

RESOLUTION NO. 2023- 474

RESOLUTION APPROVING FORGIVABLE LOAN(S)
FROM FIRST GENERATION ENTERPRISE ZONE FUNDS
FOR PROJECT BEAUTIFY.

WHEREAS, the State has approved the use of \$1,500,000.00 in first generation Urban Enterprise Zone funds for a program known as Project Beautify;

WHEREAS, the purpose of Project Beautify is to improve the appearance of commercial properties located in the Vineland UEZ, as part of an overall strategy to attract customers and new businesses as well as to support existing businesses;

WHEREAS, the Program is available to UEZ certified businesses with no more than \$1.5 million in sales and no more than 10 full-time employees, that are in tax compliance, and small non-profit corporations with no more than ten (10) full-time employees;

WHEREAS, funding will be provided as a forgivable loan over a period of 5 years, with 20% being forgiven at the end of each year;

WHEREAS, the maximum amount of funding allowed for a property is \$50,000 with a 10% match from the property owner, and payment of prevailing wages where applicable;

WHEREAS, it is anticipated that the demand for funding will be greater than the amount available so funded improvements will be those that have the greatest impact on aesthetics, the Program will end once funding is depleted.

WHEREAS, funding is restricted to exterior improvements, including building façade, awnings, lighting, signage, landscaping, parking, trash enclosures, and other related exterior improvements approved by the Project Review Committee

WHEREAS, if any improvements trigger a site plan approval, funding will not be given until such approval is obtained.

WHEREAS, the State has funded Project Beautify by depositing \$1,500,000.00 with the City of Vineland, the custodian of the City's First Generation UEZ funds, to be exclusively used for Project Beautify;

WHEREAS, the Project(s) identified on the contract(s)/quote(s) attached to this Resolution as modified by the e-mails attached, have been approved by the Project Review Committee;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that forgivable loans upon the terms and conditions set forth in the preamble of this Resolution are approved for the projects identified on the attached contract(s)/quote(s) as modified;

BE IT FUTHER RESOLVED that the Department of Finance is authorized to issue checks, from the funds earmarked for Project Beautify, to fund ninety (90%) percent (the eligible amount) of the Project(s) identified on the attached contract(s)/quote(s) as modified;

BE IT FURTHER RESOLVED that fifty (50%) percent of the eligible amount be paid to each approved business, upon the execution of a forgivable mortgage and note, and the remaining fifty (50%) percent upon the completion of the Project, provided that the UEZ certified business remains in compliance with all of the terms and conditions of the Program and the project approval.

Adopted:

President of Council

ATTEST:

City Clerk



WG Property Solution Services LLC.

2230 Route 70 West STE2

Cherry Hill NJ 08002

770-616-1535

vw.psws@gmail.com

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") is made as of August 18, 2023 by and between Marian Jackson (Cut-N-Up Hair Salon 432 W Chestnut Ave Vineland NJ 08360, and WG PROPERTY SOLUTIONS SERVICES LLC. 2230 Route 70 West STE 2 Cherry Hill NJ 08002.

WG PROPERTY SOLUTIONS SERVICES LLC desires to provide Construction services to Marion Jackson and he desires to obtain such services from WG PROPERTY SOLUTIONS SERVICES LLC.

THEREFORE, considering the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on Sept 20, 2023, WG PROPERTY SOLUTIONS SERVICES LLC will repair 432 W Chestnut Ave Vineland NJ 08360 according to the following scope of work for the sum of \$56,130.

2. SCOPE OF WORK. WG PROPERTY SOLUTIONS SERVICES LLC will provide all services, materials, and labor for the construction of the project described in the following paragraph located at 432 W Chestnut Ave Vineland NJ 08360, hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for the completion of construction.

