LINWOOD COMMON COUNCIL CAUCUS AGENDA April 22, 2015

NOTICE OF THIS MEETING HAS BEEN PUBLISHED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.

1.	Roll Call	Mayor DePamphilis Mr. Gordon Mr. Paolone	Mr. Beinfest Mr. Heun Mr. Tighe	Mrs. DeDomenicis Mr. Matik
	Also Present:	Mr. Youngblood	Mrs. Napoli	Mr. Polistina
2.	Approval of Minute	es Without Formal Readi	ing	
3.	years and retire		twenty-five years of serv	rice and Don Auge for twenty-five
4.	Councilman Beinfe A. Neighborhood			
5.	Councilwoman DeD A. Public Works	Oomenicis		
6.	2. Resolution a	warding Contract for Sc accepting bid withdrawal warding bid to second lo		borhood Resurfacing CDBG ADA curb cuts project Construction, for CDBG ADA
7.	Councilman Heun			
8.	Councilman Matik A. Public Safety			
9.	final reading 2. Resolution a	ance o exceed the municipal b g	n overpayment of taxes f	ts and to establish a CAP bank – For C-8 Village of Linwood
10	2. Corresponder B. Planning & De	n on authorizing a Raffle L ence evelopment	icense to Our Lady of So	

11. Mr. Youngblood

LINWOOD COMMON COUNCIL AGENDA OF REGULAR MEETING April 22, 2015

CALL TO ORDER

FLAG SALUTE

Councilwoman Stacy DeDomenicis

NOTICE OF THIS MEETING HAS BEEN PUBLISHED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

SWEARING IN

Patrolman Alex Kuhns

RESOLUTIONS

76-2015

A Resolution honoring Pamela J. Kallen for twenty-five years of employment

with the City of Linwood

83-2015

A Resolution honoring Jason M. Weber for twenty-five years of employment

with the City of Linwood

84-2015

A Resolution honoring Donald A. Auge for twenty-five years of employment and

retirement from the City of Linwood

ORDINANCE

2 OF 2015

AN ORDINANCE AMENDING ORDINANCE 20, 2004 AN ORDINANCE DECLARING THE PRUDENTIAL AND BLOOM SITES IN NEED OF REDEVELOPMENT AND APPROVING A REDEVELOPMENT PLAN FOR THOSE AREAS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

January 28, 2015

PUBLICATION:

February 2, 2015

PASSAGE:

April 22, 2015

4 OF 2015

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET

APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

FIRST READING:

April 8, 2015

PUBLICATION:

April 13, 2015

PASSAGE:

April 22, 2015

5 OF 2015

AN ORDINANCE AMENDING ORDINANCE NO. 10 OF 2013, ADOPTED ON JUNE 12, 2013, WHICH ORDINANCE WAS AMENDED BY ORDINANCE NO. 11 OF 2014, ADOPTED ON JUNE 25, 2014, BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY, TO REAPPROPRIATE AMOUNTS PREVIOUSLY APPROPRIATED FOR VARIOUS SCHOOL IMPROVEMENTS.

April 22, 2015 FIRST READING: PUBLICATION: April 27, 2015 May 13, 2015 FINAL READING: May 18, 2015 PUBLICATION WITH STATEMENT:

Linwood Common Council Agenda of Regular Meeting 04/22/2015 Page 2

RESOLUTIONS WITHIN CONSENT AGENDA

All matters listed under item, Consent Agenda, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

<u>165.</u>	
85-2015	A Resolution authorizing the refund of a tax overpayment with regard to C-8
	Village Boulevard in the City of Linwood
86-2015	A Resolution authorizing the issuance of a Raffle License, #2015-07, to Our
	Lady of Sorrows
87-2015	A Resolution awarding the Contract to Arawak Paving Co., Inc. for School
	House Drive Neighborhood Resurfacing
88-2015	A Resolution accepting the withdrawal of a bid received from Think Pavers for
	Contract No. 5, CDBG Funding 2014, ADA Curb Cuts
89-2015	A Resolution awarding the Contract to Diamond Construction for Contract No. 5,
	CDBG Funding 2014, ADA Curb Cuts

APPROVAL OF BILL LIST: \$1,344,073.34

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT



A RESOLUTION HONORING JASON M. WEBER

WHEREAS, JASON M. WEBER is a Lieutenant in the Linwood Police Department; and

WHEREAS, on April 15, 2015, JASON has been employed by the Linwood Police Department for twenty-five years; and

WHEREAS, JASON first became employed with the Linwood Police Department as a Police Dispatcher on April 15, 1990 and subsequently was hired as a Patrolman on January 3, 1994, promoted to the position of Sergeant on June 25, 2003, and promoted to the position of Lieutenant on March 13, 2015; and

WHEREAS, for the past twenty-five years, JASON has served the City of Linwood and its residents with great distinction, devotion, and integrity;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Linwood, on behalf of all of the citizens of Linwood, thank, acknowledge and commend JASON M. WEBER for his twenty-five years of exemplary and dedicated service to the City of Linwood and its residents.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing Resolution was unanimously adopted at a Regular Meeting of the Linwood City Council this 22nd day of April 2015.

Richard L. DePamphilis, III, Mayor	Jumay.	Elliot C. Beinfest
Stacy DeDomenicis	1 1 10 00 T	Todd Gordon
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Brian Heun	10.00 121	Darren Matik
	Z 20 - 1/8	
Ralph A. Paolone	The course of	Timothy W. Tighe, Council President
Joseph L. Youngblood, Jr., City Solicitor		Leigh Ann Napoli, Municipal Clerk



A RESOLUTION HONORING DONALD A. AUGE

WHEREAS, DONALD (DON) A. AUGE is a Patrolman in the Linwood Police Department; and

WHEREAS, on April 25, 2015, DON will have been employed by the Linwood Police Department for twenty-five years; and

WHEREAS, DON first became employed with the Linwood Police Department as a Police Dispatcher on April 25, 1990 and subsequently was hired as a Patrolman on October 12, 1996; and

WHEREAS, DON is retiring from employment with the City of Linwood on April 30, 2015; and

WHEREAS, for the past twenty-five years, DON has served the City of Linwood and its residents with great distinction, devotion, and integrity;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Linwood, on behalf of all of the citizens of Linwood, thank, acknowledge and commend DONALD A. AUGE for his twenty-five years of exemplary and dedicated service to the City of Linwood and its residents, and extend their best wishes and the best wishes of all the residents of the City of Linwood to DONALD A. AUGE upon his retirement.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing Resolution was unanimously adopted at a Regular Meeting of the Linwood City Council this 22nd day of April 2015.

Richard L. DePamphilis, III, Mayor		Elliot C. Beinfest
	J. Williams	
Stacy DeDomenicis		Todd Gordon
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Brian Heun	12 - 40,000 129	Darren Matik
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Ralph A. Paolone		Timothy W. Tighe, Council President
Jasoph I Vounghland In City Solicitor		Leigh Ann Napoli Municipal Clark

Joseph L. Youngblood, Jr., City Solicitor

Leigh Ann Napoli, Municipal Clerk

ORDINANCE NO 2, 2015

AN ORDINANCE AMENDING ORDINANCE 20, 2004 AN ORDINANCE DECLARING THE PRUDENTIAL AND BLOOM SITES IN NEED OF REDEVELOPMENT AND APPROVING A REDEVELOPMENT PLAN FOR THOSE AREAS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: A Redevelopment Plan entitled "Redevelopment Area Plan Prudential And Bloom Sites, City of Linwood", dated April, 2003, and revised July 8, 2003, November 18, 2003, November 24, 2003 and October 12, 2004 prepared by Peter P. Karabashian Associates, Inc. was adopted pursuant to Ordinance 20, 2004 on October 27, 2004. The specific property deemed to be in the redevelopment zone is as follows: Block 1, Lot 49 and Block 1, Lots 26.01 and 26.02, as designated on the Tax Map of the City of Linwood and hereinafter referred to as the "Prudential and Bloom Sites Redevelopment Project" or the "Redevelopment Area". Ordinance No. 20 2004 was subsequently amended by Ordinance No 13 2011, adopted on September 14, 2011.

SECTION 2: A copy of the Plan is on file in the office of the City Clerk and available to persons desiring to examine the document.

SECTION 3: Whereas, the Common Council of the City of Linwood is desirous of amending the Redevelopment Plan in accordance with all applicable laws and statutes and whereas Exhibit "A", the Amendment to the Redevelopment Area Plan Prudential and Bloom Sites City of Linwood ("Amendment to Redevelopment Plan"), attached hereto and incorporated herein, has been prepared, the Redevelopment Plan be and is hereby amended to include the

following: Exhibit "A", the Amendment to the Redevelopment Plan; Exhibit "1", attached to the

Amendment to Redevelopment Plan, the Zoning Requirements, Regulations and Standards

Applicable to the Prudential Site Redevelopment Area, inclusive of all Exhibits thereto, more

specifically, Exhibit "A", Illustrative Site Plan, Buffer Landscape Plan and Sign Plans,

collectively, the "Plan"; and Exhibit "2", attached to the Redevelopment Plan, setting forth the

Plan for the Pad Site.

SECTION 4: A copy of the Amended Redevelopment Plan and all Exhibits thereto have

been filed in the office of the City Clerk and shall remain there to be made available to persons

desiring to examine the documents.

SECTION 5: The Redevelopment Plan as amended by this Amendment is an explicit

amendment to the Zoning District Map and Zoning and Land Use Code of the City of Linwood

as applicable to the Prudential Site only.

SECTION 5: All ordinances or parts of ordinances inconsistent herewith are hereby

repealed to the extent of such inconsistencies and should any section, clause, sentence, phrase or

provision of any item in this ordinance be declared unconstitutional or invalid by a Court of

competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 6: This Ordinance shall take effect upon final passage and publication as

provided by law and the filing of same with the Atlantic County Planning Board as required by

N.J.S.A. 40:55D-60 of the revised Statues of the State of New Jersey.

FIRST READING: January 28, 2015

PUBLICATION: February 2, 2015

PASSAGE: April 22, 2015

Linwood, County of Atlantic and State of	ed at a meeting of the Common Council of the City of New Jersey held on January 28, 2015 and will be public hearing thereon at a meeting of said Common
	LEIGH ANN NAPOLI, CLERK
	RICHARD I DEPAMPHILIS III MAYOR

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EXHIBIT "A"

AMENDMENT TO

REDEVELOPMENT AREA PLAN

PRUDENTIAL AND BLOOM SITES

CITY OF LINWOOD

EFFECTIVE FEBRUARY 25, 2015

BACKGROUND

The Redevelopment Area Plan Prudential and Bloom Sites, dated April, 2003 and last revised October 12, 2004 (the "Redevelopment Plan") affects two (2) distinct parcels of property each designated an area in need of redevelopment under the Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) (each a "Redevelopment Area").

Redevelopment of one of the Redevelopment Areas as identified in the Redevelopment Plan as the Prudential Site, Block 1, Lot 49 on the Official Tax Map of the City of Linwood, Atlantic County (the "Prudential Site"), was undertaken by the property owner, CCC Atlantic, LLC, a Delaware Limited Liability Company (the "Original Redeveloper") as the designated Redeveloper pursuant to that certain Redevelopment Agreement dated December 13, 2005 between the Original Redeveloper and the City of Linwood (the "Redevelopment Agreement").

Pursuant to that certain Amendment to Redevelopment Agreement, dated January 28, 2015, the Original Redeveloper has assigned all of its rights and obligations under the Redevelopment Agreement to Coast Commercial, LLC, a Delaware limited liability company (the "Redeveloper"). In connection therewith, the Redeveloper has proposed to the City of Linwood to amend the Redevelopment Plan to permit additional development with the Prudential Site that would provide additional ratables to the City and further the completion of certain

public improvements, including, but not limited to, a traffic signal, preservation of the northern buffer and installation and preservation of the southern buffer and reconfiguration of driveways and access points as more specifically set forth herein and in all Exhibits hereto, contemplated in the Redevelopment Plan and the Redevelopment Agreement.

The City desires to amend the Redevelopment Plan to provide for the additional commercial development within the Prudential Site proposed by the Redeveloper and its affiliates allowing the expansion of commercial development in exchange for the deed restriction of the Northern Buffer and wetlands area to be maintained in its natural vegetative state and in further exchange for the proposed public improvements, such additional development being in the best interest of the public health, safety and welfare of the residents of the City of Linwood.

