list the name and address of each subvendor to whom the bidder proposes to subcontract portions of the work, as required by law.

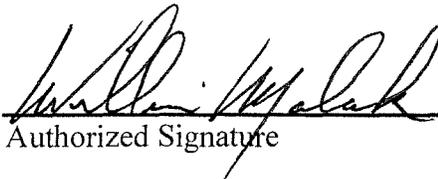
Name and Address:

**The Daily Journal Corporation  
915 E. First Street  
Los Angeles, CA**

Description of portion of work subcontracted:

**Billing, Typeset, Proof-read, ADTECH electronic submission and filing system**

I certify that the foregoing is true and correct:

	<b>Publisher</b>	<b>William Marshak</b>
Authorized Signature	Title	Name Printed

## **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 San Leandro, 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](http://www.tricityvoice.com) offers the complete newspaper – including legal notices – online for review at no cost. Currently, this website receives over 1,800 impressions per day. The complete newspaper is also available on the TCV News mobile app.

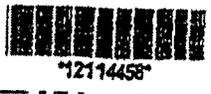
What's Happening, Inc. is a local company, owned and operated by Fremont residents which seeks to employ local residents as well. Currently, What's Happening, Inc. employs 25 people plus contract writers and photographers; the majority are Tri-City residents. Our office at 39737 Paseo Padre Parkway, Suite B in Fremont is the sole office of TCV and houses four 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 are 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  
4 Fremont, California 94539

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

6 Attorneys for Petitioner  
7 William Marshak

**FILED**  
ALAMEDA COUNTY

MAY 18 2015

By Scott Deutz

8 SUPERIOR COURT, STATE OF CALIFORNIA  
9  
10 COUNTY OF ALAMEDA

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

Case No.: HG14716669

JUDGMENT ASCERTAINING  
AND ESTABLISHING  
NEWSPAPER AS ONE OF  
GENERAL CIRCULATION

[Gov C § 6000, et seq.]

16  
17 Bay Area News Group, Contestant

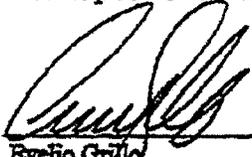
18  
19  
20 The verified petition of William Marshak to have the standing of "What's Happening's TRI-  
21 CITY VOICE" newspaper ascertained and established as a newspaper of general circulation, as  
22 defined in Section 6000 of the Government Code, came on regularly for hearing by the court on  
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

1 Evidence, both oral and documentary, was introduced on behalf of William Marshak and the  
2 "What's Happening's TRI-CITY VOICE" newspaper. The matter was argued and submitted for  
3 decision.  
4

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

6 WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, that the newspaper  
7 "What's Happening's TRI-CITY VOICE" is a newspaper of general circulation for the City of  
8 Fremont, County of Alameda, State of California, as defined in Government Code section 6000, et  
9 seq., of the California Government Code; said newspaper meets the requirements of Government Code  
10 section 6000, et seq., and is entitled to publish public notices pursuant thereto.  
11

12 Dated: MAY 1<sup>8</sup> 2015

  
14 Evelio Grillo  
15 Judge of the Superior Court

16  
17 Approved as to form:  
18  
19 \_\_\_\_\_  
20 Duffy Carolan  
21 Jassy Vick Carolan LLP  
22 Attorneys for Contestant  
23 Bay Area News Group  
24  
25  
26  
27  
28



WHATHAP-01

CASSANDRAC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2018

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> McDermott Costa Co., Inc. 1045 MacArthur Blvd. San Leandro, CA 94577	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (510) 351-7460	FAX (A/C, No): (510) 357-3230
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  What's Happening Inc., DBA: Tri-City Voice 39120 Argonaut Way #335 Fremont, CA 94538	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Travelers Indemnity Co of CT	<b>NAIC #</b> 25682
	<b>INSURER B :</b> Mercury Casualty Company	
	<b>INSURER C :</b> Sentinel Insurance Company	11000
	<b>INSURER D :</b> Hanover Insurance Company	
	<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660-4H090748	06/09/2017	06/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CCA0012201	05/21/2017	05/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	57WECZJ4487	05/11/2017	05/11/2018	PER STATUTE    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	<b>Professional Liabil</b>			LHFD01651602	08/15/2017	08/15/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CG D1 05 04 94 - Blanket Additional Insured when Applicable

### PROOF OF INSURANCE

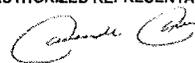
### CERTIFICATE HOLDER

### CANCELLATION

**PROOF**

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.

