



AGENDA

CITY OF CAMDEN CITY COUNCIL SPECIAL MEETING

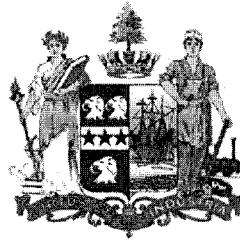
November 2nd, 2018 – 12:00 noon

Honorable Curtis Jenkins, President
Honorable Luis A. Lopez, Ph.D., Vice President
Honorable Dana M. Burley
Honorable Brian K. Coleman
Honorable Sheila Davis
Honorable Angel Fuentes
Honorable Marilyn Torres

Honorable Francisco "Frank" Moran, Mayor

Michelle Spearman, City Attorney
Vacant- Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA

SPECIAL MEETING

FRIDAY, NOVEMBER 2ND, 2018 – 12:00 NOON
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

RESOLUTIONS

Department of Finance

1. Resolution authorizing the Introduction of the Municipal Budget for Fiscal Year 2019 for the City of Camden
2. Resolution authorizing an application to the State of New Jersey for 2019 Transitional for the City of Camden

Office of the City Attorney

3. Resolution authorizing the execution of an agreement between Brandywine Operating Partnership, LP, Camden City Redevelopment Agency, Coopers Ferry Partnership and the City of Camden in connection with the construction of the Fleet Garage
4. Resolution authorizing the City of Camden to grant Cooper's Ferry Partnership a License Agreement to enter 449 Kaighn Avenue for the construction of the Fleet Garage
5. Resolution Authorizing the City of Camden to enter into a Project Development Agreement between the Camden County Improvement Authority, Rutgers University, Camden County Municipal Utilities Authority and Coopers Ferry Partnership

PUBLIC COMMENT

ADJOURNMENT

MBS:dh
11-02-18

**RESOLUTION AUTHORIZING THE INTRODUCTION OF THE MUNICIPAL BUDGET
FOR FISCAL YEAR 2019 FOR THE CITY OF CAMDEN**

WHEREAS, pursuant to N.J.S.A. 40A:4-8, the City Council of the City of Camden shall determine that the FY2019 Municipal Budget of the City of Camden, which was introduced and approved by City Council on November 2, 2018, shall be read by its title; now, therefore.

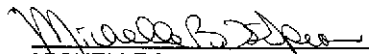
BE IT RESOLVED, by the City Council of the City of Camden that it hereby determines that the FY 2019 Municipal Budget of the City of Camden, which was introduced and approved by City Council on November 2, 2018, shall be read by its title.

BE IT FURTHER RESOLVED that the City Council of the City of Camden hereby declares that the conditions set forth in N.J.S.A. 40A:4-8 subsections 1.a. and 1.b., with regard to the availability of the FY 2019 Municipal Budget for public inspection and by personal request, have been met.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: November 2, 2018

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: November 2, 2018

TO: Jason J. Asuncion, Esq. Business Administrator

DATE: October 30, 2018

FROM: Patrick J. Keating, Director

Department Making Request: Department of Finance

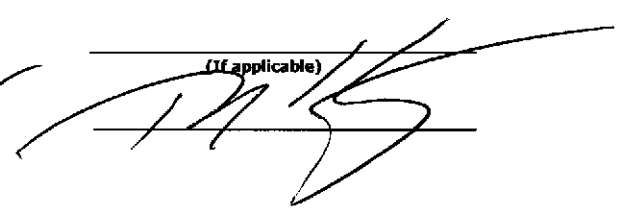
TITLE OF RESOLUTION/ORDINANCE: "RESOLUTION AUTHORIZING THE INTRODUCTION OF THE MUNICIPAL BUDGET FOR FISCAL YEAR 2019 FOR THE CITY OF CAMDEN"

BRIEF DESCRIPTION: Please see the attached Municipal Budget Information for FY2019 that is being introduced.

Therefore, the Director of Finance is requesting Council action to authorize the Introduction of the Fiscal Year 2019 Municipal Budget for the City of Camden as per the attached.

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	10/30/18	
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10-30-18	Jason J. Asuncion ^{PS}
Received by City Attorney:	11/1/18	Michelle B. Hill

Prepared By: Michelle D. Hill x7582

Contact Person: Michelle D. Hill x7582

Please note that the Contact Person is the point person for providing pertinent information regarding request. If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

R-1

MBS:dh
02-06-18

**RESOLUTION AUTHORIZING READING OF
THE INTRODUCED FY 2018 MUNICIPAL BUDGET
OF THE CITY OF CAMDEN BY TITLE**

WHEREAS, pursuant to N.J.S.A. 40A:4-8, the City Council of the City of Camden shall determine that the FY 2018 Municipal Budget of the City of Camden, which was introduced and approved by City Council on January 9, 2018, shall be read by its title; now, therefore.

BE IT RESOLVED, by the City Council of the City of Camden that it hereby determines that the SFY 2018 Municipal Budget of the City of Camden, which was introduced and approved by City Council on January 9, 2018, shall be read by its title.

BE IT FURTHER RESOLVED that the City Council of the City of Camden hereby declares that the conditions set forth in N.J.S.A. 40A:4-8 subsections 1.a. and 1.b., with regard to the availability of the SFY 2018 Municipal Budget for public inspection and by personal request, have been met.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 6, 2018

The above has been reviewed
and approved as to form.