Now, therefore, this Amendment to Redevelopment Area Plan Prudential and Bloom Sites (the "Amendment"), having been adopted by the City Council of the City of Linwood through Ordinance No 2 of 2015 on second reading held on February 25, 2015, hereby amends the Redevelopment Plan as follows:

- 1. This Amendment affects only the Prudential Site. All provisions of the Redevelopment Plan remain in full force and effect as to the Redevelopment Area designated therein and referred to as the Bloom Site.
- 2. Article VI, Section C.2.b(1) is deleted in its entirety and the following Sections C.2.b(1) and (2) are inserted in its place:
 - b. Permitted Uses and Related Zoning Standards
 - (1) The City of Linwood Zoning Ordinance Land Use Procedures Planning and Zoning Fees adopted 9/13/78 by Ordinance No. 12-1978 as amended, provides the Land Use Standards by which the Bloom Site will be governed. The zoning district designation for this area is PD, Planned Development Zone and CO, Conservation Zone. The standards incorporated in the

City of Linwood Zoning Ordinance will also apply herein, except for standards incorporated as part of this plan.

- (2) The standards set forth in Exhibit 1 attached to this Amendment, including the full size copy of the site plan and landscape plan and sign exhibits attached there to and incorporated therein (collectively, the "Plan"), will govern the use and zoning standards applicable to the Prudential Site, both those areas for which a certificate of completion has been issued and those areas to be developed in accordance with the Redevelopment Plan as amended by this Amendment.
- 3. Article VI, Section 7.a is deleted in its entirety and the buffer standards set forth in Exhibit 1 attached to this Amendment will be the buffer requirements for development of the Prudential Site.
- 4. Article VI, Sections 8(a) through (i) are deleted in their entirety and the following are inserted into Article VI, Section 8:
- (a) The ingress, egress and circulation into, out of and through the Prudential Site shall be substantially as depicted in the exhibit to the zoning standards included in Exhibit 1 attached to this Amendment, subject to final engineering and the terms of this Article VI, Section 8(b) through (f).
- (b) The Prudential Site will be developed in a manner that provides for buffer areas consistent with the plan in the areas along the Route 9 frontage and adjacent to the Southern boundary of the Property, and provides for a sidewalk running roughly parallel to the Route 9 frontage.
- (c) The Redevelopment Plan, as amended by this Amendment to Redevelopment Plan, preserves additional areas adjacent to the Northern boundary of the Property and the State delineated wetlands and creates the Deed Restricted Area shown on and consistent with the plan.
- (d) Shropshire & Associates, on behalf of the Redeveloper, and the Municipal Engineer, on behalf of the City, will jointly go to the New Jersey Department of Transportation ("NJDOT") with the Plan to try to get an official approval from NJDOT as to the location and design of the proposed traffic signal and improvements as shown on the Plan. This "Approval" can be contingent upon the Redeveloper obtaining final amended major site plan approval from the City of Linwood Planning Board for the project substantially as set forth in the Plan. However, no construction permits will be issued until this Approval is received from NJDOT. Redeveloper shall not be issued a building permit for the construction until the NJDOT permits are final and complete and financing has been obtained and bonds have been posted.

- Once the Planning Board grants final amended major site plan (e) approval for the revised site plan, and Redeveloper has secured the financing necessary to satisfy all requirements with respect to installation of the traffic signal, the Redeveloper will make formal application for a permit for the traffic signal at the location depicted on the approved plans and the Redeveloper and the City will work together to obtain the final approval for the traffic signal and associated Route 9 improvements from NJDOT. The City's Traffic Engineer and the Redeveloper's Traffic Engineer will work in an expeditious and diligent manner consistent with the usual and standard practices of traffic engineers who pursue such approvals. If NJDOT approves the application for the permit for the traffic signal, the Redeveloper will enter into a Development Agreement with NJDOT in NJDOT's standard format and post the required performance guarantees and escrows required by NJDOT with respect to all improvements to be completed within the State right-of-way. The City acknowledges that Redeveloper may not be able to pay for final engineering and processing of, and provide the NJDOT required performance guarantees and escrows with respect to, the traffic signal unless and until Redeveloper closes on construction financing for the Project. acknowledges that no building permits will be issued until financing is obtained and bonds have been posted.
- (f) Temporary ingress and egress access from and to Route 9 shall be incorporated into the approvals obtained from NJDOT to provide safe access until the new entrance and traffic signal improvements are completed. Until the revised ingress and egress improvements approved by NJDOT are completed, the existing entrance and exit drives located on the Property will be utilized for ingress and egress; provided, however, after the Redeveloper has been issued building permits, then the currently blocked drive at the south side of the Property may be used for temporary access in the event that all other access points are not able to be safely used because of construction of the new Route 9 improvements and, upon completion of the Route 9 frontage improvements to the Property, the southern access drive shall be permanently closed and reconfigured as set forth in the Plan.
 - 5. Article VI, Section C.11 is deleted in the entirety and the following is inserted in its place.
 - 11. Pad Site Development. Pad Site Development shall be as depicted on the Plan. For purposes of the Redevelopment Plan, the "Pad Site" means the portion of the Prudential Site shown on Exhibit 2 attached hereto and incorporated herein by reference. Development of the Pad Site shall be pursuant to the Plan. Any development of the Pad Site shall have substantially similar architectural design characteristics as the existing primary building at the Prudential Site, including, but not limited to, materials, windows, signage, and the like. The intent herein is to develop architecturally compatible additional structures with the existing primary building, but not to exceed the existing development limits.

- 6. Exhibit 2 attached to this Amendment is hereby attached to the Redevelopment Plan and incorporated therein by reference.
- Upon completion of engineered site plans for development of any 7. portion of the Pad Site, including but not limited to the driveways, entrances, exits, buffers, deed restricted area and any other areas within the site, Redeveloper shall submit such engineered plans to the City Engineer who will review the same within twenty (20) days after receipt of such plans and determine if such engineered plans meet the intent of the Redevelopment Plan as amended. Any material change in the engineered plans from the Plan must be approved by the Redevelopment Committee. If the City Engineer determines that the engineered plans are not consistent with the intent of the Redevelopment Plan and there is a material change from the Plan, within the twenty (20) day period, the City Engineer will provide his findings to the Redeveloper and the Redevelopment Committee and the Redevelopment Committee will conduct a review meeting within twenty (20) days after receipt of the City Engineer's findings to determine if such change is acceptable. Any material change determined to be in the engineered plans shall require the Redeveloper to request an amendment to the Redevelopment Plan to make the Redevelopment Plan consistent with such engineered plans. A "material change" shall include, but not be limited to, any reduction in the area of or alteration to the southern buffer or the Northern Buffer, the deletion of the traffic signal or change in the access configuration unless required by NJDOT or an increase in density of development.
- 8. Exhibit D to the Redevelopment Plan is deleted in its entirety. The buffer standards set forth in Exhibit 1 and the Plan, inclusive of the landscape plan included in the Plan, shall be incorporated herein and made a part hereof at the Prudential Site.

amendment to the Zoning District Map and Zoning and Land Use Code of City of Linwood as applicable to the Prudential Site only.

- 10. Article XII, Section B and Section D are deleted in their entirety.
- 11. In addition to all other terms of the Redevelopment Plan as specifically amended by this Amendment, the Redevelopment Plan is amended to incorporate the following:
- 12. Any additional design or related zoning standards may be incorporated herein or as part of the amendment to the Redevelopment Agreement as deemed appropriate by the Governing Body of the City of Linwood.
- 13. The Redevelopment Plan as amended by this Amendment is consistent with and is designed to effectuate the duly adopted Master Plan of the City of Linwood.
- 14. All references in the Redevelopment Plan to "Redevelopment Plan," as applied to the Prudential Site only, shall mean and refer to the Redevelopment Plan as amended by this Amendment.
- 15. All terms, statements and conditions of the Redevelopment Plan applicable to the Prudential Site and not specifically modified in this Amendment shall remain in full force and effect as if fully set forth herein. In the event of conflict between the terms of the Redevelopment Plan and this Amendment, the terms of this Amendment shall control.
- 16. ARTICLE XIV, Section A is deleted in its entirety and the following is inserted into Article XIV, Section A in its place:

PROCEDURES FOR AMENDING THE APPROVED REDEVELOPMENT

A. This Redevelopment Plan, as amended, may be further amended from time to time upon compliance with all applicable laws and statutes and upon approval of the Governing Body. In addition to any other requirements, including but not limited to those imposed by N.J.S.A. 40A:12A-7 et seq., mutual agreement between the City and the Redeveloper is required only where a new or Amended Redeveloper's Agreement is in place and where an amendment would change the controls governing the use of land under said Agreement.

EXHIBIT "1"

ZONING REQUIREMENTS, REGULATIONS AND STANDARDS APPLICABLE TO THE PRUDENTIAL SITE REDEVELOPMENT AREA

I. Use regulations		Use	regula	ations
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- A. Within the Redevelopment Area, no building structure or land shall be used, and no building or structure shall be erected which is arranged, intended or designed for any use other than the following:
 - (1) Retail sales of goods, including, but not limited to, the following:
- (i) camera, video, computer, and electronic goods (i.e. Radio Shack);
- (ii) books, records, CDs and DVDs stores (i.e. Border's, Barnes & Noble; fye);
 - (iii) clothing, shoes and accessories;
- (iv) baked good, pastries, bagels, cookies, candy and confections prepared on site for sale at retail;
 - (v) frozen and other dessert products;
 - (vi) office supplies;
- (vii) floor covering, upholstery, paint, hardware and home decorating stores;
 - (viii) furniture;
 - (ix) jewelry sales and service;
 - (x) art, including galleries;
 - (xi) luggage;
 - (xii) musical instruments and sheet music;
 - (xiii) sporting goods, equipment and awards, excluding all types

of firearms;

- (xiv) toys, art and craft supplies and hobby crafts;
- (xv) small mechanical equipment/parts sales and repair, but excluding, lawnmowers and other gas-powered household and small business machinery, motorcycles and all heavy equipment and machinery;

- (xvi) garden supplies;
- (xvii) candy, confections and other packaged food not prepared

on site;

- (xviii) coffee and non-alcoholic beverages; and
- (xix) prescription and non-prescription eyeglass stores.
- (2) Professional offices.
- (3) Solar energy equipment as an accessory use, which may be mounted on light poles and pylon signs within the property, or may be mounted on top of any building and structure so long as such equipment is not visible from Route 9.
- (4) Restaurants; provided, however that sales of food produced in the restaurant kitchen for consumption off-premises, at retail or wholesale (such as Bobby Chez crab cakes and Formica Bros bread), and specialty prepared food and beverage facilities such as Dunkin Donuts, Starbucks, Subway, Auntie Ann's Pretzels, etc., shall be permitted so long as the primary use of the premises is for the restaurant use and on premises consumption.
- (5) Retail sales or provision of services, including, but not limited to, the following:
 - (i) medical or dental clinic;
- (ii) out-patient medical services such as radiology, chemotherapy, dialysis and same-day surgery;
- (iii) education or training facilities such as art, music, dance, sports training and similar instructional schools;
- (iv) hair, nail and cosmetic services and applications including permanent make-up application, excluding all other tatoos;
 - (v) massage, facial and tanning services;
 - (vi) physical fitness center, training, gym or fitness club;
 - (vii) photographic studios;
 - (viii) catering;
 - (ix) photocopying/blue printing;
 - (x) data processing and data equipment servicing;

- (xi) protective services;
- (xii) stenographic;

(xiii) radio and television stations, but no ground mounted antennas shall be permitted. Satellite dish antennas associated with such use shall only be permitted on the roof of buildings so long as such equipment is not visible from Route 9;

- (xiv) recording studios and other communication centers;
- (xv) telephone business centers;

(xvi) government contractor offices and testing facilities, including, but not limited to, contractors who provide testing and training for TSA and FAA employees, systems and services; provided, however, that no chemical, biological, munitions or live weapons testing occurs on the property; and

(xvii) postal and other mail or delivery services (retail only--not processing or distribution), including United States Postal Service facilities and private mail or UPS-type facilities.

- (6) Governmental services such as Federal, State, municipal or county service offices (i.e. FAA, U.S. Census offices, City offices and branch offices of NJDOT and NJDEP) including law enforcement offices except parole offices, which are specifically a prohibited use as provided herein.
- (7) Banks and financial institutions and service offices, including, but not limited to, financial advisors, accountants, tax preparers.
- (8) Data Centers and data equipment facilities and data disaster relief facilities.
- (9) Conference or meeting facility, or catering hall.
- (10) (i) Assisted living facility, (ii) independent care facility, (iii) nursing facility, (iv) skilled nursing facility, (v) outpatient or inpatient rehabilitation facility (excluding drug or other substance abuse rehabilitation facilities), (vi) intermediate care facility, (vii) hospice, and/or (viii) personal care agency.
- (11) Accessory uses incidental to any permitted use, including, but not limited to, storage areas and rooms and employee break, lunch and rest/lounge areas.
- B. Prohibited Uses: Permitted uses shall specifically not include the following prohibited uses:
 - (1) Any and all residential uses.