**F.2 Acceptance of work with SpenCon Construction, Inc. for 2018 Citywide Accessible Pedestrian Curb Ramps, Project 1167 – from Senior Civil Engineer Tran. (RESOLUTION)**

**Background/Discussion** – On March 22, 2018, the City of Newark awarded a contract to SpenCon Construction, Inc. for 2018 Citywide Accessible Pedestrian Curb Ramps, Project 1167. The project upgraded curb ramps to meet current ADA standards at various locations throughout the City. In order to fully utilize the amount of Transportation Development Act Article 3 (TDA Article 3) funds allocated to the City of Newark for Fiscal Year 2017-18, staff initiated a change order to add three (3) additional curb ramps to the project. A total of 41 curb ramps were upgraded to current standards.

This project was completed on time and within the original budget using a combination of TDA Article 3 special grant funds and Alameda County Measure B/BB Sales Tax funds.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, accept the work with SpenCon Construction, Inc. for 2018 Citywide Accessible Pedestrian Curb Ramps, Project 1167.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE WORK WITH SPENCON  
CONSTRUCTION FOR 2018 CITYWIDE ACCESSIBLE  
PEDESTRIAN CURB RAMPS, PROJECT 1167

WHEREAS, the City of Newark has entered into a contract with SpenCon Construction, Inc., pursuant to Resolution No. 10759, for 2018 Citywide Accessible Pedestrian Curb Ramps, Project 1167, in the City of Newark, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the contract hereinabove referred to and the conditions thereof.

NOW, THEREFORE, BE IT RESOLVED that said work is hereby accepted and the City Council does hereby authorize the release of bonds guaranteeing completion of the work, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract.

**F.3 Acceptance of work with G. Bortolotto & Company, Inc. for the 2017 Asphalt Concrete Street Overlay Program, Project 1141 – from Senior Civil Engineer Tran.  
(RESOLUTION)**

**Background/Discussion** – On June 22, 2017, the City Council awarded a contract to G. Bortolotto & Company, Inc. for the 2017 Asphalt Concrete Street Overlay Program, Project 1141. This project consisted of localized patch paving, pavement grinding, pavement resurfacing, and re-striping on various City streets.

This project was completed on time and within the original budget using Alameda County Measure B Sales Tax funds, Vehicle Registration Fee funds, and the Traffic Congestion Relief Fund.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, accept the work with G. Bortolotto & Company, Inc. for the 2017 Asphalt Concrete Street Overlay Program, Project 1141.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE WORK WITH G. BORTOLOTTO  
& COMPANY, INC. FOR THE 2017 ASPHALT CONCRETE  
STREET OVERLAY PROGRAM, PROJECT 1141

WHEREAS, the City of Newark entered into a contract with G. Bortolotto & Company, Inc., pursuant to Resolution No. 10668, for the 2017 Asphalt Concrete Street Overlay Program, Project 1141, in the City of Newark, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the contract hereinabove referred to and the conditions thereof.

NOW, THEREFORE, BE IT RESOLVED that said work is hereby accepted and the City Council does hereby authorize the release of bonds guaranteeing completion of the work, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract.

**F.4 Authorization for the City Manager to sign Task Order No. 1 with St. Francis Electric, LLC, for additional traffic signal and street light maintenance services – from Public Works Director Fajeau. (RESOLUTION)**

**Background/Discussion** - On June 22, 2017, the City Council approved a Contractual Services Agreement with St. Francis Electric, LLC for on-call traffic signal and street light maintenance services. Due to a high number of street light knockdowns and other increased ongoing maintenance needs during the current fiscal year, a task order modification to the existing contract with St. Francis Electric, LLC, is necessary to increase the total contract value by \$67,000. Although the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 contains sufficient funds designated for traffic signal and street light maintenance services as proposed with this Task Order No. 1, a contractual task order change in excess of \$50,000 is subject to approval by the City Council.