MICHELLE BANKS SPEARMAN
Interim City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

R-2

Walk On Request
CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: February 6, 2018

TO: Jason J. Asuncion, Business Administrator

DATE: February 2, 2018

FROM: Patrick J. Keating, Interim Director of Finance

Department Making Request: Department of Finance

TITLE OF RESOLUTION/ORDINANCE: "RESOLUTION INTRODUCING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2018"

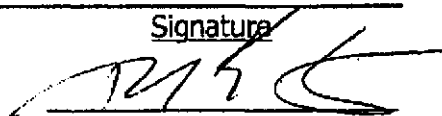
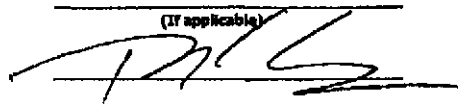

BRIEF DESCRIPTION:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

Please be advised that the City of Camden would like to introduce the Municipal Budget for FY2018.

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable)

	Date	Signature
Approved by Relevant Director:	2-2-2018	
Approved by Grants Management:	N/A	(If applicable)
Approved by Finance Director:	2/2/18	
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:		
Received by City Attorney:	2/5/18	

(Name) Michelle D. Hill

(Extension #7582)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

R-2

MBS:dh
11-02-18

**RESOLUTION AUTHORIZING AN APPLICATION TO THE
STATE OF NEW JERSEY FOR FY2019 TRANSITIONAL AID FOR
THE CITY OF CAMDEN**

WHEREAS, the governing body of the City of Camden desires to apply for and obtain FY2019 Transitional Aid from the State of New Jersey for the City of Camden; and

WHEREAS, in order to obtain said aid, it is necessary that the City of Camden submit an application to the State of New Jersey; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to submit an application to the State of New Jersey, in accordance with all pertinent terms, conditions and requirements which may be established for such an application.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: November 2, 2018

The above has been reviewed
and approved as to form.



MICHELLE BANKS SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: November 2, 2018
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TO: Jason J. Asuncion, Esq. Business Administrator

DATE: October 30, 2018

FROM: Patrick J. Keating, Director

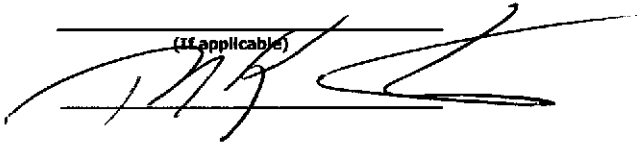
Department Making Request: Department of Finance

TITLE OF RESOLUTION/ORDINANCE: "RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY2019 TRANSITIONAL AID FOR THE CITY OF CAMDEN"

BRIEF DESCRIPTION: Please be advised that the Department of Finance is requesting authorization to submit, on behalf of the City of Camden, an application for Transitional Aid to Localities to the State of New Jersey.

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	10/30/18	
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10.30.18	Jason J. Asuncion ^{10/30}
Received by City Attorney:	11/1/18	Michelle Hill

Prepared By: Michelle D. Hill x7582

Contact Person: Michelle D. Hill x7582

Please note that the Contact Person is the point person for providing pertinent information regarding request. If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

R-3

MBS
11-02-18

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN BRANDYWINE OPERATING PARTNERSHIP, LP, CAMDEN CITY REDEVELOPMENT AGENCY, COOPERS FERRY PARTNERSHIP AND THE CITY OF CAMDEN IN CONNECTION WITH THE CONSTRUCTION OF THE FLEET GARAGE

WHEREAS, in connection with the development of the Subaru Training Facility, the Camden Redevelopment Agency ("CRA") and Brandywine Operating Partnership, L.P. ("Brandywine") entered into a sub-redevelopment agreement dated December 3, 2015 ("Sub-Redevelopment Agreement"); and

WHEREAS, pursuant to the sub-redevelopment agreement, Brandywine was obligated to develop and construct a permanent replacement facility for the Fleet Garage for the City of Camden (the "Replacement Facility Obligations"); and

WHEREAS, Cooper's Ferry has agreed to perform certain Replacement Facility Obligations and the City has agreed to construct certain road improvements if necessary for the Replacement Facility for Brandywine and the Agency subject to the terms and conditions of an agreement to be executed between Brandywine, the CRA, Coopers Ferry, and the City of Camden; and

WHEREAS, Brandywine is providing Two Million Dollars (\$2,000,000) plus an escrow of Two Hundred Thousand Dollars (\$200,000) for the construction of the Fleet Garage; and

WHEREAS, the CRA will facilitate the release of \$120,000 from the remediation escrow posted from the proceeds of the sale of the City old Fleet Garage to Subaru for the construction of the road and for site remediation; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Mayor is hereby authorized to execute an Agreement between Brandywine Operating Partnership, L.P., Camden City Redevelopment Agency and Coopers Ferry Partnership in connection with the construction of the Fleet Garage which is substantially in the form set forth in Exhibit A hereto.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: November 2, 2018

The above has been reviewed and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: November 2, 2018

TO: Jason Asuncion, Business Administrator

DATE: October 30, 2018

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing the Execution of an Agreement between Brandywine Operating Partnership, LP, Camden City Redevelopment Agency, Coopers Ferry Partnership and the City of Camden in Connection with the Construction of the Fleet Garage Replacement Facility