- (2) Tattoo sales and services.
- (3) Adult entertainment facilities where nudity or partial nudity occurs.
- (4) Kennels, retail aquariums, zoos or any other establishments engaged, in any manner, in the breeding, boarding, maintenance or display of animals, other than pet shops and veterinary hospitals.
- (5) Warehouse or commercial storage rental units.
- (6) Fast food restaurants.
- (7) Gasoline filling stations.
- (8) Garages.
- (9) Automotive or garage repair shops.
- (10) Space leased for the storage of construction, industrial or manufacturing materials and equipment, inclusive of vehicular parking associated therewith.
- (11) Laundromat.
- (12) General retail grocery stores; provided, however, that specialty stores such as Trader Joes, Fresh Fields or Whole Foods stores shall be permitted.
- (13) Parole offices.
- C. Special Use provisions.
 - Tables, chairs, benches, plant boxes and plantings and other amenities for (1) tenants, occupants and users of the Project shall be permitted within the sidewalks around and adjacent to the buildings on the Property subject to the procedures set forth in this paragraph. Tenants desiring to utilize outdoor space for independent business activities of the specific tenant shall first secure the written consent for the proposed use from the landlord or property owner, then shall apply to the Redevelopment Committee, by way of notice to the Linwood Municipal Clerk, of the proposed use, including the complete and relevant information, including but not limited to a diagram, necessary for the Redevelopment Committee to fully understand the location, aesthetics and contemplated activity within such outdoor space. The Redevelopment Committee shall make a determination within twenty (20) days after receipt of the notice from the tenant as outlined in the prior sentence and a copy of the written consent from the landlord or property owner whether the proposed use is consistent with the terms of the Redevelopment Plan. For purposes of this provision, either "notice" to the Redevelopment Committee or the "determination" of the Redevelopment Committee can be sent by email,

Fax or letter that is mailed or hand delivered. Unless the Redevelopment Committee notifies the landlord or property owner within the twenty (20) day period that the proposed use is not consistent with the terms of the Redevelopment Plan, the tenant's proposed use is deemed permitted. The tenant's use of all outdoor space shall be in full compliance with all rules and regulations promulgated by the landlord or property owner from time to time and as approved by the Redevelopment Committee.

Process to determine if Uses are Permitted: If the Zoning Officer cannot determine whether a use proposed at the Property is a permitted use under Section A above, the Zoning Officer or the Property Owner may submit a written request to the Redevelopment Committee of the City for a determination as to whether the use is permitted. Such determination shall be made within twenty (20) days shall not make any determination within the twenty (20) day period, the use proposed shall be deemed permitted. Any party that disputes the determination of the Redevelopment Committee may file an appeal of the Redevelopment Committee's determination with the Governing Body of the City no later than twenty (20) days after the Redevelopment Committee's determination is memorialized in writing, such memorialization to be delivered to the Property Owner via email, FAX, regular mail or hand delivered and filed with the Zoning Officer.

II. BULK STANDARDS AND DESIGN CRITERIA.

- A. All buildings and structures within the Redevelopment Area shall conform to the following standards. Except as specifically provided in this Article II, no provision of the City of Linwood Zoning Code or Land Development Ordinances, except for definitions and design standards, unless otherwise provided for herein, shall apply to the development of any building, structure or land improvement within the Redevelopment Area. Attached hereto as Exhibit A is an pre-engineered site plan, buffer landscape plan and sign plans (collectively, the "Plan") showing how the following standards shall be implemented in the Redevelopment Area to achieve the goals of the Redevelopment Plan, including the location and design of proposed property signage:
 - (1) Impervious coverage shall not exceed 45% of the total lot area; provided, however, if any part of the property is conveyed to an entity for conservation or public open space purposes or is deed restricted, the impervious coverage on the unrestricted portion of the property shall not exceed 80%. The total perimeter of the developed area shall not extend beyond the existing limits of disturbance without the review and consent of the Redevelopment Committee.
 - (2) Square footage of all buildings on the property shall not exceed 360,000 square feet of building area for all floors of all buildings, including basement areas.

- (3) The maximum height of all buildings will be the lesser of forty (40) feet or three (3) stories in height, excluding utilities mounted on the roof.
- (4) Setback dimensions are not applicable. Only development as it appears on the approved Plan is permitted.
- Off-street parking and loading requirements shall be permitted under the current parking approval applicable to the property, with off-street parking provided at a rate of 3.0 parking spaces per 1,000 square feet of leaseable building space as determined by the review of floor plans by the City Engineer. The minimum parking space shall be 18' by 9' in size.
- (6) Specific parking spaces may be designated for use by specific tenants/occupants of the property and such spaces identified with either pavement markings or erect signs at the head of the specific spaces.
- (7) The minimum tract size is five (5) acres.
- B. Screening; buffers; signs; access.
 - (1) Any trash receptacles, waste facilities or storage areas shall be appropriately screened by solid fencing and plantings of evergreen and/or deciduous trees and shrubs to form a continuous screen from grade elevation to a height of six feet.
 - (2) Landscape buffers shall incorporate a combination of spatial separation, existing vegetation, fencing and additional plantings according to the approved Landscape Plan and shall be subject to the following:
 - (i) Width of buffer:
 - Route 9 Frontage 20 feet from the Route 9 Right-(1) of-way. Buffers along the front property boundary adjacent to Route 9 shall be used exclusively for landscaping, utilities, signs, sidewalks, bike paths and access. Existing trees in this specific area of the buffer area that must be removed in order to install utilities, signs, sidewalks, bike paths and access may be removed by the Redeveloper as indicated on the Plan only after review and approval, which shall not be unreasonably withheld or delayed, by the Redevelopment Committee. Such removal shall be completed under the supervision of the City Engineer and, to the extent that replacement plantings can be installed where trees were removed after such utilities, sidewalks. and signage have been installed and will not interfere with the use or operation of such utilities,

- sidewalks, and signage, Redeveloper shall install replacement plantings mutually acceptable to the City Engineer and Redeveloper.
- (2) Southern Property Line 30 feet from the property boundary; provided, however, where fencing at least 6 feet high and of a solid material and design is placed in the buffer area, the buffer that includes such fencing in the side yard area that is 350 feet or more from the Route 9 right-of-way may be reduced to 14 feet in width. Notwithstanding any fencing included in side yard buffers, the width of such buffer area from the Route 9 right-of-way to a point that is 350 feet from such right-of-way shall be 30 feet in width.
- (3) Northern Property Line Pursuant to the Redevelopment Plan as amended, the City and the Redeveloper shall cause the vegetated (trees and other plant and vegetation) area as depicted on the Plan attached hereto and incorporated herein, to be left in its present state, in which event the following shall apply:
 - a. Certain easements depicted on the Plan, including the temporary easement for the existing light poles and signage (which will be removed when the Pad Site is developed), the storm water drainage easement to the southern side of the Property and the easement along the Route 9 frontage for sidewalk, utilities, bike path and signage, shall remain in the Northern Buffer;
 - b. Redeveloper shall not install any improvements in the Northern Buffer except within the easement areas described in Subsection II.B.(i)(3)a above and as identified on the Plan; and
 - c. If the Northern Buffer is acquired by the City or another public entity and made public open space, all tenants and occupants of the Property shall have the right to utilize the public open space in the same manner as all other persons on a non-exclusive basis.

- (ii) All buffer will be subject to the following:
 - (1) Fencing included in the buffer design shall be solid, six feet in height from the highest ground level adjacent to such fence. The color of the fence shall be neutral;
 - (2) Existing plantings shall be maintained in all buffers to the extent possible and supplemented, to the extent necessary, with additional plantings, to provide a visual screen in accordance with the approved Plan. The buffer shall be maintained by the property owner for the life of the project;
 - (3) Landscape berms may be included in buffer design so long as such berms do not endanger any existing mature trees adjacent to the proposed berm, the berm is no higher than 6 feet and no smaller than 3 feet in height from the grade of the adjoining land and shall be designed to accommodate a variety of plantings, as approved by the Municipal Engineer, as depicted on the Landscape Plan;
 - Existing trees may be removed from the Route 9 (4) frontage buffer area as necessary for installation of Route 9 frontage landscaping, signs, utilities, sidewalks, access and as necessary for visibility of the property signage from Route 9. Any tree removal from the Route 9 Frontage Buffer area adjacent to the Northern Buffer Area in order to install sidewalks, signage and utilities, as shown on the Plan shall be subject to review and approval by the Redevelopment Committee which shall not be unreasonably withheld or delayed, shall occur under the supervision of the City Engineer and, to the extent that supplemental plantings can be installed where trees were removed after such utilities, sidewalks, and signage have been installed and will not interfere with the use or operation of such improvement, Redeveloper shall install supplemental plantings; and
 - (5) No improvements may be installed in the Northern Buffer unless in connection with the open space public purpose and as approved by the Redevelopment Committee.

(3) The signage that is permitted in the Redevelopment Area is illustrated in the Plan attached hereto, which provides examples of the design and layout of building and tenant signage, recognizing that tenants may require brand specific signage in connection with their specific space, which shall be permitted. Any signs different from those included in the Plan, including, but not limited to, temporary and brand specific signage, shall be subject to the review and approval of the Redevelopment Committee. All signage in the Prudential Site shall be subject to the following:

(i) Pylon Signs:

- (1) One (1) pylon sign which may be located in the front yard of the property, identifying the Project and one or more tenants in the Project;
- (2) The sign face of the Pylon sign may contain the Property/Project name, street address of the Project, the name and logo of individual occupants/tenants and an LED display board. The LED display board shall have adjustable brightness, no flashing lights and not scroll faster than every 30 seconds. The brightness of the LED display board shall not exceed the specific standard for maximum brightness as set forth in Exhibit "A" attached to Exhibit "1" and as approved by the Municipal Engineer];
- (3) Pylon signs including the poles, supports, and decorative tops and finishes included in the pylon sign structure may be no higher than 15 feet from the ground and no wider than 20 feet. The design shall be similar to that depicted in the attached sign Exhibits and the dimensions shown in those Exhibits shall be revised to comply with the dimensions specified in this section;
- (4) Pylon signs may be mounted flush to the ground and may be 2-sided. If the 2 sides are not identical, the larger side shall be measured for purposes of determination of compliance with these standards;
- (5) Pylon signs may be halo-lit and/or stencil cut illuminated; and
- (6) Pylon signs may indicate the Property's developer and/or management company name and telephone

number and/or the street address for the Property on the sign face.

(ii) Monument Signs:

- (1) Up to six (6) monument signs identifying the Project and/or one or more tenants may be installed anywhere on the Property;
- (2) These signs may be 2-sided, but for purposes of determining if such signs conform to these zoning standards, only one side shall be measured. If the 2 sides are not identical, the larger side shall be measured for purposes of determination of compliance with these standards;
- (3) All signage may be halo-lit and/or stencil cut illuminated;
- (4) Monument signs may only contain the name, address and logo of the property/project and/or the name and logo of the identified tenants;
- (5) Monument signs shall be ground mounted shall not exceed 8 feet in height or be larger than the signs included in the Plan; and
- (6) Monument signs may indicate the Property's developer and/or management company's name and telephone number on the sign face.

