

**REGULAR MEETING MINUTES
CITY COMMISSION – MARGATE CITY**

OCTOBER 17, 2019

MARGATE CITY, NEW JERSEY

THE ATLANTIC CITY PRESS AND THE STAR LEDGER WERE NOTIFIED OF THIS MEETING AND A COPY OF THE SAME WAS POSTED ON THE BULLETIN BOARD AND THE MUNICIPAL WEBSITE.

The Regular Meeting of the Board of Commissioners was held on the above date at 4:40 p.m. at the Margate City Hall, 1 South Washington Avenue, Margate, NJ 08402. The meeting began with a flag salute and roll call: Mayor Michael Becker, Commissioner John Amodeo and Commissioner Maury Blumberg were present. Roger McLarnon, Johanna Casey, Rich Deaney, and Scott Abbott were also present. The minutes from the last meeting: October 3, 2019 Capital, Workshop and Regular Meetings were approved as read on motion by Commissioner Amodeo, seconded by Commissioner Blumberg with a vote three ayes.

Public Comment:

John Sewell, 22 West Drive: Speaks on student test results and school taxes.

Brian Teasdale, 305 Harding Ave.: Speaks on flooding by his home.

Mayor Becker: Will look into this.

Angelo Sica, 300A N. Wilson Ave.: Speaks on flooding by his home.

John Lombardi, 215 N. Harding Ave.: Speaks on flooding by his home.

Art Cantilli, 114 N. Lancaster Ave.: Speaks on what is happening at the state level with school systems, the cost of buying home in Margate not being affordable for families, and the need for a plan to deal with the yearly drop in the number of students.

Seeing that there were no additional comments, a motion to close Public Comments was put forth by Commissioner Amodeo, seconded by Commissioner Blumberg, with a vote of three ayes.

Public Comment on Resolutions:

Seeing that there were no additional comments, a motion to close Public Comments on Resolutions was put forth by Commissioner Blumberg, seconded by Commissioner Amodeo, with a vote of three ayes.

ORDINANCES: Introduction

A motion to introduce Ordinance #09-2019 was put forth by Mayor Becker, seconded by Commissioner Blumberg, with a vote of three ayes.

ORDINANCE #09 -2019

**AN ORDINANCE FIXING THE SALARIES & WAGES
AND
COMPENSATION OF CERTAIN OFFICERS & EMPLOYEES
OF THE CITY OF MARGATE CITY, ATLANTIC COUNTY, NEW JERSEY**

THE BOARD OF COMMISSIONERS of the City of Margate City, Atlantic County, New Jersey does ordain

SECTION 1: THAT effective January 1, 2019 the base salaries, wages, and compensation to be paid to the following officers and employees of the City of Margate City, New Jersey shall be paid bi-weekly and as follows:

PER ANNUM - SALARY RANGE		
PUBLIC SAFETY		
BEACH PATROL		
LIFEGUARD CHIEF	25,000 -	35,000
LIFEGUARD CAPTAIN	0 -	20,000
CITY CLERK'S OFFICE		
CITY CLERK	65,000 -	97,000
REGISTRAR OF VITAL STATISTICS	0 -	5,500
DEPUTY REGISTRAR OF VITAL STATISTICS	0 -	2,500
CONSTRUCTION OFFICE		
BUILDING INSPECTOR	15,000 -	70,000
CONSTRUCTION OFFICIAL	85,000 -	125,000
ELECTRICAL INSPECTOR	15,000 -	70,000
ELECTRICAL SUB CODE OFFICIAL	15,000 -	85,000
FIRE PROTECTION SUB CODE OFFICIAL	8,000	24,000
HOUSING INSPECTOR	15,000 -	70,000
PLUMBING INSPECTOR	15,000	70,000
PLUMBING SUB CODE OFFICIAL	15,000 -	85,000
EMERGENCY MANAGEMENT		
MUNICIPAL EMERGENCY MGMT COORDINATOR	2,500 -	7,500
FIRE DEPARTMENT		
DEPUTY FIRE CHIEF	100,000 -	135,000
EMERGENCY MEDICAL TECHNICIAN	35,000 -	70,000
FIRE CAPTAIN	90,000 -	120,000
FIRE CHIEF	115,000 -	155,000
FIRE LIEUTENANT	90,000 -	115,000
FIREFIGHTER	40,000 -	101,000
SAFETY COORDINATOR	6,000 -	16,000
SUPERVISING FIRE PREVENTION SPECIALIST	5,000 -	10,000
MUNICIPAL COURT		
DEPUTY MUNICIPAL COURT ADMINISTRATOR	40,000 -	80,000
MUNICIPAL COURT ADMINISTRATOR	65,000 -	99,000
MUNICIPAL MAGISTRATE	18,000 -	30,000
PROSECUTOR	12,000 -	31,000
PLANNING & ZONING		
PLANNING /ZONING BOARD ADMIN	7,500 -	10,000
ZONING OFFICER	55,000 -	121,000
PER ANNUM - SALARY RANGE		
POLICE DEPARTMENT		
CODE ENFORCEMENT OFFICER	15,000 -	70,000
POLICE CAPTAIN	100,000 -	136,000
POLICE CHIEF	110,000 -	156,268
POLICE LIEUTENANT	75,000 -	126,000
POLICE OFFICER	35,000 -	167,000
POLICE SERGEANT	70,000 -	116,000
SENIOR PUBLIC SAFETY TELECOMMUNICATOR	70,000 -	85,000
SUPERVISING TELECOMMUNICATOR	65,000 -	85,000
TELECOMMUNICATOR	33,000 -	75,000
REVENUE AND FINANCE / ADMINISTRATIVE / CLERICAL		
CHIEF FINANCIAL OFFICER	85,000 -	125,000
ACCOUNTANT	35,000 -	75,000
DEPUTY TAX ASSESSOR	40,000 -	85,000

TAX ASSESSOR	65,000	-	95,000
ASSISTANT TAX COLLECTOR	35,000	-	75,000
TAX COLLECTOR	65,000	-	105,000
KEYBOARDING CLERK 1/ CLERK TYPIST 1	35,000	-	80,000
KEYBOARDING CLERK 2/ CLERK TYPIST 2	40,000	-	82,000
CLERK 1	35,000	-	80,000
CLERK 2	40,000	-	82,000
CLERK 3	45,000	-	87,000
ADMINISTRATIVE CLERK	45,000	-	90,000
PURCHASING AGENT	7,500	-	10,000
PENSION ADMINISTRATOR	0	-	5,000
SYSTEMS ANALYST	85,000	-	155,000

PUBLIC WORKS/WATER & SEWER

APPRENTICE ELECTRICIAN	40,000	-	71,000
BUILDING SERVICE WORKER	35,000	-	60,000
CARPENTER/P.W. REPAIRER	65,000	-	90,000
ELECTRICIAN	65,000	-	90,000
GENERAL SUPERVISOR, PUBLIC WORKS	45,000	-	90,000
LABORER 1	35,000	-	70,000
LABORER 2	45,000	-	85,000
LABORER 3	55,000	-	90,000
MECHANIC	65,000	-	90,000
MECHANIC HELPER	45,000	-	75,000
OFFICE SUPERVISOR	45,000	-	87,000
PUBLIC WORKS SUPERINTENDENT	110,000	-	155,000
PUBLIC WORKS REPAIRER	60,000	-	85,000
PUMPING STATION OPERATOR	40,000	-	90,000
SENIOR PUBLIC WORKS REPAIRER	65,000	-	90,000
SR PUMPING STATION OPERATOR	75,000	-	128,000
SUPERVISOR, PUBLIC WORKS	65,000	-	85,000
ASST.PUBLIC WORKS SUPERINTENDENT/PUMP STATION OPERATOR	85,000	-	125,000