**Attachment**

**Action** – It is recommended that the City Council, by resolution, authorize the City Manager to sign Task Order No. 1 with St. Francis Electric, LLC, for additional traffic signal and street light maintenance services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF NEWARK AUTHORIZING THE CITY MANAGER  
TO SIGN TASK ORDER NO. 1 WITH ST. FRANCIS  
ELECTRIC, LLC, FOR ADDITIONAL STREET LIGHT  
AND TRAFFIC SIGNAL MAINTENANCE SERVICES

WHEREAS, the City Council of the City of Newark approved a Contractual Services Agreement with St. Francis Electric, LLC, for on-call traffic signal and street light maintenance services on June 22, 2017 under City Council Resolution No. 10,669; and

WHEREAS, there has been an increase in the number of street light knockdowns and other maintenance needs during the current fiscal year that require a task order increase to the existing contract with St. Francis Electric, LLC, in the amount of \$67,000; and

WHEREAS, the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 has sufficient funds designated for traffic signal and street light maintenance needs; and

WHEREAS, contractual task order modifications in excess of \$50,000 require authorization by the City Council under the City of Newark Purchasing Rules and Regulations pursuant to Ordinance No. 142, as amended by City Council Resolution No. 10,421.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to sign Task Order No. 1 with St. Francis Electric, LLC for additional traffic signal and street light maintenance services in the amount of \$67,000.

**TASK ORDER #1**  
**Addition to**  
**CONTRACTUAL SERVICES AGREEMENT**  
**For**  
**ST. FRANCIS ELECTRIC, LLC.**

The City desires and hereby authorizes the performance of additional on-call traffic signal and street light maintenance services.

**Task Order #1:**

**Consultant's Services.** Consultant shall perform the services described in Exhibit A in accordance with the original Contractual Services Agreement dated June 22, 2017, with the following authorized changes.

**"Not to Exceed" Compensation.** The "not to exceed" total compensation for services performed by Consultant is hereby increased by \$67,000, for a total compensation not to exceed \$134,500.

All other terms and conditions set forth in the original Contractual Service Agreement dated June 22, 2017 shall remain in full force and effect.

CITY OF NEWARK  
a municipal corporation

ST. FRANCIS ELECTRIC, LLC,  
a California limited liability company

\_\_\_\_\_  
John Becker, City Manager

\_\_\_\_\_  
Guy Smith, President

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### *SCOPE OF SERVICES*

Consultant services shall include, but not be limited to the following tasks:

- **Preventative and Routine Maintenance:** Periodic inspection, testing, record keeping, cleaning, repair and replacement of all traffic signal equipment in order to prevent or reduce the occurrence of potential malfunctions and extend the useful life of the equipment. Preventative and routine maintenance of the City's traffic signal systems shall include, but may not be limited to, the following:

#### Preventative Service of Traffic Signals

- Clean all signal lenses and Emergency Vehicle Pre-Emption (EVP) units
- Strobe test EVP system with an emitter for all approaches
- Check all vehicular detector units for tuning and operation
- Check all pedestrian push buttons for functional operation
- Test battery back-up system
- Check cabinet ventilation fan for thermal control and operation
- Vacuum cabinet and replace filter

- **Responsive Maintenance & Emergency Repair:** Responsive maintenance and emergency repairs to damaged or malfunctioning equipment shall be performed by the selected firm(s) at the direction of the Engineer and shall constitute work made necessary due to damage due to collision, Acts of Nature, malicious mischief or replacement of obsolete or malfunctioning equipment.

#### Responsive Maintenance

- Traffic signal and street light repairs may be provided at the City's request or in response to a condition noted by the Contractor, with authorization from the City
- Vehicle and pedestrian signal indications to be re-lamped on an as-needed bases rather than all at once. Location list to be provided by the City
- Street lights and safety lighting at traffic signals to be re-lamped as burnouts occur, when spotted by the Contractor and confirmed by the City, or when reported to the Contractor by the City

#### Emergency Repair

- 24-hour callout service for pole knockdowns, accident damage or other situations that may create a safety concern.
- Accident damage repair includes cleanup of equipment debris, erection of barricades or signs, hookup of a temporary signal controller, temporary poles and signals if necessary, traffic control, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the traveling public
- Replacement of burned-out signal indications shall be performed immediately when requested by the City



City of Newark

MEMO

**DATE:** April 30, 2018  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *SH*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of May 10, 2018.

**REGISTER OF AUDITED DEMANDS**

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 19, 2018	Page 1-2	114260 to 114334	Inclusive
April 27, 2018	Page 1-2	114335 to 114398	Inclusive



City of Newark

MEMO

**DATE:** April 30, 2018  
**TO:** Sheila Harrington, City Clerk  
**FROM:** Susie Woodstock, Administrative Services Director *skw*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of May 10, 2018.