(iii) Building Façade Signs:

- (1) Each building may have one building mounted sign identifying the Project or a major tenant occupying such building. Major tenants are defined as any tenant occupying 5,000 square feet of space or more in the specific building;
- (2) The size, design (including lighting) and location of all Building façade signs shall be subject to the review and approval of the Redevelopment Committee prior to submission of any application for installation of such signs is made to the City Construction Office.
- (iv) Tenant Identification Signs:

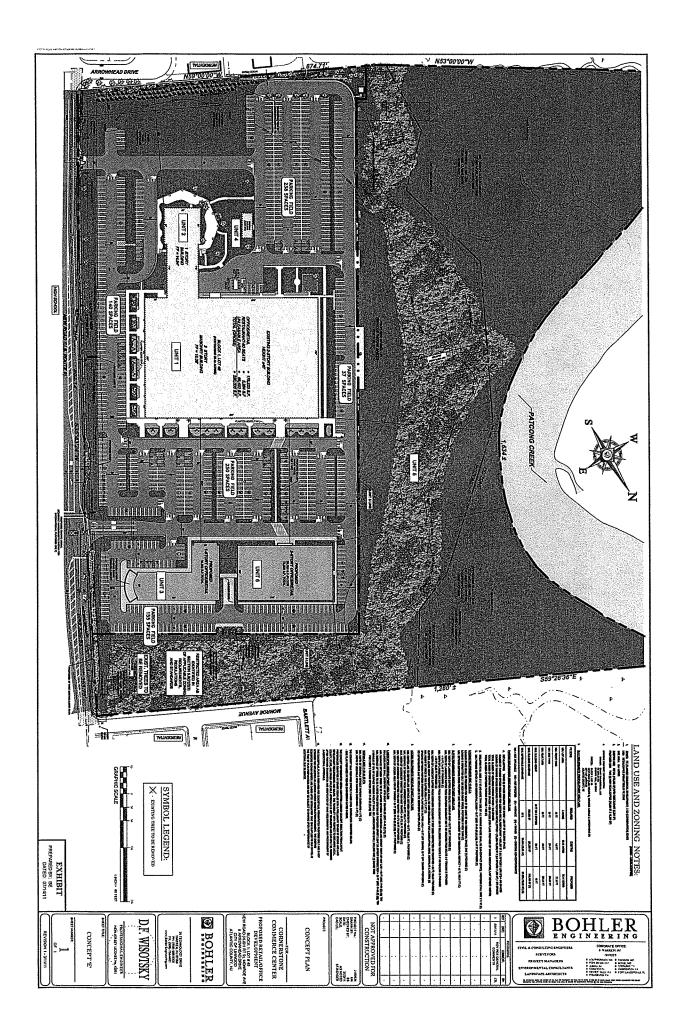
- (1) identification signs adjacent to a tenant's/occupant's space may be placed on the door, on the building façade glass and/or protruding from the building wall (such as a medallion or blade sign hanging in front of or printing or lettering on an awning hanging over the door or storefront), but all tenant/occupant signs collectively shall be no larger than 25% of the front façade of the applicable occupied space;
- (2) tenant/occupant identification signs shall be designed to be compatible with the design of the specific building in terms of style, color and materials, and may contain the logo, brand identification and/or colors of the specific occupant brand/franchise or business; and
- (3) Tenant/occupant identification signs may be halolit.

(v) Other Signs:

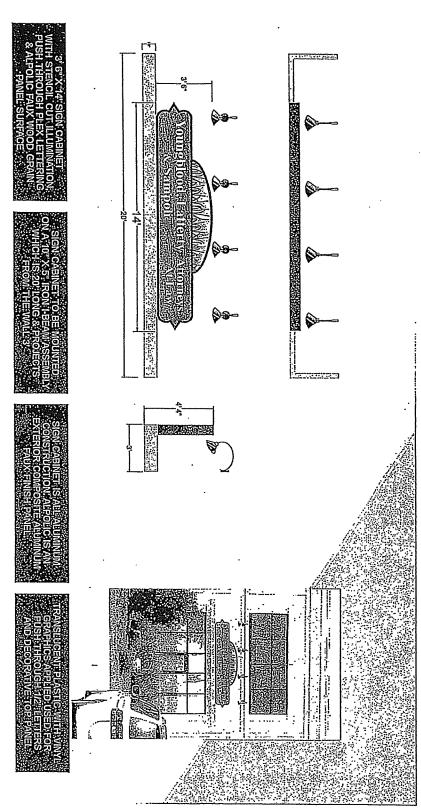
- (1) interior building signage shall be as determined by the property owner, including tenant directory signage, signage adjacent to entrances to individual occupant spaces and common facilities signage;
- (2) mounted reserved parking space signs shall be no larger than 12 inches by 18 inches and be mounted at a height not to exceed 6 feet from the elevation of the specific parking space and be of a design and color consistent with other signage at the property. Such signs shall not block any sidewalk area or impede pedestrian access from the parking are to such sidewalks; and
- (3) traffic and parking signage as required under and designed in conformance with applicable New Jersey Statutes Title 39 requirements.
- (4) No City of Linwood storm water drainage design or layout requirements shall apply to development in the Redevelopment Area. Only storm water drainage requirements under NJDEP regulations and statutes, if applicable, will apply to development in the Redevelopment Area.
- (5) Access to any public street, thoroughfare or right-of-way shall not occur at intervals of less than 80 feet, center line to center line, nor shall any access be allowed within 50 feet of an public street intersection. Any drive aisle

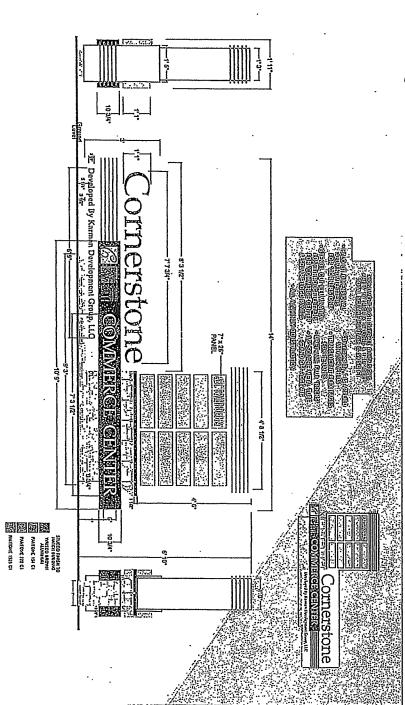
permitting two-way traffic shall not exceed 36 feet in width or be less than 24 feet in width; provided, however, that drive aisles that fall within the jurisdiction of NJDOT shall be designed as required by NJDOT. Any drive aisle permitting one-way traffic shall not exceed 22 feet in width or be less than 18 feet in width. Where any drive aisle crosses a landscaped area along any lot line, such drive aisle shall be an angle of 90° to the landscaped area. Where it is impossible to provide the drive aisle in a ninety-degree angle, the angle shall as closely proximate to 90° as is possible.

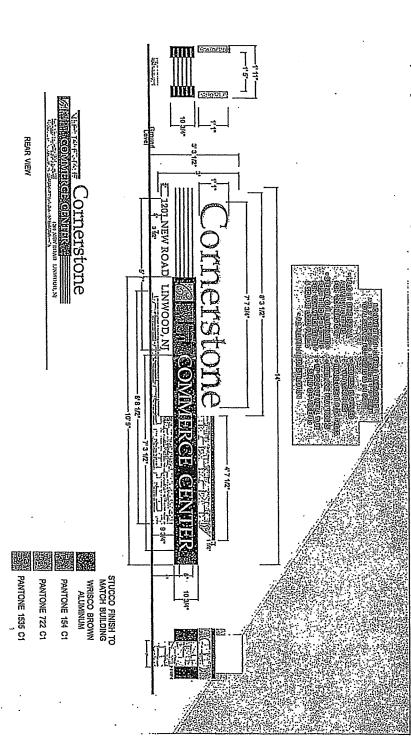
- (6) Wetlands and wetlands buffer areas within the property may be used for purposes of determining compliance of the project with storm water drainage requirements, impervious surface, building and other coverage ratios and other bulk standards. No improvements may be installed in the buffer areas except as specifically permitted under Section B(2)(i)(1) above with respect to the Route 9 Frontage buffers, unless approved by the Redevelopment Committee.
- C. In the event there is a conflict between or uncertainty as to whether the provisions of the standards set forth in this Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area or any other zoning code, ordinance, regulation or standard in the official Code of the City of Linwood, the standards and requirements set forth in this Zoning Requirements, Regulations and Standards Applicable to the Prudential Site Redevelopment Area shall control.

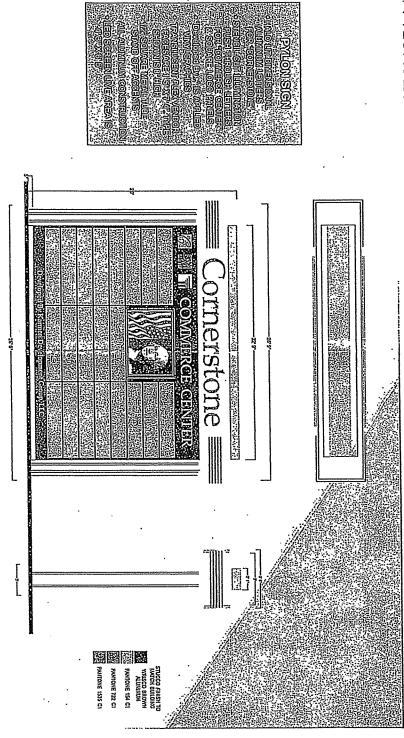


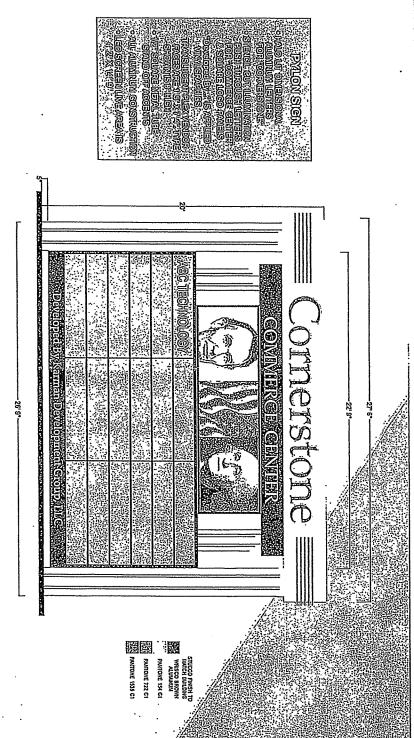
Building Signs

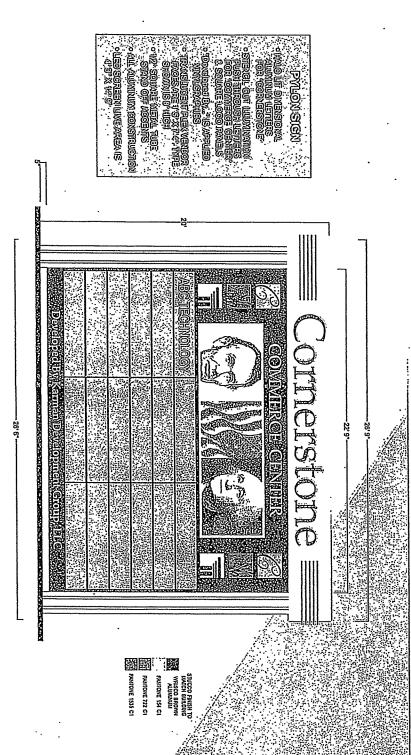


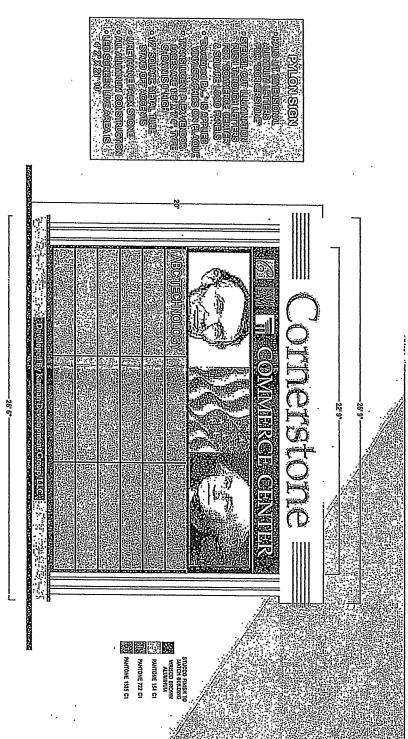








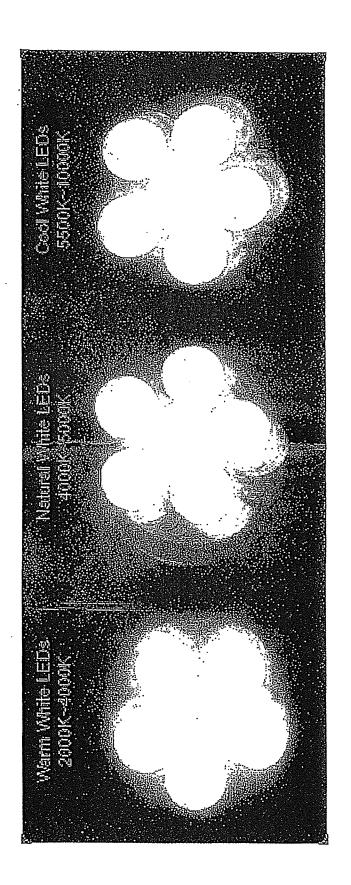




Cornerstone Commerce Center

Led Kelvin burn tempatures are crucial to how a sign face illuminates and subsequently, how the logo/text represents in the feild. In the current sign designs being proposed, we are intending to use a warm white LED, energy efficient (GREEN) light source with a Kelvin Temp of 3000* degrees. This is noticeably different then the industry standard 6500* used throughout the majority of roadside signage. It is CCC's intentions to maintain a readable text from both approaching road directions while keeping the earthy, natural tones already set in place in the designs. Another key component to achieving a well-represented warm, over all appearance is the Polycarbonate plastic being specified in this design. Industry standards point most customers in the direction of Bright White plex that creates an over powering "blueish" final illumination. Our method for these designs use an Ivory background plex with a warm internal light source. These two (2) key items maintain a "low profile illumination" that will not over power approaching motorists.