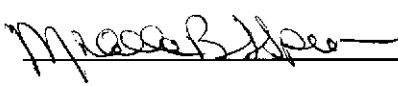
BRIEF DESCRIPTION:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

In connection with the development of the Subaru Training Facility, the Camden Redevelopment Agency ("CRA") and Brandywine Operating Partnership, L.P., ("Brandywine") entered into a Sub-Redevelopment Agreement dated _____, 2015 ("Sub-Redevelopment Agreement"). Pursuant to the Sub-Redevelopment Agreement, Brandywine was obligated to develop and construct a permanent replacement facility for the Fleet Garage for the City of Camden (the "Replacement Facility Obligations"). Coopers Ferry has agreed to perform certain of the Replacement Facility Obligations (the "Coopers Ferry Obligations") and the City of Camden has agreed to construct certain road improvements necessary for the Replacement Facility ("Road Improvements") subject to the terms and conditions of a certain Agreement to be executed between Brandywine, CRA, Coopers Ferry and the City ("Agreement"). This resolution will authorize the execution of the Agreement.

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>10/30/18</u>	<u></u>
Approved by Grants Management:	_____	_____ <small>(If applicable)</small>
Approved by Finance Director:	_____	_____

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If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

CAF –Certifications of Availability of Funds

Approved by Purchasing Agent: _____

Approved by Business Administrator: _____

10-30-18

Jason J. Asuncion^{ES}

Received by City Attorney: _____

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Michelle Banks-Spearman	X27170
Contact Person:	Michelle Banks-Spearman City Attorney	x27170

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
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Professional Service or EUS Type	Agreement
Name of Vendor	Brandywine Operating Partnership, LP & Camden Redevelopment Agency & Coopers Ferry Partnership
Purpose or Need for service:	To develop the Subaru Training Facility subject to terms and conditions of agreement.
Contract Award Amount	
Term of Contract	
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____ Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date _____

For LGS use only:

Approved Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

Michelle Spearman

From: Olivette Simpson
Sent: Thursday, November 01, 2018 1:32 PM
To: 'Kris Kolluri'; Marc Riondino; Michelle Spearman
Cc: 'Joe Myers'
Subject: RE: CCMUA Expenditures in Camden

Sorry everyone for red ink – please ignore.

From: Olivette Simpson
Sent: Thursday, November 01, 2018 12:52 PM
To: 'Kris Kolluri' <kkolluri@coopersferry.com>; Marc Riondino <MaRiondi@ci.camden.nj.us>; Michelle Spearman <MiSpearm@ci.camden.nj.us>
Cc: Joe Myers <myers@coopersferry.com>
Subject: RE: CCMUA Expenditures in Camden

Kris.
3 and 4 have been revised.

From: Kris Kolluri <kkolluri@coopersferry.com>
Sent: Thursday, November 01, 2018 11:55 AM
To: Olivette Simpson <OlSimpso@ci.camden.nj.us>; Marc Riondino <MaRiondi@ci.camden.nj.us>; Michelle Spearman <MiSpearm@ci.camden.nj.us>
Cc: Joe Myers <myers@coopersferry.com>
Subject: Fwd: CCMUA Expenditures in Camden

Here are the terms:

1. Cooper's Ferry Partnership will build a fleet garage for the city of Camden. The scope has been agreed to upon by the city and CFP. Total cost is:\$2,520,000.
2. Brandywine is going to provide CFP \$2.3 million plus an escrow of \$200k
3. CRA will facilitate the release of \$100,000 to Camden City for Public Works to build a road for the fleet garage. The source of the funds will be a remediation escrow that Brandywine posted from the proceeds of sale of City property for the Subaru technical center.
4. CRA will facilitate the release of \$20,000.00 to CFP for site remediation. The source of the funds will be a remediation escrow that Brandywine posted from the proceeds of sale of City property for the Subaru technical center.
5. CFP is going to deliver a turn key fleet garage to CRA and the city of Camden in accordance with Brandywine's commitment to the city.

Kris Kolluri

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT ("Agreement"), is made this ___ day of August, 2018 (the "Effective Date"), by and between **THE CITY OF CAMDEN REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, whose address is City Hall 13th Floor, 520 Market Street, Camden, New Jersey 08101-5120 (together with any successor public body or officer hereafter designated by or pursuant to law, as the redevelopment entity hereunder, pursuant to N.J.S.A. 40A:12A-1, et seq., (the "Agency"), **BRANDYWINE OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership having its principal place of business at FMC Tower at Cira Centre South, 2929 Walnut Street, Suite 1700, Philadelphia, PA 19104 ("Brandywine"); **COOPER'S FERRY PARTNERSHIP**, a _____, having an address of One Port Center 2 Riverside Drive, Suite 501 Camden, New Jersey 08103 ("CFP") and the **CITY OF CAMDEN**, whose address is City Hall 4th Floor, 520 Market Street, P.O. Box 95120, Camden, NJ 08101-5120 (the "City"). The Agency, Brandywine, CFP and the City are referred to collectively as the "Parties".