RECREATION

PER ANNUM	SALARY RANGE
ASSISTANT RECREATION DIRECTOR	65,000 - 90,000
ASSISTANT DIRECTOR OF PARKS AND RECREATION	65,000 - 90,000
CONFIDENTIAL AIDE TO THE MAYOR	0 - 65,000
DIRECTOR OF PARKS AND RECREATION	70,000 - 100,000
RECREATION AIDE	35,000 - 65,000
RECREATION DIRECTOR	65,000 - 95,000
RECREATION LEADER	40,000 - 90,000
RECREATION PROGRAM COORDINATOR	40,000 - 90,000
RECREATION ATTENDANT	40,000 - 90,000
RECREATION SUPERVISOR	45,000 - 90,000

CITY COMMISSION

COMMISSIONER – PUBLIC SAFETY	0 - 27,000
COMMISSIONER – PUBLIC WORKS	0 - 27,000
COMMISSIONER – REVENUE/FINANCE	0 - 27,000

PER HOUR

ACTING / TEMPORARY ADMINISTRATOR	0 - 25.00
ACTING/TEMPORARY CLERK	8.50 - 25.00
BEACH INSPECTOR	8.50 - 15.00
BEACH INSPECTOR SUPERVISOR	8.50 - 25.00
BUILDING MAINTENANCE WORKER (part time)	8.50 - 22.00
CODE ENFORCEMENT OFFICER	8.50 - 25.00

HOUSING INSPECTOR (part time)	8.50	-	25.00
KEYBOARDING CLERK 1 (part time)	8.50	-	22.00
LABORER 1 (part time)	8.50	-	22.00
OFFICE SUPERVISOR	8.50	-	45.00
MANAGEMENT SPECIALIST	8.50	-	45.00
PARKING ENFORCEMENT OFFICER	8.50	-	22.00
SEASONAL EMPLOYEE	8.50	-	22.00
SPECIAL LAW ENFORCEMENT OFFICER	15.00	-	25.00
TECH ASST TO CONSTRUCTION OFFICIAL	8.50	-	25.00
RECREATION AIDE (part-time)	8.50	-	22.00
RECREATION LEADER (part-time)	8.50	-	25.00
CLERK 1 (part-time)	8.50	-	25.00
PS TELECOMMUNICATION TRAINEE	16.00	-	26.00
PER DIEM			
LABORER 1	88.00	-	300.00
LIFEGUARD	96.00	-	200.00
LIFEGUARD CAPTAIN	230.00	-	270.00
LIFEGUARD LIEUTENANT	220.00	-	230.00
SCHOOL TRAFFIC GUARD	18.00	-	48.00
METER WORKER 1/ REPAIRER	82.40	-	200.00
METER WORKER 2/ REPAIRER	82.40	-	260.00
TRAFFIC MAINTENANCE WORKER	82.40	-	245.00
WATER METER READER	82.40	-	160.00

SECTION 2; THAT in addition to base pay employees shall receive such compensation, longevity and other contracted benefits as provided in labor contracts or written conditions of employment approved by the governing body and/or as executed by the Business Administrator and appropriate Commissioner.

SECTION 3; THAT the Business Administrator shall cause to be formulated a list of employees eligible for overtime to be filed annually with the City Clerk and CFO.

SECTION 4; THAT for Calendar Year 2020, the maximum base salaries as provided by this ordinance shall be increased by 3% for each position.

SECTION 5; THAT once established for the calendar year base pay may not be supplemented through merit raises during the calendar year without approval of the majority of the Governing Body.

SECTION 6; THAT all ordinances and parts of ordinances inconsistent herewith are hereby repealed, but only to the extent of such inconsistency.

SECTION 7; THIS ordinance shall take effect upon final passage and publication as provided by law.