Physically dimming the signage with voltage regulators, line conditioners and such is a possibility but are not economical and put electrical current under unnecessary stress that could compromise the estimated life span of the LED light source. Our goal is to provide a long lasting sign package that conforms to the Linwood requirements and aesthetically capture CCC's ultimate goal of vendor identification. I have provided LED spec sheets to show the dramatic difference between warm/bright white LED and how the represent in the field.





LUMINAIRE TESTING LABORATORY, INC.

EUSTAINING MEMBIIR 42-IESNA

905 Harrison Street • Allentown, PA 18103 • 610-770-1044 • Fax 610-770-8912 • www.LuminaireTesting.com Number: 18888 Date: 05-10-2010

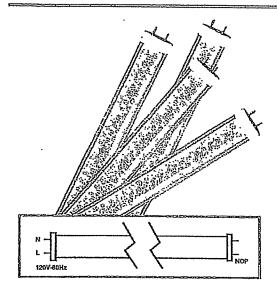
LTL Number: 18888
Prepared For: Diogen Lighting
Catalog Number: MPAR30400-931M Warm White Replacement Lamp
Lamp: One VBU PAR30 LED replacement lamp with 52 white LEDs

LED Power Supply: Integral Lamp Efficacy: 60.1 Lumens/Watt

Lamp Input Voltage 120.0VAC	Input Current 0.0613A	Lamp Watts 6.672W	Power Factor 0.907		Wavelength in nm	Spectral Flux in mW/nm		Wavelength in nm	Spectra Flux in mW/nm
Radiant	Luminous	Corr.Color	Color Rend.		350	0.1813	7	610	6.4048
Flux	Flux	Temperature	index Ra	ì	360	0.1377		620	5.5150
mW	lumen	K	index ita		370	0.1368	1	630	4.5386
1226.00	400.900	3809	68.1		380	0.1628	ļ	640	3,6934
Chroma	Chroma	Chroma	Chroma		390	0.1410	-	650	2.9562
X	У	u	v		400	0.1260		660	2.3292
0.3813	0.3567	0.2340	0.3284		410	0.1200	-	670	1.7959
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0.00 ± 350	400	450	500 550	Wavele	600 650 ngth (nm)	700		750 800) 850



Warm White 120v T8 Tubes



Product Information

Diogen Lighting's T8 lamp is designed to replace the traditional fluorescent T8 tube. Diogen's innovative LED technology allows for longevity and energy efficiency; lasting up to 50,000 hours.

This T8 lamp uses approximately half the wattage of most fluorescent tubes. They are recyclable and environmentally friendly. The T8 lamp emits no UV and is ideal for food prep and storage areas, and library and museum applications.

This revolutionary ballast free technology and lamp longevity will allow for significant savings in maintenance over the life of the lamp.

av VinnVince		120V 24			
UPC#	098719631387	098719631424			
Product#	MT8-1200-120V-93M	MT8-600-120V-93M			
Power Consumption	18.6 W	9.44 W			
Number of LEDs	288	144			
Initial Lumen Flux	1190 Lm	600Lm			
Ambient Temperature	-20° to 40° C				
Viewing Angle	120 Degrees				

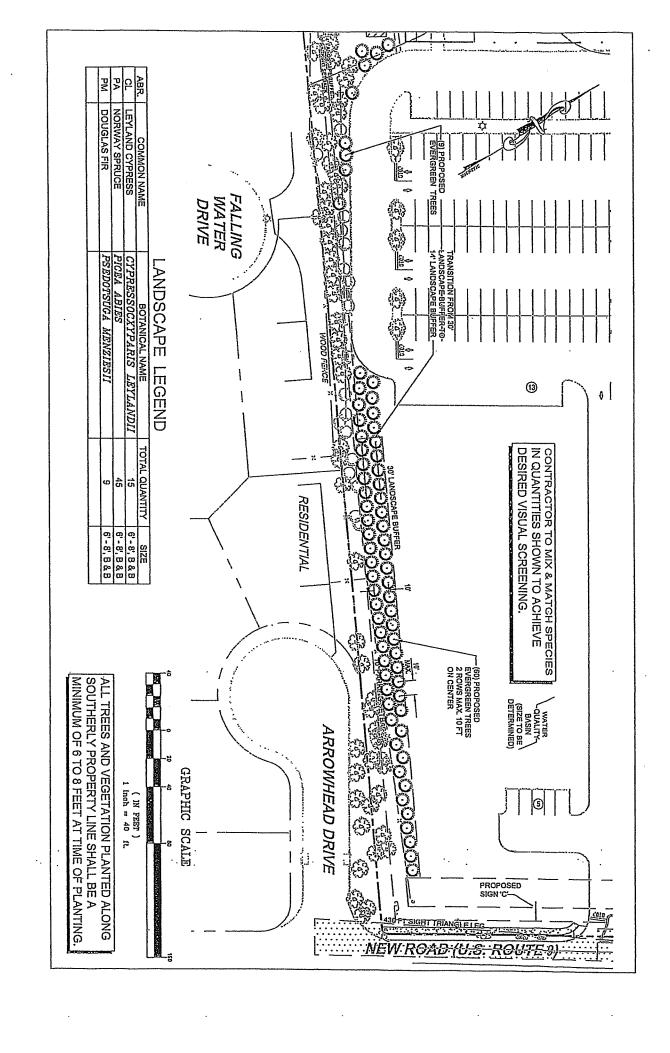
- Perfect for hard to reach areas
- No glass or filaments to break
- M No Ballast Required
- Dimmer Safe
- **B** UL Listed

^{*}Diogen Ughting products are exclusive and can only be purchased through authorized distribution.



Warranty	
Rated Life	50,000 Hours
Coverage	2 years

^{*}All Specifications subject to change without notice



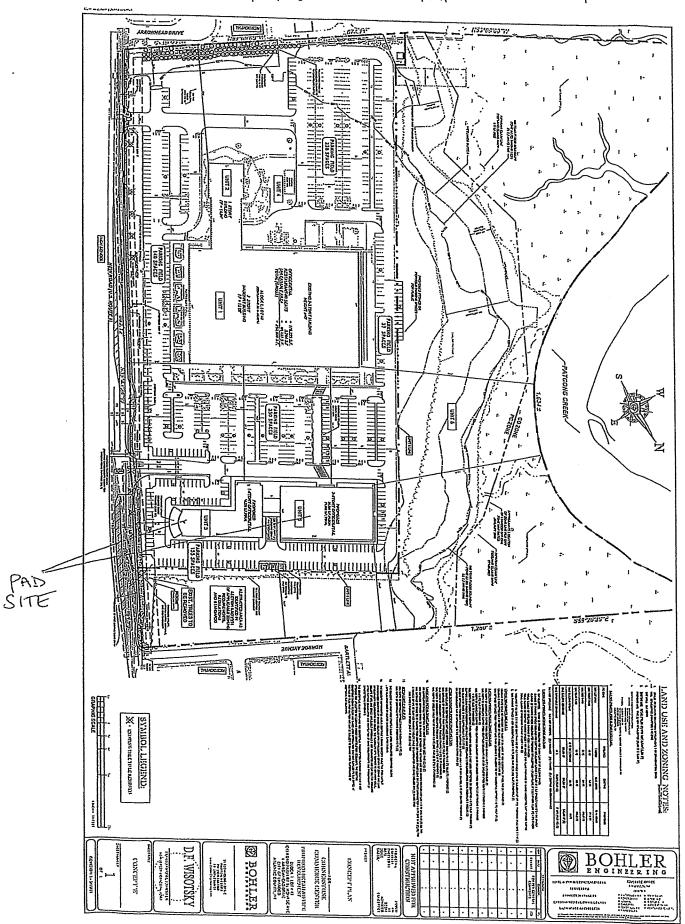
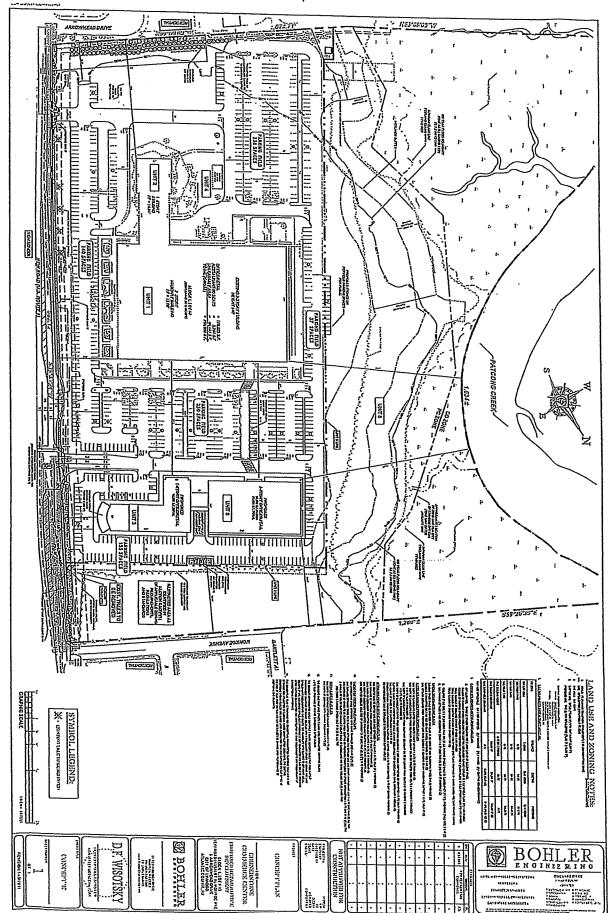


EXHIBIT B

CONCEPT PLAN

CONCEPT PLAN *SEE FULL SIZED COPY OF PLAN FOR MOTES



ORDINANCE NO. 4, 2015

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK

WHEREAS, the Local Government Cap Law, N.J.S.A.40:A:4-45.1., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Common Council of the City of Linwood in the County of Atlantic finds it advisable and necessary to increase its CY 2015 budget up to 3.5% over the previous year's final appropriations, in the interest of promoting health, safety and welfare of the citizens; and,

WHEREAS, the Common Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$162,024.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Common Council hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriating in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Common Council of the City of Linwood, in the County of Atlantic, a majority of the full authorized membership of this governing body affirmatively concurring that, in the CY 2015 budget year, the final appropriations of the City of Linwood shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$283,542.00, and that the CY 2015 municipal budget for the City of Linwood be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

FIRST READING: April 8, 2015
PUBLICATION: April 13, 2015
PASSAGE: April 22, 2015

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on April 8, 2015 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 22, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 5 OF 2015

AN ORDINANCE AMENDING ORDINANCE NO. 10 OF 2013, ADOPTED ON JUNE 12, 2013, WHICH ORDINANCE WAS AMENDED BY ORDINANCE NO. 11 OF 2014, ADOPTED ON JUNE 25, 2014, BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY, TO REAPPROPRIATE AMOUNTS PREVIOUSLY APPROPRIATED FOR VARIOUS SCHOOL IMPROVEMENTS

WHEREAS, the City Council ("City Council") of the City of Linwood, in the County of Atlantic, New Jersey (the "City"), heretofore adopted Ordinance No. 10 of 2013, entitled:

"A BOND ORDINANCE APPROPRIATING FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000.00) AND AUTHORIZING THE ISSUANCE OF FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000.00) IN SCHOOL BONDS AND NOTES OF THE CITY OF LINWOOD FOR VARIOUS SCHOOL IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, NEW JERSEY"

("Original Bond Ordinance"), pursuant to which the City authorized the issuance of bonds or notes in the aggregate principal amount of \$4,250,000 for the purpose of financing the costs of certain school improvements and property acquisition within the City as more particularly described in the Original Bond Ordinance; and

WHEREAS, on June 25, 2014, City Council adopted Ordinance No. 11 of 2014, entitled:

"AN ORDINANCE AMENDING BOND ORDINANCE NO. 10 OF 2013, ADOPTED ON JUNE 12, 2013, BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY, WHICH BOND ORDINANCE PROVIDES FOR VARIOUS SCHOOL IMPROVEMENTS IN AND BY THE CITY OF LINWOOD"

("Ordinance No. 11"), which reduced the total appropriation and reallocated prior

amounts appropriated for certain school improvements or purposes as set forth in the Original Bond Ordinance; and

WHEREAS, the City now desires to further amend the Original Bond Ordinance as amended by Ordinance No. 11 (collectively, the "Prior School Bond Ordinance") to reallocate amounts appropriated for certain school improvements or purposes set forth therein and to add a new capital project without increasing the aggregate amount previously appropriated for school improvements and purposes under the Prior School Bond Ordinance.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Linwood, in the County of Atlantic, New Jersey (not less than two-thirds (2/3) of all the members thereof affirmatively concurring), as follows:

Section 1. The Prior School Bond Ordinance as hereby amended shall be referred to as the "**School Bond Ordinance**".