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

Final Disbursement List. Check Date 04/19/18, Due Date 04/30/18, Discount Date 04/30/18. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
114260	10736	ABACUS PRODUCTS INC	04/19/18	701.29	CITY LETTERHEAD/ENVELOPES
114261	10	ABC FIRE PROTECTION INC	04/19/18	81.89	FLEET SERVICE
114262	11539	ACCESS INFORMATION HOLDINGS, LLC.	04/19/18	80.00	SHREDDING SVCS
114263	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	04/19/18	424.20	BACKGROUND CHECKS
114264	11094	ACME AUTO LEASING, LLC	04/19/18	1,909.44	ARMORED RESCUE VEH LEASE
114265	1774	AIRGAS USA, LLC	04/19/18	61.12	FLEET SUPPLIES
114266	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	04/19/18	11,232.13	FIRE TRUCK REPAIR AND PARTS
114267	11481	AMERICAN CANINE INSTITUTE	04/19/18	270.60	RECREATION CONTRACT
114268	8414	ANDRE'S MECHANICAL & GENERAL ENGINEERING	04/19/18	990.00	PUMP REPAIR
114269	11511	AQUATIC DESIGN GROUP, INC.	04/19/18	1,330.51	AQUATIC CENTER DESIGN
114270	4534	BAY AREA BARRICADE SERVICE INC	04/19/18	281.51	PROJECT #1135 STREET SIGNS
114271	9680	BAY CENTRAL PRINTING	04/19/18	127.56	BUSINESS CARD IMPRINTING
114272	23	FRANK BONETTI PLUMBING INC	04/19/18	552.92	PLUMBING REPAIR
114273	3665	BRUCE'S TIRE	04/19/18	182.50	TIRES
114274	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	04/19/18	2,028.60	BUILDING STANDARDS FEES
114275	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	04/19/18	6,419.79	STRONG MOTION/SEISMIC MAPPING FEES
114276	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	04/19/18	254.25	LEGAL LIBRARY RESOURCES
114277	7439	CENTERVILLE LOCKSMITH	04/19/18	12.14	KEYS FOR SILLIMAN
114278	33	CENTRAL TOWING & TRANSPORT LLC	04/19/18	160.00	TOWING
114279	214	CENTRAL VETERINARY HOSPITAL	04/19/18	317.00	VET SVCS
114280	10825	CHEVROLET OF FREMONT	04/19/18	31.28	FLEET PARTS
114281	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	04/19/18	573.49	FUEL
114282	6304	CLASSIC GRAPHICS T & J LEWIS INC	04/19/18	1,443.15	BUILDING PART
114283	5382	COST RECOVERY SYSTEMS INC	04/19/18	5,250.00	STATE MANDATE CLAIM PREP SVCS
114284	10649	COMMERCIAL TREE CARE	04/19/18	100.00	TREE REMOVAL PERMIT REFUND
114285	10649	MATTHEW J. PESTANA	04/19/18	1,000.00	PERFORMANCE BOND RTN EP# 2016-0004
114286	10649	CARDNO, INC.	04/19/18	1,000.00	PERFORMANCE BOND RTN EP# 2016-0095
114287	10649	HIGH DEFINITION SOLAR INC.	04/19/18	1,000.00	PERFORMANCE BOND RTN EP# 2016-0112
114288	10793	JANNE S DEO-ISMAIL	04/19/18	300.00	RENTAL DEPOSIT REFUND
114289	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	04/19/18	135.00	PH NOTICES
114290	6365	MARK DELAPPE	04/19/18	97.10	EXPENSE REIMBURSEMENT
114291	11603	DOOLEY ENTERPRISES, INC.	04/19/18	29,147.68	AMMUNITION
114292	11015	EAST BAY LAWN MOWER	04/19/18	22.06	FLEET SUPPLIES AND MAINT
114293	10904	EAST BAY REFRIGERATION	04/19/18	331.92	REFRIGERATOR MAINTENANCE
114294	10642	FASTENAL COMPANY	04/19/18	2.86	FLEET PARTS
114295	522	FEDEX	04/19/18	1,118.73	FEDEX CHARGES
114296	6437	FOREMOST PROMOTIONS	04/19/18	697.17	UB HONORS PROGRAM
114297	5137	FOUR SEASONS POOL SERVICE	04/19/18	928.06	POOL MAINT
114298	11112	FREMONT CHRYSLER DODGE JEEP RAM	04/19/18	103.91	FLEET PARTS
114299	11465	FRONTIER BUILDING PRODUCTS PACIFIC	04/19/18	891.00	DOOR REPAIR
114300	167	HARRIS COMPUTER SYSTEMS	04/19/18	3,393.89	SELECT ERP MAINTENANACE
114301	4845	HDL COREN & CONE	04/19/18	645.00	CAFR STATISTICAL PKG Reinstated from cla
114302	11594	JUAN HERRERA	04/19/18	180.94	EXPENSE REIMBURSEMENT
114303	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	04/19/18	1,173.55	FLEET SUPPLIES
114304	11490	LORENZO HOULE	04/19/18	250.00	EXPENSE REIMBURSEMENT
114305	3642	IMAGE SALES INC	04/19/18	47.64	SUPPLIES FOR CITY ID BADGES
114306	263	INTELLI-TECH INTELLIGENT TECHNOLOGIES AN	04/19/18	460.00	CHEMICAL SUPPRESSION SERVICE
114307	10777	RYAN JOHNSON	04/19/18	146.00	EXPENSE REIMBURSEMENT
114308	73	THE ED JONES CO INC	04/19/18	115.40	BADGES & INSIGNIA
114309	11494	KANEN TOURS, INC.	04/19/18	2,079.00	FILOLI GARDENS TRIP - 04/11/18
114310	76	LN CURTIS & SONS	04/19/18	2,138.72	AMMUNITION