WHEREAS, the Agency and Brandywine entered into a Sub-Redevelopment Agreement dated December 3, 2015 ("Sub-Redevelopment Agreement"), which Sub-Redevelopment Agreement is incorporated herein by reference; and

WHEREAS, pursuant to the Sub-Redevelopment Agreement, Brandywine had certain obligations concerning the development and construction of a permanent replacement facility for the Fleet Garage for the Agency as set forth in Section 33(b) of the Sub-Redevelopment Agreement (the "Replacement Facility Obligations"); and

WHEREAS, the Parties desire to modify and re-assign the Replacement Facility Obligations as set forth in this Agreement;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Amendment by reference.
2. Location of Replacement Facility. The location of the replacement facility for the Fleet Garage shall be 449 Kaighn Avenue, Camden, New Jersey (Block 327, Lot 37) of the City of Camden Tax Map (the "Replacement Site"). The Replacement Site is currently owned by the City.
3. Components of Replacement Facility Obligations. The Replacement Facility Obligations shall have two components: a) the obligation to construct the building for the replacement facility on the Replacement Site (the "Building Project") and b) the obligation to construct necessary road improvements relating to the Replacement Site ("the Road Project".)

4. The Building Project. Upon Brandywine's payment of the funds required by paragraph 8 below, CFP shall become responsible for completion of the Building Project pursuant to this Agreement and Brandywine shall be released of such obligation. Upon payment of the funds required by paragraph 8 CFP shall proceed with the Building Project including the following items:
- a. Design of the building for the replacement facility including detailed plans and specifications. CFP shall arrange for the design of the building for the replacement facility and the preparation of detailed plans and specifications for the facility. The final design, plans and specifications shall be consistent with the concept plan that is attached as Exhibit A and shall be approved in advance in writing by the City.
 - b. Procurement of the general contractor who will complete the Building Project. CFP shall procure the general contractor who will complete the Building Project. CFP shall utilize a competitive procurement process that is approved in advance by the City. The bidding/procurement requirements shall include the "City Project Requirements" that are attached as Exhibit B and shall include such construction warranties that are approved in advance by the City. All construction warranties shall run to the direct benefit of the City and shall be directly enforceable by the City. The general contractor selected for the Building Project shall be approved in advance by the City. The City shall have the right to require that all bids/proposals be rejected if the identity of the contractor or the amount of the contract is not acceptable to the City and this right shall be preserved in the bidding procurement specifications.
 - c. Execution of the contract with the approved contractor. CFP shall execute the contract with the approved contractor for the Building Project. The form of the construction contract shall be approved in advance in writing by the City. The form of the contract shall include the same requirements and warranties as set forth in paragraph 4 b. CFP shall not agree to any contract change orders without the advanced written approval of the City.
 - d. Obtain all permits and approvals as required for the Building Project. CFP shall obtain all permits and approvals as required for the Building Project. As the owner of the Replacement Site the City shall execute and cooperate with all applications required for permits and approvals.
 - e. Commencement and completion of construction of the Building Project. CFP shall diligently commence and diligently complete the Building Project.
5. The Road Project. Upon Brandywine's payment of the funds required by paragraph 8 below the City shall be responsible for completion of the Road Project pursuant to this Agreement and Brandywine shall be released of such obligation. Upon payment of the funds required by paragraph 8 the City shall proceed with the Road Project including the following items:
- a. Design of the road improvements including detailed plans and specifications. The City shall arrange for the design of the road improvements for the Replacement Site and the preparation of detailed plans and specifications relating to same. The final design, plans and specifications shall be consistent with the concept plan that is attached as Exhibit C.

b. Procurement of the general contractor who will complete the Road Project. The City will procure the general contractor who will complete the Road Project. The City shall utilize a competitive procurement process that complies with Local Public Contract Law N.J.S.A. 40A:11-1 et seq..

c. Execution of the contract with the approved contractor. The City shall enter into the construction contract with the approved general contractor. The form of the construction contract shall be determined by the City. The City shall have the right to enter into such change orders as deemed appropriate by the City.

d. Obtain all permits and approvals as required for the Road Project. The City shall obtain all permits and approvals as required for the Road Project

e. Commencement and Completion of Construction of the Road Project. The City shall diligently commence and diligently complete the Road Project.

6. Prior Description of Replacement Facility Obligations Superseded. The requirements set forth in Paragraphs 4 and 5 of this Agreement shall re-define, supersede and replace the Replacement Facility Obligations described in the Sub-Redevelopment Agreement (including Exhibit D to such agreement) which prior obligations shall no longer be in effect except as provided in paragraph 9 of this Agreement. In the event that this Agreement is not terminated pursuant to the provisions of paragraph 9, the Replacement Facility Obligations of Brandywine shall be limited to making the timely payments of the amounts required by paragraph 8.

7. Construction Management Fee. Brandywine shall pay CFP a construction management fee in the amount of five percent (5%) of the Building Payment set forth in Paragraph 8. No construction management fee shall be owed by any party for the Road Project. CFP will draw-down 75% of the Construction Management Fee upon the Funding Deadline required by Paragraph 9 and the remaining 25% upon Completion of the Building Project defined in Paragraph 19.