Section 2. The Prior School Bond Ordinance is hereby amended as follows:

- (i) In Section 3(a), the "Appropriation and Estimated Cost" and "Estimated Maximum Amount of Bonds and Notes" for replacement of roof at Belhaven School and rooftop HVAC unit shall be reduced by the amount of \$290,000, from \$1,955,000 to \$1,665,000. The sum of \$290,000 shall be allocated between the improvements set forth in Sections 3(b) and (d), below.
- (ii) In Section 3(b), the "Appropriation and Estimated Cost" and the "Estimated Maximum Amount of Bonds and Notes" for acquisition of real property located adjacent to Belhaven Avenue School shall be increased by the amount of

\$250,000, from \$310,000 to \$560,000, and the project description shall be amended to include required repairs and improvements to the storm water drainage system.

- (iii) In Section 3(c), the "Appropriation and Estimated Cost" and the "Estimated Maximum Amount of Bonds and Notes" for the replacement of Roof and rooftop HVAC unit at Seaview Avenue School shall be reduced by the amount of \$400,000, from \$1,200,000 to \$800,000. Said sum of \$400,000 is hereby appropriated to the Fire Alarm Project at the Belhaven Avenue School, which project shall constitute new Section 3(e) under the School Bond Ordinance.
- (iv) In Section 3(d), the "Appropriation and Estimated Cost" and the "Estimated Maximum Amount of Bonds and Notes" for the renovation of bathrooms at Seaview Avenue School in the Prior Bond Ordinance shall be increased by the amount of \$40,000, from \$147,000 to \$187,000.
- (v) Section 4(b) of the School Bond Ordinance is hereby amended to increase the period of usefulness from 21.71 years to 23.10 years.
- Section 3. This Ordinance does <u>not</u> authorize any additional indebtedness, but merely amends the Prior Bond Ordinance to adjust amounts appropriated for certain improvements and projects previously specified in the Prior Bond Ordinance and to add a new capital project, but such which changes do not increase the aggregate amount appropriated for school improvements and purposes under the Prior Bond Ordinance.
- **Section 4**. The Prior Bond Ordinance is hereby reaffirmed in its entirety and shall remain in full force except as modified herein.

Section 5. This Ordinance amending the Prior Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law of New Jersey.

RICHARD L. DEPAMPHILIS, III, MAYOR

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

FIRST READING:

April 22, 2015

PUBLICATION:

April 27, 2015

FINAL READING:

May 13, 2015

PUBLICATION WITH STATEMENT:

May 18, 2015

NOTICE OF PENDING AMENDED SCHOOL BOND ORDINANCE AND SUMMARY

The Amended School Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Linwood, in the County of Atlantic, State of New Jersey, held on April 22, 2015, at the Linwood City Hall. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on May 13, 2015, at 6:00 o'clock P.M. at the Linwood City Hall. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located in the City Hall, 400 Poplar Avenue, Linwood, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Amended School Bond Ordinance follows:

Title: AN ORDINANCE AMENDING ORDINANCE NO. 10 OF 2013, ADOPTED ON JUNE 12, 2013, WHICH ORDINANCE WAS AMENDED BY ORDINANCE NO. 11 OF 2014, ADOPTED ON JUNE 25, 2014, BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY, TO REAPPROPRIATE AMOUNTS PREVIOUSLY APPROPRIATED FOR VARIOUS SCHOOL IMPROVEMENTS

Purpose(s): Amendment to School Bond Ordinance No. 10 of 2013, as previously

amended by Ordinance No. 11 of 2014

Appropriation: \$3,612,000

Bonds/Notes Authorized: \$3,612,000 Grants (if any) Appropriated: None

Section 20 Costs: \$386,500 Useful Life: 23.00 years

Leigh Ann Napoli, RMC, Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

AMENDED SCHOOL BOND ORDINANCE STATEMENTS AND SUMMARY

The Amended School Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Linwood, in the County of Atlantic, State of New Jersey on May 13, 2015, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Amended School Bond Ordinance follows:

Title: AN ORDINANCE AMENDING ORDINANCE NO. 10 OF 2013, ADOPTED ON JUNE 12, 2013, WHICH ORDINANCE WAS AMENDED BY ORDINANCE NO. 11 OF 2014, ADOPTED ON JUNE 25, 2014, BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY, TO REAPPROPRIATE AMOUNTS PREVIOUSLY APPROPRIATED FOR VARIOUS SCHOOL IMPROVEMENTS

Purpose(s): Amendment to School Bond Ordinance No. 10 of 2013, as previously

amended by Ordinance No. 11 of 2014

Appropriation: \$3,612,000

Bonds/Notes Authorized: \$3,612,000 Grants (if any) Appropriated: None

Section 20 Costs: \$386,500 Useful Life: 23.00 years

Leigh Ann Napoli, RMC, Municipal Clerk

RESOLUTION No. 85, 2015

A RESOLUTION AUTHORIZING THE REFUND OF A TAX OVERPAYMENT WITH REGARD TO C-8 VILLAGE BOULEVARD IN THE CITY OF LINWOOD

WHEREAS, C-8 Village Blvd. owned by Constance Carnesale situates in the tax district of the City of Linwood has paid their 2015 $2^{\rm nd}$ quarter property taxes in accordance with the provisions of the Statute so made and provided; and

WHEREAS, Surety Title on behalf of Constance Carnesale overpaid the 2015 2^{nd} quarter property taxes due to Homestead Rebate Credit in the amount of \$457.61 set forth on the list attached hereto and made part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of each of the owner's title company a payment in the amount of \$457.61 which is the amount of the overpayment set forth on the attached list in order to refund monies representing overpayment of taxes to said property owner.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of April, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

LEIGH	ANN	NAPOLI	I, RMC,	MUNICIPAL	CLERK
RICHAR	RD L	. DEPAN	MPHILIS,	III, MAY	OR

APPROVED:		

Surety Title \$457.61 1555 Zion Road. Egg Harbor Township, NJ 08234

RESOLUTION No. 86, 2015

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2015-07, TO OUR LADY OF SORROWS

WHEREAS, Our Lady of Sorrows has applied for a Raffle License, to conduct games October 17, 2015; and

WHEREAS, Our Lady of Sorrows has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-1-14250;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Our Lady of Sorrows and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of April, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

LEIGH	ANN	NAPOLI,	RMC,	MUNIC	[PAL	CLER	K
RICHAI	RD L	. DEPAMP	HILIS,	III,	MAYO	R	

APPROVED:

Application for a Raffles License

Application No. *RA* 07-2015
Identification No. 257-1-14250

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

lease print clearly.			
Name of municipality: LINWOO	DO		
Part A - General			
1. Name of applying organization			
Street address of headquar	ters: 724 Maple Ave. Linwood, NJ 082	21	
b. Mailing address (if differen	t):		
A license is requested to co (use a separate application	onduct raffles of the kind stated on th for each type of raffle).	e date, or on each of the	e dates, and during the hours lister
Date	Hours _!	Date	Hours
October 17th 2015	9 PM		
	-		
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Part B - Schedule of Expenses	e rented, attach a statement by the r		
	o be incurred or paid in connection n each item is to be paid, and the pi		
Item of Expense	Name and address	•	Purpose
1st Prize 33.34% of Proceeds	CASH/CHECK	от заррист	50/50 Raffle
2nd Prize 5% of Proceeds	CASH/CHECK		50/50 Raffle
3rd Prize 5% of Proceeds	CASH/CHECK		50/50 Raffle
4th Prize 1.67% of Proceeds	CASH/CHECK		50/50 Raffle
5th Prize 1.67% of Proceeds	CASH/CHECK		50/50 Raffle
6th Prize 1.67% of Proceeds	CASH/CHECK		50/50 Raffle
7th Prize 1.67% of Proceeds	CASH/CHECK		50/50 Raffle
74111120 1.0770 0111000000	O TOTAL ON		- Coyou Tame
License Fees	City of Linwood		\$20.00
License Fees	State of New Jersey		\$20.00
Printing Tickets		4	
			- Whitelest Committee of the Committee o

Application for a Raffles License

Application No. R	A
Identification No.	257-1-14250

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.	ppncadon to the Municipal Clerk's Only	33/18-13-13-13-13-13-13-13-13-13-13-13-13-13-	
Name of municipality: LINWO	OD		
Part A - General			
1. Name of applying organiz	ation: OUR LADY OF SORROWS		
	ters: 724 Maple Ave. Linwood, NJ 0822	21	
b. Mailing address (if differer			
-			
3. A license is requested to co (use a separate application	onduct raffles of the kind stated on the	e date, or on each of the	dates, and during the hours liste
Date	Hours	Data	House
		Date	Hours
October 17th 2015	9 PM		
	ne premises or regularly occupy then e rented, attach a statement by the ra	, ,	
Part B - Schedule of Expenses			
	o be incurred or paid in connection n each item is to be paid, and the pu		
Item of Expense	Name and address	of supplier	Purpose
1st Prize 33.34% of Proceeds	CASH/CHECK	1.	50/50 Raffle
2nd Prize 5% of Proceeds	CASH/CHECK	The state of the s	50/50 Raffle
3rd Prize 5% of Proceeds	CASH/CHECK		50/50 Raffle
4th Prize 1.67% of Proceeds	CASH/CHECK	***************************************	50/50 Raffle
5th Prize 1.67% of Proceeds	CASH/CHECK	50/50 Raffle	
6th Prize 1.67% of Proceeds	CASH/CHECK		50/50 Raffle
7th Prize 1.67% of Proceeds	CASH/CHECK		50/50 Raffle
License Fees	City of Linwood		\$20.00
License Fees	State of New Jersey		\$20.00
Printing Tickets			· · · · · · · · · · · · · · · · · · ·
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1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:

BUILDING FUND OF OUR LADY OF SORROWS

2. If any part of the net proceeds are to be devoted to a pover to another organization which is exclusively devoexecutive officer to the following certificate:			
"It is hereby certified that	Name of orga	nization	
will accept from the licensee any part of the net procee			olication to be turned over to it."
Date:	Signature:		
Part D - Schedule of Prizes			
A description of all prizes to be offered and given in all of t describe the article and state the retail value; if prizes are t sible the information requested below.	he games listed in t o be donated, indic	his applicati ate that fact	on is as follows. For merchandise, and estimate as accurately as pos-
Description of Prize	Donated ((Yes or No)	Retail value
1st Prize	□ Yes	☑ No	\$10,000.00
2nd Prize		☑ No	\$1500.00
3rd Prize		☑ No	\$1500.00
4th Prize		☑ No	\$500.00
5th Prize		☑ No	\$500.00
6th Prize		☑ No	\$500.00
7th Prize		☑ No	\$500.00
		□ No	
	☐ Yes	□ No	
	☐ Yes	□ No	

☐ Yes

□ No

Administrator	Name of officer Fr. Paul D. Harte		Age 63 ·
Residence address	Telephone No. (include area code)	
724 Maple Ave.,Linwood, NJ 08221	•	4 Evening	
(2) Office	Name of officer		Age
Residence address	Telephone No. ((include area code)	
was a second of the second of	Day	Evening	
(3) Office	Name of officer		Age
Residence address	Telephone No. (
	Day	Evening	
(4) Office	Name of officer		Age
Residence address	Telephone No. (
art F - Members of Applicant who		Evening	
Name of member in charge	Residence address	Telephone No. (include Day / Evening	area code) Age
Fr. Paul D. Harte	724 Maple Ave. Linwood, NJ 08221	609-927-1154 /	63
		LINWOOD / OUR LADY OF SORROWS /	
		//	
art G - Members of Applicant who Name of member	will assist in conducting the games	Residence address	Age
Part H - Names of other organization Name and address of	ons whose members will assist in cond of organization		entification No.

ate of New Jersey ounty of Atlantic	} ss.	
e do hereby each make the following stat	ement, under oath, w	ith respect to the foregoing application:
The applicant (is) (is not) limited in its furtherance of one or more authorized puin the Raffles Licensing Law.		For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of,
Prior to the issuance of any license to it of chance, the applicant was actively e one or more "authorized purposes."		and primarily responsible for, the conduct of the games. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting
The applicant has received and used, a expects to continue to receive and use, more authorized purposes, funds from s games of chance.	to further one or	or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed
The conduct of the games on the occasion which this application is made will be to the entire net proceeds to the authorized in the application.	raise and devote	Compensated Workers pursuant to N.I.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.I.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
	7.	All statements in the foregoing application are true.
		0 . /

Billie-ann Mª Clintock Notary Public (Print name)

Billie and no Clinton Signature of Notary Public

> Billis-Ann McClintock \ersey State of New Commission Expire

Signature of Member-in-Charge Signature of Member-in-Charge Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

TWO MORE
TOWN THIS
PRIZES THIS
VEAR!