- | | |
|---|----------|
| 1. Demo 15 Vinyl replacement windows and install new vinyl replacement windows, caulk and trim with new casing and window ledges. | \$15,000 |
| 2. Power wash Shop and addition. | \$ 1,920 |
| 3. Power wash sidewalk, parking lot, shed | Included |
| 4. Paint exterior trim, Window trim soffit, columns | \$ 3,680 |
| 5. Remove/Replace custom front door | \$ 2,400 |

13. FREE ACCESS TO WORKSITE. Marian Jackson will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. WG PROPERTY SOLUTIONS SERVICES LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. WG PROPERTY SOLUTIONS SERVICES LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

14. UTILITIES. Marian Jackson shall provide and maintain water and electrical service, PROPERTY SOLUTIONS SERVICES LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

15. INSPECTION. Marian Jackson shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue.

16. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

17. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of Georgia, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 0 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 0 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

18. FORCE MAJEURE. If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

20. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by each party.

22. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the laws of the State of New Jersey, without regard to any choice of law provisions of New Jersey or any other jurisdiction.

23. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the

address set forth in the opening paragraph or to such other address as one party may have furnished to the other in w

24. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

25. SIGNATORIES. This Agreement shall be signed on behalf of _____ by Marian Jackson, Owner and on behalf of WG PROPERTY SOLUTIONS SERVICES LLC by VINCENT WILLINGHAM, Owner and shall be effective as of the date first written above.

Owner:
Cut-N-Up Hair Salon
Marian Jackson

Owner
PWG Property Solution
Vincent Willingham

Melnick Aaron

From: Melnick Aaron
Sent: Wednesday, September 20, 2023 11:25 AM
To: 'Lashawn Buckmon'
Subject: RE: Marian Jackson

Hello,

I have reviewed the 2 bids you sent.

- * The only windows that have been accepted to be replaced would be windows on the front of the building. **4 total windows.** \$890.00 each tot. \$3,560.00
- * The power washing of the shop and addition has been granted. \$1,920.00
- * Power wash sidewalk, parking lot, and shed. Included above.
- * Paint exterior trim, window trim soffit and columns. \$3,680.00
- * Remove and replace front door with new door. \$2,400.00
- * Remove and replace all damaged deck boards on front steps. \$3,440.00
- * Paint deck. \$2,300.00
- * Install stair railing and risers according to code. \$1,600.00
- * Install handrails on front and rear steps. \$1,700.00
- * Repair all cracks on concrete walkway. \$1,500.00
- * Stripe parking lot according to code. \$1,800.00
- * Site clean up. \$1,610.00
- * Dumpster. \$2,000.00
- * Install top coat to parking lot. << Must be done before line striping. \$3,500.00
- * Cut 2 large trees and landscape front and sides. \$5,500.00 This must be don't to improve the visual look of the property from the chestnut road vision line. Mulch included around shrubs etc.

Tot. Granted \$36,510.00

Property owner has been made aware that contractors are working at prevailing wages and are responsible to prevailing wage laws. All work was bid on by a minimum of 2 contractors.

If you agree on the information provided above , please email me back with your wishes to move forward.

Aaron T. Melnick
City of Vineland
Community Development Office
Phone: 856-794-4000 ext. 4631
Fax: 856-405-4612
Email: amelnick@vinelandcity.org

McCORMICK ASPHALT LLC.

PO Box 2401, Vineland, NJ 08362-2401

Phone: 856-466-3322 • Email: McCormickAsphaltLLC@comcast.net

Free Estimates • Licensed & Insured



- PAVING • GRADING •
- PATCHING • SEAL COATING •
- HOT CRACK FILLING •
- DRIVEWAY STONE •
- LINE PAINTING •

Customer Name: DNS Solutions
 Address: 2898 S. Main Rd.
 City, State, Zip: Vineland, NJ 08361
 Phone: Nick Surace - 457-5357
Nick @ DNSolutionsNJ.com

Estimator: <u>Sean</u>	Date: <u>9/15/23</u>
Job Location: <u>2898 S Main Rd</u> <u>Vineland NJ 08361</u>	
Date to be completed: _____	Approx. Time: _____
WEATHER PERMITTING	
<i>*Estimate good for one year from this date.</i>	

WE HEREBY PROPOSE TO FURNISH ALL MATERIAL AND LABOR NECESSARY TO COMPLETE THE WORK SPECIFIED BELOW:

CUTTING OUT

Cut out weed growth and/or loose base material.