8. Funds to be Paid by Brandywine. Brandywine shall pay the following amounts to the specified parties on or before the Funding Deadline set forth in Paragraph 9:

a. The amount of _____ (\$_____) which represents the estimated cost to complete the Building Project as calculated by the estimated budget attached as Exhibit D (the "Building Payment.") The Building Payment is to be paid to CFP.

b. The amount of _____ (\$_____) which represents a cost overrun escrow amount (the "Escrow Payment.") The Escrow Payment is to be paid to CFP.

c. The amount of _____ (\$_____) which is 5% of the amount required by paragraph 8 a. (the "Management Fee Payment.") The Management Fee Payment is to be paid to CFP.

d. The amount of _____ (\$_____) which represents the estimated cost to complete the Road Project as calculated by the estimated budget attached as Exhibit E (the "Road Payment.") The Road Payment is to be paid to the Agency.

9. Funding Deadline. Brandywine shall make all of the payments required by paragraph 8 on or before the date that is sixty (60) days after the Effective Date (the "Funding Deadline.") In the event that Brandywine does not make all of the payments required by paragraph 8 on or before the Funding Deadline, each party shall have all remedies provided in law or equity due to Brandywine's default for failure to provide funding under the terms of this Agreement and the Replacement Facility Obligations as set forth in Section 33(b) of the Sub-Redevelopment Agreement shall be restored in full.
10. Use of the Building Payment. Upon receipt from Brandywine of the Building Payment CFP shall immediately deposit such funds in a separate interest bearing bank account controlled only by CFP. (the "Building Payment Account") The funds in the Building Payment Account shall not be commingled with any other funds and may only be used by CFP for costs and expenses related to the Building Project. The Building Payment Account shall not be used for the payment of any CFP management fees. Prior to withdrawing any funds from the Building Payment Account CFP shall provide the City of Camden Engineer with documentation on standard AIA Form A703G or on alternative forms acceptable to the City Engineer) that set forth a description of the work that has been completed and the amount of funds proposed to be released for such work. In addition, CFP shall document all requests for Soft Cost Distributions; such payments for but not limited to, professional fees, permits or other regulatory fees, insurance, payment and performance bonds, and inspection fees from the Building Payment. CFP shall only make such payments from the Building Payment Account as approved in writing by the City Engineer. The approval of payments by the City Engineer shall not be unreasonably withheld or delayed.
11. Use of the Escrow Payment. The Escrow Payment funds shall be held, in an interest bearing account, by a Third-Party Escrow Agent acceptable to the Parties. The funds in the Escrow Payment Account shall not be commingled with any other funds and may only be used by CFP for costs and expenses related to the Building Project. No funds in the Escrow Payment Account may be used until all of the funds in the Building Payment Account have been disbursed. Prior to withdrawing any funds from the Escrow Payment Account CFP shall provide the City of Camden Engineer with documentation that is consistent with procedure set forth for the distribution of Building Payments The Escrow Agent shall only make such distributions from the Escrow Payment Account as approved by the City Engineer. The approval of payments by the City Engineer shall not be unreasonably withheld or delayed.
12. Use of the Management Fee Payment. Upon receipt from Brandywine of the Management Fee Payment CFP shall immediately deposit such funds in a separate interest bearing bank account controlled only by CFP. (the "Management Fee Payment Account") The funds in the Management Fee Payment Account shall not be commingled with any other funds and may only be used by CFP for the payment of its management fees as set forth in paragraph 7.
13. Use of the Road Payment. Upon receipt from Brandywine of the Road Payment

the Agency shall immediately deposit such funds in a separate interest bearing bank account controlled only by the Agency (the "Road Payment Account"). The funds in the Road Payment Account shall not be commingled with any other funds and may only be used by the Agency for costs and expenses related to the Road Project. The Road Payment Account shall not be used for the payment of any CFP management fees. The CRA shall pay to the City such amounts from the Road Payment Account as requested from time to time by the City Engineer to cover the costs and expenses of the Road Project.

14. Cost Over-Run for the Building Project. In the event that the actual final cost of the Building Project exceeds the Building Payment, the Escrow Payment, plus all accrued interest in the related accounts combined, any remaining Building Project costs and expenses shall be the responsibility of CFP.

15. Excess Funds for the Building Project. In the event that the actual final cost of the Building Project is less than the Building Payment then any remaining amounts in the Building Payment account plus all accrued interest shall be released to the City and all remaining amounts in the Escrow Payment Account plus all accrued interest shall be released to Brandywine

16. Cost Over-Run for the Road Project. In the event that the actual final cost of the Road Project exceeds the Road Payment plus all accrued interest in the related account combined, any remaining project costs and expenses shall be the responsibility of the City.

17. Excess Funds for the Road Project. In the event that the actual final cost of the Road Project is less than the Road Payment plus all accrued interest in the related account combined, any remaining amount in such account shall be released to the City.

18. Deadline to Complete the Building Project. CFP shall complete the Building Project within twenty four (24) months of the Effective Date.

19. Completion of the Building Project. The Building Project shall be deemed completed upon (a) the issuance of a permanent certificate of occupancy for the facility by the City of Camden and (b) the facility is delivered to the City in a "turn key" condition suitable for use by the City for immediate operations as determined by the City. Upon the completion of the facility the City of Camden shall be responsible for all costs and expenses of operating the facility.

KRIS ASKED FOR A "FORCED DELAY" CLAUSE – that in the event of the occurrence of any forced delay the time for completion of the project may be extended.