ORDINANCES: Public/Adoption

RESOLUTIONS:

RESOLUTION #219-2019 MARGATE CITY BILL LIST / PAYROLL OCTOBER 17, 2019

WHEREAS, the Board of Commissioners of the City of Margate City, are in receipt of the semimonthly claims submitted by the Chief Financial Officer for payment:

BILLS LIST AMOUNT: \$5,847,291.28

PREVIOUSLY PAID: October 17, 2019 \$ 161,203.23

PAYROLL ACCOUNT: October 10, 2019

<u>CURRENT ACCOUNT</u>	\$ 449,042.36
<u>WATER & SEWER</u>	\$ 55,050.41

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby approve the Margate City Bill List / Payroll, and that all claims and bills attached here to be paid in full.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker	X		X			
Amodeo			X			
Blumberg		X	X			

October 15, 2019 02:26 PM		City of Margate City Purchase Order Listing By P.O. Number				Page No: 1	
P.O. Type: All		Range: First to Last		Open: N		Paid: N	Void: N
Format: Condensed		First Enc Date Range: First to 12/31/19		Rcvd: Y		Held: N	Aprv: Y
Include Non-Budgeted: Y				Bid: Y		State: Y	Other: Y Exempt: Y
PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
17-01735	12/27/17	CZARE005 CZAR Engineering, LLC	DR4264 Project management	Open	3,300.00	0.00	C
		Contract No: C1700028					
18-01027	06/27/18	REMGTO REMINGTON & VERNICK	Create GIS-Phases I,II,III	Open	8,669.12	0.00	C
		Contract No: T4300001					
18-01256	08/06/18	MAGLOCLE Magloclen, Inc.	Annual Fee/Training	Open	200.00	0.00	
18-01322	08/16/18	ARTHURPO ARTHUR W. PONZIO COMPANY	Engineering- Amherst bulkhead	Open	94,460.00	0.00	C
		Contract No: C1800028					
18-01538	10/12/18	REMGTO REMINGTON & VERNICK	Recon Thurlow & Bayshore design	Open	9,286.50	0.00	C
		Contract No: U1360001					
18-01615	11/01/18	REMGTO REMINGTON & VERNICK	Benson tank ext. paint A&O	Open	33.75	0.00	C
		Contract No: U1330002					
18-01650	11/15/18	HACKND05 Hackney Concrete, Inc.	17/18 Curb & Gutter	Open	3,057.47	0.00	C
		Contract No: U1310000					
19-00002	01/03/19	NJDIVPEN NJ DIV OF PENSION & BENEFITS	2019 Employee health benefits	Open	225,050.73	0.00	B
19-00003	01/08/19	ATLCOJIF ATLANTIC CO MUN JOINT INS FUND	2019 Assessment	Open	195,320.00	0.00	
19-00015	01/09/19	HORIZON3 Horizon Healthcare	2019 FSA admin fees	Open	25.00	0.00	B
19-00025	01/01/19	SWIFT LA SWIFT LAW FIRM	Public Defender	Open	300.00	0.00	C
		Contract No: C1900004					