Final Disbursement List. Check Date 04/19/18, Due Date 04/30/18, Discount Date 04/30/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
114311	11335	LEGACY ROOFING & WATERPROOFING	04/19/18	2,405.00	PROJECT 1128 ROOF REPAIRS
114312	11246	LOOMIS ARMORED	04/19/18	284.01	ARMORED CAR SERVICE
114313	9029	MEYERS NAVE RIBACK SILVER & WILSON	04/19/18	1,160.17	LITIGATION & LEGAL CONSULTING SRVCS
114314	10907	MICHAEL YORKS	04/19/18	1,950.00	BACKGROUND INVESTIGATIONS
114315	718	NEWARK ASSOCIATION OF MISC EMPLOYEES N A	04/19/18	185.00	REJECTED NAMES DUES - CLOSED ACCOUNT
114316	349	PACIFIC GAS & ELECTRIC	04/19/18	41,539.02	CITY ELECTRIC & GAS
114317	11591	PORTER RENTS, LLC PORTER HIRE LIMITED SO	04/19/18	1,201.70	EQUIPMENT RENTAL
114318	1772	POWER MAINTENANCE CORPORATION	04/19/18	3,200.00	UPS MAINTENANCE CONTRACT FOR 2017-2018 &
114319	9337	ELIZABETH DANSIE, M.A., M.F.C.C. PSYCHOL	04/19/18	200.00	PATROL NON-POST TRAINING
114320	11573	REYES COCA-COLA BOTTLING LLC.	04/19/18	1,144.92	COCA-COLA ORDER FOR CAFE
114321	4610	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT AT	04/19/18	467.00	PATROL POST TRAINING
114322	112	WILLE ELECTRICAL SUPPLY CO INC	04/19/18	2,664.66	PARTS FOR LIGHT FIXTURES
114323	11612	ARIEL SAN PEDRO	04/19/18	670.67	EXPENSE REIMBURSEMENT
114324	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	04/19/18	4,930.00	FIRE ALARM MONITORING
114325	11296	SIGNATURE CARPET ONE	04/19/18	925.00	PROJECT 1163 BUILDING FLOOR COVERING
114326	377	SIMON & COMPANY INC	04/19/18	1,930.62	LEGISLATIVE SERVICES
114327	40	STAPLES ADVANTAGE DEPT LA	04/19/18	1,414.70	OFFICE SUPPLIES
114328	676	SUMMIT UNIFORMS CORP	04/19/18	872.91	VEST EQUIP REPL; APPROVAL #2017-13
114329	11396	SWA SERVICES GROUP INC	04/19/18	32,017.96	JANITORIAL SERVICE
114330	6797	US BANK CORPORATE PAYMENT	04/19/18	18,014.61	US BANK CC PAYMENT 03/22/18
114331	7517	U S FOODS INC SAN FRANCISCO	04/19/18	2,743.45	FOOD FOR THE CAFE
114332	5623	VERIZON WIRELESS	04/19/18	93.62	GPS TRACKERS
114333	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	04/19/18	25.00	LAB TESTS
114334	11417	WHOLESALE DISTRIBUTION ALLIANCE	04/19/18	549.15	RETAIL MERCHANDISE
Total				202,810.17	