20. Default Remedies. In the event of a default under any provision of this Agreement, in addition to all other rights and remedies provided at law and equity, a non-defaulting Party shall have the right of specific performance against the defaulting Party.

21. Notices. All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing, and shall be deemed effective when: (a) sent by nationally recognized overnight courier; (b) email with original following by regular mail or overnight courier; or (c) deposited in the United States mail and sent by certified mail, postage prepaid, addressed as follows:

If to Agency:
City of Camden Redevelopment Agency
City Hall
520 Market Street, Suite 1300
Camden, NJ 08101
Attn: Olivette Simpson, Interim Executive Director
Email: olsimpso@ci.camden.nj.us

With a copy to:

Brown & Connery LLP

Attn: Mark P. Asselta, Esquire
Email: _____

If to Brandywine:
Brandywine Operating Partnership L.P.
FMC Tower at Cira Centre South
2929 Walnut Street, Suite 1700
Philadelphia, PA 19104
Attn: Chief Legal Officer
With an email copy to: Legal.Notices@bdnreit.com

If to Coopers Ferry:

Attn: _____
Email: _____

With a copy to:

Attn: _____

Email: _____

If to the City of Camden:
City of Camden Municipal Clerk
City Hall
520 Market Street, City Hall, Room 105
P.O. Box 95120
Camden, NJ 08101-5120
Attn: _____
Email: _____

With a copy to:
The City Attorney
City Hall,
520 Market Street, Suite 419
P.O. Box 95120 Camden, NJ 08101-5120
Attn: Michelle Banks-Spearman
Email: mispearm@ci.camden.nj.us

or to such other address or addresses and to the attention of such other person or persons as any of the Parties may notify the other in accordance with the provisions of this Agreement.

22. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret this Agreement, in addition to the relief to which such Party is entitled, the Party prevailing in such action shall be awarded and the unsuccessful Party shall pay reasonable attorneys' fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Agreement, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

23. Modification and Termination Generally. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of the Parties hereto.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

25. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to its principles of conflicts of laws. In the event of a breach of this Agreement by either party or any dispute arising between the parties of this Agreement respecting the terms and provisions set forth herein, then any of the parties may apply to the Superior Court of New Jersey for an appropriate proceeding to resolve and settle the dispute.

26. Third Party Beneficiaries. The provisions of this Agreement are intended only to govern the obligations of the Parties hereto, and this Agreement shall not be enforceable against any Party hereto by any other Person. For purposes of this Agreement, “Person” means any individual, partnership, firm, corporation, limited liability company, trust, or any other form of business or governmental entity.

27. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the Parties to this Agreement and their respective permitted successors and assigns.

28. Gender; Captions. Words of any gender used in this Agreement shall be held to include any other gender, and words of the singular number shall be held to include the plural (and vice-versa), when the sense requires. The captions to each Section are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect it.

29. Drafting. Each Party hereto acknowledges that each Party hereto and its respective counsel reviewed and revised this Agreement, and each Party hereto agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.

30. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

31. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter thereof, and supersedes all prior agreements, written and oral.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement on the day and year first written above.

THE CITY OF CAMDEN REDEVELOPMENT
AGENCY

By: _____
Name: Olivette Simpson
Title: Interim Executive Director

BRANDYWINE OPERATING PARTNERSHIP
L.P.

By: _____
Name:
Title:

COOPER'S FERRY PARTNERSHIP

By: _____
Name:
Title:

THE CITY OF CAMDEN

By: _____
Name:
Title:

Approved by Resolution _____.
Reviewed and approved as to form

By: _____
Michelle Banks-Spearman
City Attorney

R-4

MBS
11-02-18

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO GRANT
COOPER'S FERRY PARTNERSHIP A LICENSE TO ENTER 449 KAIGHN AVENUE
FOR THE CONSTRUCTION OF THE FLEET GARAGE**

WHEREAS, the City of Camden ("City") desires to enter into a license agreement with Cooper's Ferry Partnership ("CFP") to allow CFP to enter 449 Kaighn Ave to construct the Fleet Garage; and

WHEREAS, pursuant to the sub-redevelopment agreement between the Camden Redevelopment Agency and Brandywine Operating Partners, L.P. ("Brandywine"), dated December 3, 2015, Brandywine is obligated to develop and construct a permanent replacement facility for the Fleet Garage for the City of Camden; and

WHEREAS, Cooper's Ferry has agreed to perform certain obligations for Brandywine in connection with the construction of the replacement Fleet Garage facility subject to a tri-party agreement between CFP, Brandywine and the Camden Redevelopment Agency; and

WHEREAS, the replacement garage will be located at 449 Kaighn Avenue, Block 327, Lot 37 in the City of Camden; and

WHEREAS, Cooper's Ferry Partnership desires access to the City property for the construction of the Fleet Garage and access to Sycamore Street and French Court to make necessary road improvements; and

WHEREAS, Cooper's Ferry Partnership is responsible for any and all expenses regarding the designing and implementing the rehabilitation of the property; now therefore

BE IT RESOLVED by the City Council of the City of Camden that, for all the reasons and on the conditions set forth above and in the Agreement, the proper officers of the City be, and hereby are, authorized to enter into a license agreement with Cooper's Ferry Partnership for the construction of Fleet Garage located at 449 Kaighn Avenue.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: November 2, 2018

The above has been reviewed
and approved as to form.