Sponsored for the benefit of Our Lady of Sorrows Church, Linwood, New Jersey

750 CLUB RAFFLE



GRAND PRIZE \$10,000

2ND PRIZE \$1,500 3RD PRIZE \$1,500

4TH PRIZE \$500 5TH PRIZE \$500

6TH PRIZE \$500 7TH PRIZE \$500

NOTE: This drawing is strictly limited to 750 Participants.

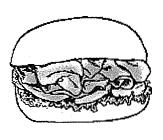
The Grand Prize of \$10,000 is contingent upon the sale of all 750 tickets.

TICKET SALES - \$40 per ticket. The odds are 1 in 750!

Drawing is Saturday, October 17, 2015

The Party begins at 7:30 p.m. to 10:00 p.m.

Beef 'N Beer



Music, Dancing and Door Prizes Tickets will be drawn at 9:00 p.m. Our Lady of Sorrows Church Hall Wabash Avenue, Linwood, NJ

Must be 18 years of age or older to participate.

YOU NEED NOT BE PRESENT TO WIN

(No substitution of prizes)

(PLEASE MAKE CHECKS PAYABLE TO: OUR LADY OF SORROWS CHURCH)

	Our Lady of Sorrows 750 Club Ltd. 7 50 CLUB RAFFLE CERTIFICATE RAND PRIZE \$10,000 (33.34% proceeds)	\$40 Share 257-1-14250 2015 I.D.	750 CLUB LTD. RAFFLE CERTIFICATE DRAWING: OCT. 17, 2015	STUB ADMITS TWO
2ND PRIZE \$15 4TH PRIZE \$50 6TH PRIZE \$50	00 (5% proceeds) 3RD PRIZE \$1500 (5% proceeds) 0 (1.67% proceeds) 5TH PRIZE \$500 (1.67% proceeds) 0 (1.67% proceeds) 7TH PRIZE \$500(1.67% proceeds)	????? A Legal NJ 50/50	Name Co-Owner Address	
The Gra Sponsi Draw in the I	ving is strictly limited to 750 Participants. nd Prize of \$10,000 is contingent upon the sale of all 750 ored for the benefit of Our Lady of Sorrows Church, Linwood, Neing Party will be held Sat., October 17, 2015 - 7:30 p.m. to 10:00 Music Dancing Beef & Beer Door Prizes Hall on Wabash Avenue, Linwood, New Jersey - Ticket will be draw (OU NEED NOT BE PRESENT TO WIN (No substitution of prizes) Co-Owner	w Jersey I p.m.,	Telephone Single owned share Date Co-owned share Authorized Seller	
Date: Tickets are non-transfera	Authorized Seller: — Buthorized Seller: — Authorized Seller: — Buthorized Seller: — Authorized Seller: —	dial 1-800-GAMBLER.	RC-07-2015	001

RESOLUTION No. 87, 2015

A RESOLUTION AWARDING THE CONTRACT TO ARAWAK PAVING CO., INC FOR SCHOOL HOUSE DRIVE NEIGHBORHOOD RESURFACING

WHEREAS, the City of Linwood received bids for Contract No. 3, School House Drive Neighborhood Resurfacing in the City of Linwood on Wednesday, April 15, 2015 at 10:00 a.m. prevailing time; and

WHEREAS, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for Contract No. 3, School House Drive Neighborhood Resurfacing be and is hereby awarded to Arawak Paving Co., Inc., 7503 Weymouth Road, Hammonton, New Jersey 08037 for the Base Bid amount of \$239,800.00 as set forth in the bid submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Arawak Paving Co., Inc. in accordance with the terms and conditions set forth in the bid/proposal submitted;

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of Funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of April, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	RICHA	RD L	. DEPAMP	HILIS	, III, MAY	 OR
PPROVED:						

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 04-20-15

Re: Availability of Funds-Schoolhouse Drive Paving

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$190,000.00 are available under the 2015 NJDOT Grant for Schoolhouse Drive Paving. I also certify that \$49,800 is available under Capital Ordinance 14A-2014 Roadway Improvements. Funds will be encumbered to Arawak Paving Co., Inc. 7503 Weymouth Road Hammonton, NJ 08037.



Vincent J. Polistina, PE, PP, CME Craig R. Hurless, PE, PP, CME Civil / Municipal Engineering
Site Plan and Subdivision Design
Surveying
Land Use Planning
Water and Wastewater Design
Environmental Consulting
Inspection / Construction Management

April 15th, 2015

Mr. Timothy Tighe Council President The City of Linwood 400 Poplar Avenue Linwood, NJ 08221

Re: Report of Bids.

School House Drive Neighborhood Resurfacing

Contract No. 3

Linwood, Atlantic County

PA No. 7500.11

Dear Mr. Tighe:

On April 15th, 2015 at 10:00 A.M.., sealed bids were received by The City of Linwood for the "School House Drive Resurfacing" Contract No. 3. A total of six (6) contractors picked up bid documents during the bidding period and six (6) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Total Bid
Arawak Paving Co., Inc.	\$239,800.00
Jerry & Sons Excavating	\$250,761.48
Landberg Construction, LLC	\$272,877.98
AE Stone	\$290,000.00
GWP Enterprises	\$334,430.40
Bogey's Trucking & Excavating	\$397,818.78

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$252,197.48. The lowest bid for the project submitted by Arawak Paving Co., Inc is approximately 5% below the Engineer's Estimate for the bid.

Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by Arawak Paving Co., Inc. is the lowest responsive bid and appears favorable to the City. Polistina & Associates has worked with Arawak Paving Co., Inc and has found their work to be satisfactory on most projects.

Subject to the appropriation of City funds, we recommend that a contract be awarded to Arawak Paving Co., Inc. in the amount of \$239,800.00.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

POLISTINA & ASSOCIATES

Vincent J. Polistina, PE, PP, CME City Engineer

Leigh Ann Napoli, City Clerk Cc:

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-	Mobilization & Permits	-	LS	S 17,540,00	S 17,5	17,540.00 S	15,000.00	15,000.00		
~1	Cleaning Site	-	TZ	\$ 16,200.00	\$ 16.2	16,200.00	15,000.00	15.000.00		
8	Sawcutting, if & where directed	100	LF	S 2.00	s	Z00.00Z	3.50 \$	350,00		
7	Milling, 2" & Variable Depth	13,239	SY	\$ 3.78	s	50,043.42 \$	5.70 \$	75,462.30		
5	Roadway Excavation. Unclassified, if & where directed	25	ζ	\$ 35.00	s	875.00 \$	10.00	350.00		
9	Reconstructed Soil Aggregate Base Course, 6" Thick	750	SF	\$ 6.00	S	4.500.00	9.00	6,750.00		
-	Soil Aggregate Base Course, Mix 1-5, 6" Thick, If & where directed	100	SY	8.00	8 8	800.008	8.00 8	00.008		
s	Hot Mix Asphalt, 19M64 Base Course, Variable Thickness, If & Where Directed	25	TON	S 80.00	\$ 2.0	2,000.00	78.00	1,950.00		
٥	Hot Mix Asphalt, 12.5M64 Surface Course, 2" Thick	1,984	TON	S \$8.00	\$ 174.5	174,592.00 S	97.00			
2	Hot Mix Asphalt, 12.5M64, Leveling Course	250	TON	\$ 88.00	\$ 22.0	-	_	25		
=	Asphalt Driveway Reconstruction, If& Where Directed	25	SY		S	1,625.00 \$				
2	Concrete Curb with Concrete Gutter - Remove & Replace	423	LF		es.	15.228.00 \$	70.00	7		
13	Concrete Driveway Apron, 6" Thick. if & where directed	25	SY	\$ 73.00	S	1,825.00 S				
=	Handicapped Ramp	£	TIND	\$ 1,800.00	s	5.400.00 \$	2,200.00			
15	Detectable Warning Surface	3	UNIT	\$ 300.00	8	900.000	440.00 S	1,320.00		
92	Retrofit Inlet Grate, Bicycle Safe Grate with Eco-Curb Piece	CI	UNIT	\$ 1,400.00	\$ 2,8	2,800.00	650.00	1,300.00		
12	Bicycle Safe Inlet, with Eco-Curb Piece	4	UNIT	\$ 1,200.00	8.+. 8	4.800.00	700.00			
18	Reset Manhole Casting	01	UNIT	\$ 150.00	5.1.5	1.500.00 S	350.00 \$	3		
19	Reset Utility Valve, If & Where Directed	10	UNIT	\$ 40,00		400.00	75.00 S			
92	Traffic Stripes, Stop Bar, Thermoplastic	=	TIND	\$ 140.50	5.1.5	.545.50 \$	141.00	5 1,551.00		
21	Top Soil, Fertilize & Seed, If & Where Directed	200	SY	2 1.00	S	200.00	6.50 S			
22	Construction Signs	448	SF	S 1.00	S	448.00 \$	10.00	4,480.00		
23	Traffic Drums	20	UNIT	S 1.00	s	20.00	0.10	2.00		
77	Traffic Cones	20	UNIT	S 1.00	s	20.00	0.10			
25	Traffic Directors - Flaggers (Price Fixed)	91	HOURS	S 60.53	s o	968.48 S				
36	Fuel Price Adjustment	1	LS	\$ 1.300.00	5 1,3	300.00	-			
27	Asphalt Price Adjustment	-	rs	\$ 6,700.00	\$ 6.7	6.700.00 \$	6,700.00	\$ 6,700.00		
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RESOLUTION No. 88, 2015

A RESOLUTION ACCEPTING THE WITHDRAWAL OF A BID RECEIVED FROM THINK PAVERS FOR CONTRACT NO. 5, CDBG FUNDING 2014 - ADA CURB CUTS

WHEREAS, the City of Linwood advertised for and received six bids for Contract No. 5, CDBG Funding 2014, ADA Curb Cuts on March 25, 2015 at 10:00 A.M.; and

WHEREAS, by correspondence received by the Municipal Engineer, Think Pavers, has requested to withdraw their bid due to a mistake on the part of the bidder pursuant to Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and consistent with the P.L. 2010, C.108; and

WHEREAS, the Municipal Solicitor has reviewed all bid documents, as well as Think Pavers request for a bid withdrawal and has further reviewed the Municipal Engineer's opinion that this request and the documents in support thereof, meet and satisfy the four statutory criteria to substantiate the bidder's claim for a bid withdrawal; and

WHEREAS, based upon all submitted documents and information, the Municipal Solicitor has recommended that the Common Council permit the withdrawal of Think Pavers bid; and

WHEREAS, the Common Council of the City of Linwood, based upon information submitted and recommendations received, is desirous of accepting the bid withdrawal of Think Pavers;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the request by Think Pavers, to withdraw their bid for Contract No. 5, CDBG Funding 2014, ADA Curb Cuts be and is hereby accepted.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of April, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

LEIGH	ANN	NAPOLI,	RMC,	MUNIC	[PAL	CLER
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Vincent J. Polistina, PE, PP, CME Craig R. Hurless, PE, PP, CME Civil / Municipal Engineering
Site Plan and Subdivision Design
Surveying
Land Use Planning
Water and Wastewater Design
Environmental Consulting
Inspection / Construction Management

April 21st, 2015

Mr. Timothy Tighe, Council President The City of Linwood 400 Poplar Avenue Linwood, NJ 08221

Re:

Report of Bids

CDBG Funding 2014

Contract No. 5

Linwood, Atlantic County

PA No. 7500.02

Dear Mr. Tighe:

On March 25th, 2014 at 10:00 A.M.., sealed bids were received by The City of Linwood for the "CDBG Funding 2014" Contract No. 5. A total of six (6) contractors picked up bid documents during the bidding period and six (6) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Total Bid
Think Pavers	\$40,579.45
Diamond Construction	\$41,870.55
Feriozzi Concrete	\$45,405.50
A-Team Concrete	\$61,717.00
Lupton Construction	\$66,749.00
Charles Marandino	\$82,798.00

Subsequent to the bid, we received correspondence from Think Pavers requesting that they be allowed to withdraw their bid due to their confusion regarding the curbing for each handicapped ramp. They did not consider the concrete curbing to be an integral component of each handicapped ramp. We recommend that the City allow them to withdraw the bid because of this discrepancy.

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$46,300.00. The lowest responsive bid for the project submitted by Diamond Construction is approximately 9.5% below the Engineer's Estimate for the bid.

Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by Diamond Construction is the lowest responsive bid and appears favorable to the City. Polistina & Associates has not worked with Diamond Construction but has review their work history and found it satisfactory.