19-00028	01/01/19	ROVILLAR HANK ROVILLARD, ESQ., LLC	Tax attorney- tax appeals	Open	3,118.50	0.00	C
		Contract No: C1900007					
19-00029	01/01/19	JPM JERSEY PROFESSIONAL MANAGEMENT	Acting administrator	Open	4,895.00	0.00	C
		Contract No: C1900008					
19-00031	01/01/19	DM MEDIC DM MEDICAL BILLINGS, INC.	Ambulance billing service	Open	2,301.98	0.00	C
		Contract No: C1800032					
19-00033	01/01/19	NATION Nationwide Employee Benefits	Employee Life and AD&O	Open	365.96	0.00	C
		Contract No: C1900010					
19-00035	01/01/19	VIDEO MOBILE DREDGING VIDEO PIPE INC	Clean & televise sewer systems	Open	12,050.00	0.00	C
		Contract No: C1900012					
19-00037	01/01/19	CNSCL005 CNS Cleaning Company	Janitorial- municipal property	Open	3,136.00	0.00	C
		Contract No: C1900014					
19-00039	01/01/19	BARKER Barker, Gelfand,	HR service- employment law	Open	1,260.00	0.00	C
		Contract No: C1900016					
19-00040	01/01/19	RUTALA James Rutala Associates, LLC.	2019 Planning & grant consult.	Open	1,995.00	0.00	C
		Contract No: C1900017					
19-00041	01/01/19	ARTHURPO ARTHUR W. PONZIO COMPANY	Amherst Promenade-engineer	Open	39,000.00	0.00	C
		Contract No: C1900018					
19-00046	01/01/19	CASA CASA PAYROLL SERVICE	2019 Payroll service	Open	451.45	0.00	B
19-00047	01/01/19	CASA 2 CASA REPORTING SERVICES	2019 ACA reporting service	Open	442.80	0.00	B
19-00053	01/11/19	SAMS Sam's Club	Supplies	Open	475.82	0.00	
19-00059	01/11/19	CTYATL ATLANTIC COUNTY TREASURER	Quarterly Taxes 2019 ACH	Open	4,917,954.93	0.00	B
19-00060	01/11/19	FRYES Frye's Auto Repair	Auto Repairs/Supplies	Open	112.68	0.00	
19-00086	01/14/19	WB MASON W.B. MASON CO., INC.	Office Supplies	Open	1,010.02	0.00	
19-00100	01/15/19	ACELECTR ATLANTIC CITY ELECTRIC	Monthly Charge/General Account	Open	9,232.96	0.00	
19-00101	01/15/19	ACELECTR ATLANTIC CITY ELECTRIC	Monthly Charge/ w/S Accounts	Open	7,766.03	0.00	
19-00102	01/15/19	ACELECTR ATLANTIC CITY ELECTRIC	Monthly Charge/ St.Lt. Account	Open	290.39	0.00	
19-00103	01/15/19	ACELECTR ATLANTIC CITY ELECTRIC	Monthly Charge/ Temp. Account	Open	329.38	0.00	
19-00107	01/15/19	ACPRESS PRESS OF ATLANTIC CITY	City Clerk Legal Ads	Open	520.81	0.00	
19-00109	01/15/19	SJGASCOM SOUTH JERSEY GAS COMPANY	2019 monthly charges	Open	249.77	0.00	
19-00113	01/15/19	J CINCOT Joseph Cincotta	2019 LG Pension	Open	535.76	0.00	