MICHELLE BANKS SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Special Council Meeting: November 2, 2018

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF CAMDEN AND COOPER'S FERRY PARTNERSHIP RESPECTING THE FLEET GARAGE


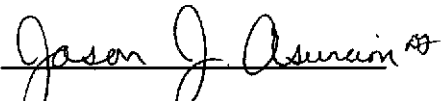
BRIEF DESCRIPTION OF ACTION:

This action is necessary in connection with the development of the Subaru Training Facility, the Camden Redevelopment Agency ("CRA") and Brandywine Operating Partnership, LP ("Brandywine") entered into a Sub-Redevelopment Agreement dated _____ 2015 ("Sub-Redevelopment Agreement"). Pursuant to the Sub-Redevelopment Agreement, Brandywine was obligated to develop and construct a permanent replacement facility for the Fleet Garage for the City of Camden ("the Replacement Facility Obligations"). Coopers Ferry has agreed to perform certain of the Replacement Facility Obligations ("the Coopers Ferry Obligations") for Brandywine and the Agency subject to the terms and conditions of a certain Agreement to be executed between Brandywine, CRA, Coopers Ferry and the City of Camden ("Agreement"). The replacement Fleet Garage will be built at 449 Kaighn Ave. on land owned by the City of Camden. This resolution authorizes the City to grant Coopers Ferry and its contractors, employees and agents a license to enter the City's property at 449 Kaighn Ave. to construct the Fleet Garage.

BIDDING PROCESS: RFP #

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)
For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	<u>10/30/18</u>	<u></u>
Approved by Grants Management:	_____	_____
		<small>(If applicable)</small>
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>10-30-18</u>	<u></u>

	(Name) Please Print	(Extension #)
Prepared By:	<u>Dionne Giles</u>	<u>X7185</u>

Please note that the Contact Person is the point person for providing pertinent information regarding request.
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
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Professional Service or EUS Type	License agreement for the construction of 449 Kaighn Ave
Name of Vendor	Cooper's Ferry
Purpose or Need for service:	Pursuant to the sub-redevelopment agreement between the Camden Redevelopment Agency and Brandywine Operating Partners, L.P. ("Brandywine"), dated December 3, 2015, Brandywine is obligated to develop and construct a permanent replacement facility for the Fleet Garage for the City of Camden. Cooper's Ferry has agreed to perform certain obligations for Brandywine in connection with the construction of the replacement Fleet Garage facility subject to a tri-party agreement between CFP, Brandywine and the Camden Redevelopment Agency.
Contract Award Amount	n/a
Term of Contract	n/a
Temporary or Seasonal	Temporary
Grant Funded (attach appropriate documentation allowing for service through grant funds)	n/a
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	n/a
Were other proposals received? If so, please attach the names and amounts for each proposal received?	n/a

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____

Date _____

Business Administrator/Manager Signature

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.
_____ Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

_____ Date _____
Certifying Officer

For LGS use only:

Approved Denied

_____ Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

LICENSE AGREEMENT
449 KAIGHN AVENUE FLEET GARAGE

THIS LICENSE AGREEMENT (hereinafter the "Agreement") made this ____ day of _____, 2018, by and between the City of Camden, New Jersey, (the "City"), 520 Market Street Camden, N.J.08102, Cooper's Ferry Partnership, having its mailing address at One Port Center, Suite 501, Two Riverside Drive, Camden, New Jersey 08103, ("CFP").

WHEREAS, in connection with the development of the Subaru Training Facility, the Camden Redevelopment Agency ("CRA") and Brandywine Operating Partners, L.P. ("Brandywine") entered into a sub-redevelopment agreement dated December 3, 2015 ("Sub-Redevelopment Agreement").

WHEREAS, pursuant to the sub-redevelopment agreement, Brandywine is obligated to develop and construct a permanent replacement facility for the Fleet Garage for the City of Camden; and

WHEREAS, Cooper's Ferry has agreed to perform certain obligations for Brandywine in connection with the construction of the replacement Fleet Garage facility subject to a tri-party agreement between CFP, Brandywine and the CRA; and

WHEREAS, the replacement garage will be located at 449 Kaighn Avenue, Block 327, Lot 37 in the City of Camden; and

WHEREAS, Cooper's Ferry Partnership desires access to the City property for the construction of the Fleet Garage and access to Sycamore Street and French Court to make necessary road improvements; and

WHEREAS, Cooper's Ferry Partnership is responsible for any and all expenses regarding the designing and implementing the rehabilitation of the property; now therefore

WHEREAS, the City of Camden is a valid municipal corporation of the State of New Jersey permitted to enter License Agreements. The within License Agreement was approved by Resolution R-___ on _____, 2018 by the Governing Body of the City of Camden.

WHEREAS, the parties agree to enter into the Agreement, whereby CFP will be permitted to enter the property (Block 327, Lot 37) owned by the City as well as access to Sycamore Street and French Court to make necessary road improvements (See "Exhibit A") for the construction of the Fleet Garage.

NOW, THEREFORE, be it AGREED as follows:

(1) The City of Camden grants CFP the power to enter onto the land, Block 327, Lot 37 and Sycamore Street and French Court (hereinafter the "Project Area"), for the purpose of construction of the Fleet Garage.