Final Disbursement List. Check Date 04/27/18, Due Date 05/07/18, Discount Date 05/07/18. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
114335	10658	4LEAF, INC.	04/27/18	796.87	PLAN CHECK SERVICES
114336	11534	ABBE & ASSOCIATES LLC	04/27/18	5,080.00	CONSULTANT SERVICES
114337	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	04/27/18	2,138.00	CITATION PROCESSING FEES - MAR'18
114338	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	04/27/18	228.25	CRIME LAB FEES
114339	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	04/27/18	2,913.88	AWS ACCESS FEES
114340	11608	ALICE TRAINING INSTITUTE LLC	04/27/18	595.00	PATROL NON POST TRAINING
114341	5821	ALL CITY MANAGEMENT SERVICES, INC	04/27/18	1,562.40	CROSSING GUARD SVCS
114342	14	ALPINE AWARDS	04/27/18	487.60	UB DISPATCHER OF YR PLAQUE
114343	11511	AQUATIC DESIGN GROUP, INC.	04/27/18	3,840.00	AQUATIC CENTER DESIGN
114344	348	AT&T	04/27/18	114.25	AT & T T1, LONG DISTANCE
114345	9680	BAY CENTRAL PRINTING	04/27/18	204.51	BUSINESS CARD IMPRINTING
114346	23	FRANK BONETTI PLUMBING INC	04/27/18	270.00	PLUMBING REPAIR
114347	1383	KAREN BRIDGES	04/27/18	100.00	EXPENSE REIMBURSEMENT
114348	9888	BUREAU VERITAS NORTH AMERICA INC.	04/27/18	8,510.91	PLAN REVIEW SERVICES
114349	1521	MICHAEL CARROLL	04/27/18	1,138.74	EXPENSE REIMBURSEMENT
114350	11563	CENTRAL VALLEY TOXICOLOGY, INC.	04/27/18	250.00	LAB TESTS
114351	3751	BRYAN COBB	04/27/18	122.70	EXPENSE REIMBURSEMENT
114352	11076	CRIME SCENE CLEANERS INC	04/27/18	70.00	HAZ WASTE CLEAN UP
114353	10650	GMAC CONSTRUCTION	04/27/18	4,020.00	BUSINESS LICENSE FEE REFUND
114354	10793	TIANNA JONES	04/27/18	300.00	RENTAL DEPOSIT REFUND
114355	10793	KAISER PERMANENTE	04/27/18	300.00	RENTAL DEPOSIT REFUND
114356	10793	TONY BARRETO	04/27/18	75.00	CREDIT REFUND
114357	7183	DEMARAY'S GYMNASTICS ACADEMY	04/27/18	1,110.20	RECREATION CONTRACT
114358	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	04/27/18	1,121.25	INSPECTION/COMMISSIONING FEES
114359	11461	EMC PLANNING GROUP INC.	04/27/18	3,778.75	CONTRACTURAL SERVICES
114360	11600	EVERBANK COMMERCIAL FINANCE INC.	04/27/18	417.05	COPIER LEASE AGREEMENT (KBA)
114361	4731	EWING IRRIGATION PRODUCTS INC	04/27/18	175.17	PROJECT 1133 PARK IRRIGATION
114362	11596	SAMANTHA FALLON	04/27/18	75.95	EXPENSE REIMBURSEMENT
114363	10642	FASTENAL COMPANY	04/27/18	316.25	SIGN RIVETS & MISC SUPPLY
114364	522	FEDEX	04/27/18	23.97	PACKAGE DELIVERY
114365	1384	WILLIAM FITTS	04/27/18	200.00	EXPENSE REIMBURSEMENT
114366	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	04/27/18	532.00	RECREATION CONTRACT
114367	11611	IXII GROUP, INC.	04/27/18	99.00	POST REC/COMM TRAINING
114368	11402	JESSICA RIVAS	04/27/18	112.05	EXPENSE REIMBURSEMENT
114369	11577	KBA DOCUSYS INC.	04/27/18	324.53	COPIER LEASE AGREEMENT (COPIES)
114370	293	LANGUAGE LINE SERVICES INC	04/27/18	290.69	INTERPRETATION SVCS
114371	987	LIEBERT CASSIDY WHITMORE A PROFESSIONAL	04/27/18	389.05	LITIGATION & LEGAL CONSULTING SRVCS
114372	7189	LINCOLN AQUATICS	04/27/18	296.34	POOL SUPPLIES
114373	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	04/27/18	394.32	EMPLOYEE ASSISTANCE PROGRAM
114374	11605	MCH ELECTRIC	04/27/18	1,000.00	OFF HAULING ON WILLOW STREET
114375	11357	MISSION UNIFORM SERVICE	04/27/18	1,714.54	UNIFORMS, MATS, AND TOWELS
114376	11378	MNS ENGINEERS INC	04/27/18	14,975.00	ENGINEERING PLAN CHECK AND INSPECTION SE
114377	10865	NEW IMAGE LANDSCAPE	04/27/18	13,973.00	LANDSCAPE MAINTENANCE
114378	349	PACIFIC GAS & ELECTRIC	04/27/18	20,564.94	STREETLIGHTS AND TRAFFIC SIGNALS
114379	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/27/18	327.00	PEST CONTROL
114380	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	04/27/18	617.75	PETTY CASH REPLENISHMENT 112217-040318 V
114381	11604	QUALITY ASSURANCE ENGINEERING, INC. DBA	04/27/18	410.40	CIP #1190: SILLIMAN PLAY STRUCTURE INSPE
114382	9811	REDFLEX TRAFFIC SYSTEMS	04/27/18	18,800.00	REDLIGHT CAMERA MONITORING
114383	11573	REYES COCA-COLA BOTTLING LLC.	04/27/18	334.27	COCA-COLA ORDER FOR CAFE
114384	112	WILLE ELECTRICAL SUPPLY CO INC	04/27/18	132.68	LIGHT FIXTURE PARTS
114385	11296	SIGNATURE CARPET ONE	04/27/18	2,820.00	CARPET AT SENIOR CENTER