October 15, 2019
02:26 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00114	01/15/19	JGALLAGH JAMES GALLAGHER	2019 LG Pension	Open	247.15	0.00	
19-00115	01/15/19	JOHN SLA John Slattery, III	2019 LG Pension	Open	157.72	0.00	
19-00116	01/15/19	KING GEORGE KING	2019 LG Pension	Open	384.13	0.00	
19-00117	01/15/19	MICHAELB Michael Baylinson	2019 LG Pension	Open	532.64	0.00	
19-00118	01/15/19	RICHKUG RICHARD H. KUGEL	2019 LG Pension	Open	1,959.75	0.00	
19-00119	01/15/19	SMALLWOOD CARL SMALLWOOD	2019 LG Pension	Open	536.62	0.00	
19-00124	01/16/19	BWSTESTO B.W.Stetson Warehouse	Coffee Supplies	Open	588.50	0.00	
19-00125	01/16/19	HOT BAGE HOT BAGELS AND MORE MMM LLC	Bagels	Open	777.00	0.00	B
19-00128	01/16/19	TKLW TK's Logowear	Tshirts and Uniforms	Open	1,093.00	0.00	
19-00129	01/16/19	FASTENAL Fastenal Company	MATERIALS & SUPPLIES	Open	186.31	0.00	
19-00130	02/01/19	COLONIAL Colonial Electrical Supply Inc	MATERIALS & SUPPLIES	Open	549.71	0.00	
19-00156	01/23/19	WB MASON W.B. MASON CO., INC.	MATERIAL & SUPPLIES	Open	98.34	0.00	
19-00167	01/18/19	AE STONE A.E. STONE, INC.	2019 COLD & HOT PATCH	Open	91.48	0.00	
19-00168	01/24/19	CATERINA Caterina Supply, Inc.	METER SUPPLIES	Open	854.30	0.00	
19-00182	01/08/19	RALPHCLA RALPH CLAYTON & SONS	CONCRETE	Open	428.54	0.00	
19-00188	01/29/19	MARYANNM Mary Ann Cairo	Yoga Instructor	Open	300.00	0.00	
19-00192	01/29/19	JOAN J Joan Jablonoski	Cooking classes	Open	140.00	0.00	
19-00195	01/29/19	GENTILIN GENTILINI FORD, INC.	REPAIRS & MAINTENANCE	Open	831.56	0.00	
19-00197	01/29/19	REMINGTON REMINGTON & VERNICK	Maint Guarantee inspections	Open	135.00	0.00	B
19-00202	01/31/19	CHRIS K CHRIS KANE	Referee	Open	240.00	0.00	
19-00204	01/31/19	KEVIN H Kevin Hallman	Referee	Open	120.00	0.00	
19-00216	01/31/19	MARK PAR Mark Parson	Basketball Referee	Open	120.00	0.00	
19-00217	01/31/19	ROGER H Roger Hoover	Basketball Referee	Open	240.00	0.00	
19-00220	01/31/19	MCOLL Michael D. Collins	Referee	Open	120.00	0.00	
19-00222	01/31/19	PEDRONI PEDRONI FUEL COMPANY	FUEL CONTRACT 2019	Open	8,526.78	0.00	
19-00234	02/01/19	DOLCEAMO Victoria Dolceamore	Piano Teacher	Open	200.00	0.00	
19-00239	02/01/19	ONECONCE One Call Concepts, Inc.	2019 MARKOUTS	Open	236.64	0.00	