Subject to the appropriation of City funds, we recommend that a contract be awarded to Diamond Construction in the amount of \$41,870.55.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

POLISTINA & ASSOCIATES

Vincent J. Polistina, PE, PP, CME

City Engineer

Cc: Leigh Ann Napoli, City Clerk

Hank Kolakowski, CPWM, Superintendant of Public Works

Nick Furfari, Think Pavers

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Tax of	CONTRA CT NO 2 CORC RINDING 2014										
			_	THINK	THINK PAVERS	DIAMOND (DIAMOND CONSTRUCTION	FERIOZZI	FERIOZZI CONCRETE	A-TEA	A-TEAM CONCRETE
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ا	Tr I man of Domes	30	Ç	300.00	\$ 6,000,00 \$	\$ 1.675.00 \$	60	S	2	-1	7
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6	Dense Graded Aggregate, 6" Thack, if & whate Durency		, ,	ľ	14	U	38.00	\$ 50.00	\$ 1,900,00	S 100.00	\$ 3,800.00
압	Hot Mix Asphalt, 12.5M64 Surface Course, 4" 1 mck	۶ ۱			200000	010	25.00	8	\$ 250.00	\$ 4.00	\$ 1,000.00
11	Top Soil, Fertilize & Seed	R	Ž			200		275	5	\$ 1,500,00	1,500.00
12	Traffic Control	1	ដ	\$ 4,775.00	\$ 4,775.00		אייטטבי י	١		V	
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-			ŕ	Total Amount Bid S	\$ 40.579.45		\$ 41.870.55		20,400.00		

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O	CONTRACT NO. 2 - CDBC FUNDING 2014									_	
				LUPTON CO	LUPTON CONSTRUCTION	CHARLES	CHARLES MARRANDINO				
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<u> -</u>	Mobilization & Permits	-	23	\$ 3,500,00	S 3,500,00	\$ 2,500.00	\$ 2,500,00		,		,
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ı	Renove Existing Curbing	88	11	3 1.00	\$ 380.00	\$ 5.00 \$	\$ 1,500.00		1		
	Remove Existing Sidewalk	119	žS	\$ 1.00	\$ 119.00	S	1		٠ -		\$
8	Concrete Ourb	25	11	s \$0.00	\$ 1,250.00	\$ 25.00	\$ 625,00				\$
	Concrete Sidewall, 4' Wide	70	ΣX	\$ 75.00	\$ 1,500.00	s 60.00	\$ 1,200,00		٠.		
-	Ensticanted Ramp	20	当	\$ 2,000,00	\$ 40,000,00	\$ 2,980.00	\$ 59,600,00		٠		-
. •	Detectable Warning Surface	×	ij	\$ 700.00	\$ 16,800,00	\$ 175.00 \$	\$ 4,200.00				,
•	Dense Graded Accreease, 6" Thick, If & Where Directed	35	λS	\$ 1,00 \$	\$ 95.00 \$				3		
R	Hot Mix Aspiralt, 12,5M64 Surface Course, 4" Thick	38	Ton	\$ 60.00	\$ 2,280.00	S S	,		٠		\$
=	Top Soil Ferdize & Seed	057	λS	\$ 1.00	\$ 250.00	3 1.00	\$ 250.00		\$		
1	Traffic Course	,	S1	S 100.00	s 100.00	\$ 1,500.00	S 1.500.00		٠.		
12	Fuel Price Adjustment	7	ST	· s	۰ -		s -		S		
22	Asphalt Price Adjustment	1	Z.	- \$	٠ -		\$,		
			Τ'n	Total Amount Bid S	\$ 66,749.00		\$ 82,798.00		· •	-	

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RESOLUTION No. 89, 2015

A RESOLUTION AWARDING THE CONTRACT TO DIAMOND CONSTRUCTION FOR CONTRACT NO. 5, CDBG FUNDING 2014 - ADA CURB CUTS

WHEREAS, the City of Linwood received bids for Contract No. 5, CDBG Funding 2014, ADA Curb Cuts in the City of Linwood on Wednesday, March 25, 2015 at 10:00 a.m. prevailing time; and

WHEREAS, six bids were submitted and the low bid received by Think Pavers, has been withdrawn pursuant to Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and consistent with the P.L. 2010, C.108 as of April 22, 2015 and further accepted by Resolution No. 88, 2015 by Linwood Common Council; and

WHEREAS, the remaining bids submitted have been received, reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for Contract No. 5, CDBG Funding 2014, ADA Curb Cuts be and is hereby awarded to Diamond Construction, 35 Beaverson Boulevard, Brick, New Jersey 08723, for the Base Bid in the total amount of \$41,870.55, as set forth in the bid submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Diamond Construction in accordance with the terms and conditions set forth in the bid/proposal submitted;

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of Funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of April, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of April, 2015.

LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
RICHAR	D L.	DEPAMP	HILIS,	III, MAY	OR

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 04-20-15

Re: Availability of Funds-ADA Curb and Sidewalk Improvements

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$41,870.55 are available under the 2015 Community Development Block Grant. Funds will be encumbered to Diamond Construction 35 Beaverson Blvd. Brick, NJ 08723.



Vincent J. Polistina, PE, PP, CME Craig R. Hurless, PE, PP, CME Civil / Municipal Engineering
Site Plan and Subdivision Design
Surveying
Land Use Planning
Water and Wastewater Design
Environmental Consulting
Inspection / Construction Management

April 21st, 2015

Mr. Timothy Tighe, Council President The City of Linwood 400 Poplar Avenue Linwood, NJ 08221

Re:

Report of Bids

CDBG Funding 2014

Contract No. 5

Linwood, Atlantic County

PA No. 7500.02

Dear Mr. Tighe:

On March 25th, 2014 at 10:00 A.M.., sealed bids were received by The City of Linwood for the "CDBG Funding 2014" Contract No. 5. A total of six (6) contractors picked up bid documents during the bidding period and six (6) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Total Bid
Think Pavers	\$40,579.45
Diamond Construction	\$41,870.55
Feriozzi Concrete	\$45,405.50
A-Team Concrete	\$61,717.00
Lupton Construction	\$66,749.00
Charles Marandino	\$82,798.00

Subsequent to the bid, we received correspondence from Think Pavers requesting that they be allowed to withdraw their bid due to their confusion regarding the curbing for each handicapped ramp. They did not consider the concrete curbing to be an integral component of each handicapped ramp. We recommend that the City allow them to withdraw the bid because of this discrepancy.

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$46,300.00. The lowest responsive bid for the project submitted by Diamond Construction is approximately 9.5% below the Engineer's Estimate for the bid.

Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by Diamond Construction is the lowest responsive bid and appears favorable to the City. Polistina & Associates has not worked with Diamond Construction but has review their work history and found it satisfactory.

Subject to the appropriation of City funds, we recommend that a contract be awarded to Diamond Construction in the amount of \$41,870.55.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

POLISTINA & ASSOCIATES

Vincent J. Polistina, PE, PP, CME

City Engineer

Ce: Leigh Ann Napoli, City Clerk

Hank Kolakowski, CPWM, Superintendant of Public Works

Nick Furfari, Think Pavers

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NO.	TTEM DESCRIPTION	ČE)		BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL	RID PRICE	TOTAL	
Ŀ	Mobilization & Permits	-	SZ	\$ 3,500.00	S 3.500.00 S	s 2,500,00 s	\$ 2,500,00				\$	
6	Sawcatting	475	11	3 1.00	\$ 475.00	\$ 4.00	\$ 1,900.00		\$,	_
	Remove Existing Curbing	88	범	\$ 1.00	\$ 380.00	\$ 5.00 \$	\$ 1,900.00				۶ -	
4	Renove Existing Sidewalk	119	ХS	\$ 1.00	s 119.00 S	S 12.00 S	\$ 1.428.00		3		\$	7
s	Concrete Ourb	જ	11	\$ 50.00	\$ 1.250.00	s			· ·		S	П
9	Concrete Sidewalk, 4' Wide	20	λS	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1.200.00		٠ ٧		4	-
-	Emdicaped Ramp	20	Caric	\$ 2,000,00	\$ 40,000.00	\$ 2980.00	\$ 59,600.00		٠			П
8	Detectable Warning Surface	*	CH	\$ 700.00	\$ 16,800,00	s 175.00 s	\$ 4,200.00		ď		*	7
0	Dense Graded Aggregate, 6" Thick, If & Where Directed	\$\$	ΧS	3 1.00	\$ 95.00 \$	1.00	S		1		\$	7
2	Ho; Mix Asphalt, 12.5M64 Surface Course, 4" Thick	38	Ton	s 60.00 s	\$ 2,280.00	N N	S				\$	Т
=	Top Soil Ferdize & Seed	220	λS	3 1.00	\$ 250.00	S 1.00	\$ 250.00		•		·	7
12	Traffic Coursel	-	23	s 100.00	S 100.00	S 1,500.00	\$ 1.500.00		S		s -	7
ដ	Fuel Price Adjustment	-	I.S				· s		S		٠.	7
2	Aspiralt Price Adjustment	Ţ	1.5	- \$. s		S		,		,	7
												7
			ا مْ	Total Amount Ed S	\$ 66,749.00		\$ \$2,798.00		•			_
	THE RESERVE THE PARTY OF THE PA											

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PROPOSAL to the

<u>CITY OF LINWOOD</u> ATLANTIC COUNTY, NEW JERSEY

CDBG FUNDING 2014

CONTRACT NO. 5

THE UNDERSIGNED, as bidder, declares that the only persons or parties interested in the Proposal as principals are named within this Proposal Section; that the Proposal is in all respects fair and without collusion or fraud; that he has carefully examined the annexed proposed form of Contract, the Specifications, the Contract Drawings, the Information for Bidders, and supplemental general conditions; that he, or his representative, has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the City of Linwood in the form of contract hereto annexed, to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the Contract in the manner and time therein specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

PROPOSAL to CITY OF LINWOOD ATLANTIC COUNTY, NEW JERSEY

CDBG FUNDING 2014 CONTRACT NO. 5

Item 1 MOBILIZATION & PERMITS

	1 LUMP SUM @ \$ 3,500,	\$3500.
	THREE THOUSAND FIVE HUNDRY	
	(Write Unit Price)	
Item 2	SAWCUTTING	#
	475 LINEAR FEET @\$ per LF	\$ 4,75
	(Write Unit Price)	
	(11220 0320 2 2200)	, ,
Item 3	REMOVE EXISTING CURBING	
•	380 LINEAR FEET @ \$ _ O / per LF	\$ 3,80
	ONE CEXT (Write Unit Price)	
	(Write Unit Price)	
Item 4	REMOVE EXISTING SIDEWALK	
	119 SQUARE YARDS @ \$ per SY	\$ <u>//9,</u>
	DME DOMAR	
	(Write Unit Price)	

Item 5 CONCRETE CURB

Itom 2		
	25 LINEAR FEET @\$ 25, per LF \$ 625,	
	(Write Unit Price)	
Item 6	CONCRETE SIDEWALK, 4' WIDE	
	20 SQUARE YARDS @ \$ 63 per SY \$ 1260.	
	Sixty Three Dollans (Write Unit Price)	
Item 7	HANDICAPPED RAMP	
	20 UNITS @\$ 1675. per UNIT \$33,500 ONE THOUSAND & SIX Journal of Sexenty From (Write Unit Price)).
	(Write Unit Price)	
Item 8	DETECTABLE WARNING SURFACE	
	24 UNITS @ \$ 100 per UNIT \$ 2400 =	
	ONE HUNDRED DOMANS	
	(Write Unit Price)	
Item 9	DENSE GRADED AGGREGATE, 6" THICK, IF & WHERE	
	DIRECTED	7

PROPOSAL

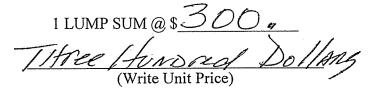
95 SQUARE YARDS @ \$_____ per SY

ONE DOMAR
(Write Unit Price)

Item 10 HO	T MIX ASPHALT,	12.5M64 SURFACE	COURSE, 4"	THICK
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	38 TONS @ \$ per TON
	ONE DO //AR
Item 11	TOP SOIL, FERTILIZE & SEED, IF & WHERE DIRECTED
	250 SQUARE YARDS @ \$ per SY
	TEN CENTS (Write Unit Price)

Item 12 TRAFFIC CONTROL



\$ 300

Item 13 FUEL PRICE ADJUSTMENT

1 LUMP SUM @ \$0.00

Zero (Write Unit Price)

-<u>\$0.0(</u>

Item 14 ASPHALT PRICE ADJUSTMENT

1 LUMP SUM @ \$0.00

\$0.00

Zero (Write Unit Price)



TOTAL BASE BID (Items 1 through Item 14)
THE TOTAL PRICE OF:

Fouriery OTHE THOUSAND &

Elgar Mandred & Seventy Dollars & \$41870,

(Write Total Price in Words and Numbers)

FIFTY FINE CLEATS