(2) The City shall be responsible for ensuring that CFP, their contractors, employees and agents have proper access to the project area within the City rights-of-way.

(3) The improvements being undertaken by the CFP shall be subject to the review and inspection of the City Engineer of the City of Camden, but shall not require approval from the City Planning Board.

(4) CFP shall indemnify and hold harmless the City with respect to any and all liability during the construction of the Project Area improvements until such a time as the improvements are accepted by the City. CFP shall name the City as additionally insured under their insurance policy for no less than \$10 million dollars.

(5) All the improvements to the Project Area, will remain the property of the City of Camden.

(6) The term of this License Agreement shall be for the duration of the construction of the Fleet Garage and shall automatically terminate upon completion of the Project.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Attest:

CITY OF CAMDEN

LUIS PASTORIZA
Municipal Clerk

By:

FRANCISCO MORAN
Mayor

Approved as to form:

MICHELLE BANKS-SPEARMAN
City Attorney

Witness/Attest:

COOPER'S FERRY PARTNERSHIP

By:

R-5

MBS:dh
11-02-18

RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, RUTGERS UNIVERSITY, CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY AND COOPER'S FERRY PARTNERSHIP

WHEREAS, the Camden County Improvement Authority is the owner of Block 80, Lot 1.01 which is the site of the stadium ("Stadium Site") known as Campbell's Field (the "Stadium") which is the home field of the Rutgers-Camden baseball; and

WHEREAS, the Stadium is no longer occupied by the professional baseball league team and is underutilized and the cost to maintain the Stadium is cost prohibitive and suffers from insufficient storm water runoff and drainage capacity resulting in reoccurring flooding due to impervious surfaces; and

WHEREAS, in a cooperative effort to reduce storm water runoff and to find a better us for the Stadium site, the City, Camden County Municipal Utilities Authority ("CCMUA"), the Camden County Improvement Authority ("CCIA") and Cooper's Ferry Partnership have designed a \$15 million project to demolish the Stadium, build a new athletic field complex consisting of new playing fields and related site improvement and amenities to serve both the City and Rutgers-Camden; and

WHEREAS, Rutgers will contribute \$7.5 million towards the project and the City will contribute \$7.5 million and anticipates that the CCMUA and CCIA will borrow the City's share of the cost using low interest infrastructure bonds and other available financing; and


WHEREAS, the City will take title to the Stadium Site and guaranty the payment of the bonds issued by the CCMUA and CCIA; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden hereby authorizes the Mayor to execute the Project Development Agreement between the CCIA, Rutgers University, CCMUA and Cooper's Ferry Partnership for the design of a new athletic field complex consisting of new playing fields and related site improvement and amenities to serve both the City and Rutgers-Camden substantially in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: November 2, 2018

The above has been reviewed and approved as to form.


MICHÈLLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Special Council Meeting: November 2, 2018
--

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney


Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, RUTGERS UNIVERSITY, CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY AND COOPER'S FERRY PARTNERSHIP

BRIEF DESCRIPTION OF ACTION: Camden County Improvement Authority is the owner of Block 80, Lot 1.01 which is the site of the stadium ("Stadium Site") known as Campbell's Field (the "Stadium"). The Stadium is the home field for the Rutgers-Camden baseball. The Stadium is no longer occupied by a professional baseball league team. The Stadium is underutilized and the cost to maintain the Stadium is cost prohibitive. The Stadium Site suffers from insufficient storm water runoff and drainage capacity resulting in reoccurring flooding due to impervious surfaces. In a cooperative effort to reduce storm water runoff and to find a better use for the Stadium Site, the City, Camden County Municipal Improvement Authority, the Camden County Improvement Authority and Coopers Ferry Partnership have designed a \$15 million project to demolish the Stadium, build a new athletic field complex consisting of new playing fields and related site improvements and amenities to serve both the City and Rutgers-Camden. Rutgers will contribute \$7.5 million towards the project and the City will contribute \$7.5 million. It is anticipated that the CCMUA and CCIA will borrow the City's share of the cost using low interest infrastructure bonds and other available financing.

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by City Attorney:	<u>10/31/18</u>	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Business Administrator:	_____	_____

(Name) Please Print	(Extension #)
Prepared By: <u>Dionne Giles</u>	<u>X7185</u>
Contact Person: _____	_____

Please note that the Contact Person is the point person for providing pertinent information regarding request.
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
--------------	----------------

Professional Service or EUS Type	Project Development Agreement
Name of Vendor	Camden County Improvement Authority, Rutgers University, Camden County Municipal Utilities Authority And Cooper's Ferry Partnership
Purpose or Need for service:	Camden County Improvement Authority is the owner of Block 80, Lot 1.01 which is the site of the stadium known as Campbell's Field. The Stadium is the home field for the Rutgers-Camden baseball. The Stadium is no longer occupied. The Stadium is underutilized and the cost to maintain the Stadium is cost prohibitive. The Stadium Site suffers from insufficient storm water runoff and drainage capacity resulting in reoccurring flooding due to impervious surfaces.
Contract Award Amount	
Term of Contract	
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date_____

Business Administrator/Manager Signature

Date_____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.
_____ Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

_____ Date _____
Certifying Officer

For LGS use only:

Approved Denied

_____ Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____