19-00240	02/01/19	NAPA AU Val-U Auto LLC	MATERIALS & SUPPLIES	Open	2,458.20	0.00	
19-00247	01/01/19	DELTADEN DELTA DENTAL PLAN OF NJ	employee dental insurance	Open	6,146.20	0.00	B
19-00261	02/05/19	NJDHSS NJ DEPT HEALTH & SENIOR SVCS	Dog License Report	Open	6.60	0.00	
19-00270	10/04/19	LANGUAGE LANGUAGE SERVICES ASSOC., INC.	Telephonic Interpreting	Open	14.70	0.00	
19-00276	02/06/19	ACUA ATLANTIC COUNTY UTILITIES AUTH	2019 TRASH/TIP/RECYCLING FEE	Open	70,827.79	0.00	
19-00278	02/06/19	LUCKY Lucky Dog Custom Apparel	Tshirts and Uniforms	Open	1,261.50	0.00	
19-00279	02/06/19	OLD CAPE OLD CAPE, INC.	CONCRETE/ASPHALT W&S	Open	1,167.00	0.00	
19-00285	02/07/19	ACUA ATLANTIC COUNTY UTILITIES AUTH	2019 WATER TESTING	Open	270.00	0.00	
19-00291	02/08/19	EAST AUT Eastern Autopart Warehouse Inc	PARTS FOR VEHICLES	Open	51.99	0.00	
19-00323	01/01/19	MANOS Manos Law Firm, LLC.	Planning Bd solicitor	Open	1,200.00	0.00	B
19-00417	03/04/19	FUSSNER Joe Fussner	Basketball Referee	Open	120.00	0.00	
19-00523	03/25/19	SNAPOLOG Snapology of Atlantic County	Science Classes	Open	260.00	0.00	
19-00548	04/01/19	MSTRI Michael Strickland	Basketball Referee	Open	120.00	0.00	
19-00550	04/01/19	RSACC Rich Saccoccia	Basketball Referee	Open	360.00	0.00	
19-00641	04/16/19	TREASNJ TREASURER STATE OF NJ	Marriage Licenses 2019	Open	175.00	0.00	
19-00648	04/17/19	REMINGTON REMINGTON & VERNICK	Adams Ave pump station plan	Open	3,815.00	0.00	B
19-00840	05/17/19	MAUREENL MAUREEN E. LARKIN, CMCA		Open	458.78	0.00	
19-00850	05/15/19	REMINGTON REMINGTON & VERNICK Contract No: U1420002	FY 2017 Muni Aid admin/observ	Open	1,489.00	0.00	C
19-00852	05/20/19	REMINGTON REMINGTON & VERNICK Contract No: U1430001	FY18/19 Muni Aid Design	Open	28,170.00	0.00	C
19-00853	05/15/19	REMINGTON REMINGTON & VERNICK Contract No: U1460001	FY2016/2018 CDBG beach access	Open	2,456.00	0.00	C
19-00856	05/15/19	REMINGTON REMINGTON & VERNICK Contract No: U1450001	FY2019 Safe Streets Transit	Open	1,240.00	0.00	C
19-00868	05/22/19	LONNIE LEONA THOMAS	retirement payment- health	Open	1,000.00	0.00	B
19-00882	05/28/19	COLE Cole Information Services	NJ-ATL-BKDCO	Open	239.00	0.00	