Final Disbursement List. Check Date 04/27/18, Due Date 05/07/18, Discount Date 05/07/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
114386	503	STANDARD INSURANCE COMPANY	04/27/18	684.53	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
114387	679	TARGET SPECIALTY PRODUCTS	04/27/18	2,993.48	PESTICIDES
114388	10586	JAMES C WHEELER DBA TOTAL AQUATIC MANAGE	04/27/18	500.00	AUDIT, INSPECTION & TESTING
114389	135	TURF & INDUSTRIAL EQUIPMENT CO	04/27/18	264.55	FLEET PARTS AND MAINT
114390	5246	TURF STAR INC	04/27/18	412.14	EQUIPMENT PURCHASE
114391	3930	MUFG UNION BANK, N.A.	04/27/18	52,888.22	2002 COP - INTEREST
114392	4798	UNION PACIFIC RAILROAD COMPANY	04/27/18	694.21	CIP #1014 CENTRAL AVE OVERPASS PROJECT
114393	10968	UTILITY TELEPHONE	04/27/18	16,345.73	NETWROK/PHONE SERVICES
114394	5623	VERIZON WIRELESS	04/27/18	1,373.35	CELL SVC FOR MDT'S
114395	11610	WASHINGTON TOWNSHIP HOSPITAL DEVELOPMENT	04/27/18	20.00	TB TEST
114396	5050	WEST COAST ARBORISTS INC	04/27/18	71,133.61	PROJECT 1119C STREET TREE MAINT
114397	11466	YORK	04/27/18	3,028.92	WORKERS' COMPENSATION ADMINISTRATION FEE
114398	3245	ZUMAR INDUSTRIES INC	04/27/18	2,384.68	SIGNS AND HARDWARE
Total				271,167.68	

**M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Timothy Jones v. City of Newark*, Workers Compensation Appeals Board, Claim # 160300120 – from City Attorney Benoun and Human Resources Director Abe.**

**Background/Discussion** – The City Attorney has requested a closed session to discuss existing litigation pursuant to Government Code Section 54956.9(d)(1).

**M.2 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Hamilton v. City of Newark*, Alameda County Superior Court, Case No. RG17867662 – from City Attorney Benoun.**

**Background/Discussion** – The City Attorney has requested a closed session to discuss existing litigation pursuant to Government Code Section 54956.9(d)(1).