Remove concrete in front of dwelling

DISPOSAL

Debris from prep work to be graded out on site.

To be removed from property to a dump site.

GRADING

Grade with motor grader to proper grade; skid loader may be used on small areas not available to grader.

GRAVEL/STONE

Laying 4 inches of DGA and compacted with 2-5 ton roller.

HERBICIDE

Apply herbicide for prevention of weed growth.

ASPHALT

Pave with NJ state approved asphalt, averaging approximately 2 inches thick.

Compacted with 2-5 ton roller.

Repave after concrete is removed & replace 1,400 s.f.

Notes: on asphalt on left side.

Sub-Total: \$ 39,000.00

Tax: \$ 0

Total: \$ 39,000.00

Payment to be made as follows: \$ 19,500 - at beginning of project and \$ 19,500 - at completion of project.

~ **GUARANTEE** ~

McCormick Asphalt LLC guarantees paving against cracking, settling and defective materials for a period of one (1) year. McCormick Asphalt LLC cannot be responsible for weed growth, tire marks, damage from sharp objects or oil spills. Guarantee does not apply to gravel driveways. Any bad, broken areas will be patched free of charge for one year. Areas patched only. Driveways will not be torn out or resurfaced.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices. All thicknesses to be interpreted as average. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

~ **ACCEPTANCE** ~

The prices, specifications and conditions outlined above are satisfactory and are hereby accepted. McCormick Asphalt LLC is hereby authorized to do the work specified. Payment will be made according to above terms.

Signature _____ Date _____

ALL CHECKS MADE PAYABLE TO McCORMICK ASPHALT LLC • MOST MAJOR CREDIT CARDS ACCEPTED

① McCormick

Timeliness

no more kids



Thu 9/28/2023 12:56 PM

Nick Surace <nick@dnssolutionsnj.com>

Re: Project Beautify

To: Melnick, Aaron

You replied to this message on 9/28/2023 12:56 PM.

I accept an agree to terms listed on the proposal and this email

Nick Surace
President / CEO
DNS Solutions LLC

On Sep 28, 2023, at 12:45 PM, Melnick, Aaron <amelnick@vinelandcity.org> wrote:

Mr. Surace,

Thank you for taking the time to speak to me and for taking part in Project Beautify, The City of Vineland's UEZ Exterior Improvement Program. Your application has been approved for the exterior work you listed. You have been approved for Parking Lot Repair. Each Business Owner was asked to provide at least 2 quotes from contractors who are able to perform the work requested in a professional manner, to code, and to perform the work paying prevailing wages. In the event a contractor submits a bid/proposal that does not provide detail of work being done or can not start the work in a timely manner, another contractor may be chosen to perform the work. Once the bids are submitted and you agree to terms, it could take 3-4 weeks to have a check cut to your business. The initial check will be 50% of the contract and when the work is finished and inspected by our office, the remaining balance will be paid less 10%. Each applicant will have a resolution number once it goes through council and finance will then get the checks cut. This is the 3-4 week delay. Also including contracts.

Approved bid

McCormick Asphalt - \$39,000.00 Proposal included a detailed explanation of all work to be performed. This included guarantee terms and payment. Contractor is also able to start the work in a timely manner. Each Contractor was interviewed by you as the business owner and McCormick Asphalt was found to be performing work at a detail that would be superior to any other bidding contractors, based on the detailed scope of work proposed.

Please reply with acceptance of all terms listed in this email.

TY,

Aaron T. Melnick
City of Vineland
Community Development Office
Phone: 856-794-4000 ext. 4631
Fax: 856-405-4612
Email: amelnick@vinelandcity.org