October 15, 2019
02:26 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00890	05/29/19	ROGER MC	Roger D. McLarnon	Reimbursement	Open	17.05	0.00
19-00924	06/03/19	FROMUTH	Fromuth Tennis	Tennis/Pickleball Equipment	Open	419.53	0.00
19-01055	06/06/19	REMGINTO	REMGINTON & VERNICK	FIREHSE 2 WETLANDS RESTORATION	Open	1,221.00	0.00 B
19-01056	07/02/19	DEMAIOS	DEMAIO'S INCORPORATED	101 N. Benson Ave Electrtial	Open	4,493.96	0.00
19-01202	08/01/19	REMGINTO	REMGINTON & VERNICK	2019 Traffic Study	Open	8,028.00	0.00 C
			Contract No: T4400000				
19-01215	07/01/19	WINNER	Winner Ford	2019 Ford F150 4x4 truck	Open	33,004.00	0.00
19-01240	08/26/19	SJOVERHE	SOUTH JERSEY OVERHEAD DOOR	GARAGE DOOR	Open	5,190.00	0.00
19-01254	08/08/19	CAPE-ATL	Cape-Atlantic Conservation Dis	Soil erosion app fee U136	Open	555.00	0.00
19-01275	08/14/19	SUASIO05	Suasian Communications Group	PR: website & communications	Open	1,487.50	0.00
19-01318	08/23/19	PROFORMA	PROFORMA DYNAMIC RESOURCES	FUNFEST GIVEAWAYS	Open	5,488.40	0.00
19-01321	08/23/19	MICHAEL	MICHAEL CINCOTTA	2019 Lifeguard Pension	Open	765.86	0.00
19-01323	08/26/19	EVANSPEC	Evangeline Specialties Inc.	holiday decorations	Open	14,989.50	0.00
19-01324	08/26/19	WATERWOR	WATER WORKS SUPPLY CO., INC.	PUMP STICKS	Open	836.16	0.00
19-01358	09/05/19	AIRGAS	Air & Gas Technologies, Inc.	Fire Department SCBA Parts	Open	4,297.50	0.00
19-01372	09/10/19	WRIGHTNA	Wright National Flood Ins. Co.	flood renewal-Benson Avenue	Open	33,359.00	0.00
19-01382	09/12/19	PCM INC	PCM SALES INC	Symantec End Point Renewal	Open	322.25	0.00
19-01387	09/12/19	WB MASON	W.B. MASON CO., INC.	Office Supplies	Open	522.79	0.00
19-01388	09/12/19	RANJ	REGISTRARS' ASSOCIATION OF NJ	2019 Fall Conference	Open	100.00	0.00
19-01395	09/16/19	GOODYEAR	GOODYEAR AUTO SERVICE	Chief	Open	219.30	0.00
19-01397	09/17/19	WB MASON	W.B. MASON CO., INC.	janitorial supplies	Open	278.32	0.00
19-01398	09/17/19	GOODYEAR	GOODYEAR AUTO SERVICE	2 tires for vehicle	Open	895.06	0.00
19-01402	09/18/19	EVS	Emergency Vehicle Services LLC	2019 Preventive Maintenance	Open	6,521.34	0.00
19-01408	09/18/19	L HAGAN	Lisa Hagan	Reimbursement for 2019	Open	176.38	0.00
19-01410	09/18/19	STAPLCRE	Staples Business Credit	Office Supplies	Open	604.37	0.00
19-01411	09/18/19	WEINSTEI	WEINSTEIN PLUMBING SUPPLY	Propress fittings	Open	281.79	0.00
19-01413	09/18/19	LUCKY	Lucky Dog Custom Apparel	175 sweatshirts-Health Fair	Open	3,026.25	0.00
19-01417	09/11/19	TOM HEW	Leverage Boat Repair	Lifeboat Repairs - 3 Boats	Open	1,048.00	0.00
19-01419	09/20/19	HARLEY D	Atlantic Cnty Harley Davidson		Open	470.20	0.00
19-01422	09/23/19	RUTGERS	RUTGERS UNIVERSITY	Clean Communities cl 10/23/19	Open	105.00	0.00
19-01430	09/16/19	SJOVERHE	SOUTH JERSEY OVERHEAD DOOR	QUINT BAY DOOR	Open	605.50	0.00
19-01438	09/24/19	VCI	VCI Emergency Vehicle Special	A-21 wheel Cover Parts	Open	367.32	0.00
19-01440	10/04/19	GENERALH	GENERAL HIGHWAY PRODUCTS	ATLANTIC AV TRAFFIC LIGHTS	Open	1,592.00	0.00
19-01442	09/25/19	ALLEG005	Allegra Marketing Print & Mail	Zoning Officer Envelopes	Open	94.54	0.00
19-01444	09/26/19	NFPA	NFPA INTERNATIONAL	2019 Fire Prev. Week Materials	Open	725.02	0.00
19-01445	09/26/19	DELTONA	DELTONA DISCOUNT TIRES, INC.	M5-DUMP TRUCK ALIGNMENT	Open	125.95	0.00
19-01447	09/27/19	PCM INC	PCM SALES INC	Replacement Battery	Open	428.45	0.00
19-01452	09/27/19	GRAINGER	WW GRAINGER INC.	UPS SYSTEMS W/S	Open	315.74	0.00
19-01453	10/01/19	SCHINDLE	SCHINDLER ELEVATOR CORPORATION	Pavilion Quart bill 10/1-12/31	Open	873.27	0.00
19-01454	09/30/19	KEN BASC	KEN BASCHE	Computer Classes	Open	80.00	0.00
19-01455	09/23/19	NJDLABOR	NEW JERSEY DEPT. LABOR/WORKFOR	MECHANICS SHOP-CAR LIFT INSP	Open	40.00	0.00
19-01458	10/03/19	RENTAL	RENTAL COUNTRY, INC.	WOOD CHIPPER/PARTS CHAINSAW	Open	1,248.42	0.00
19-01459	09/13/19	NFPA	NFPA INTERNATIONAL	Fire Prev. Materials FunFest	Open	829.85	0.00
19-01460	09/26/19	ACTION U	ACTION UNIFORM CO. LLC	Uniform Items Fire Department	Open	118.00	0.00
19-01463	10/01/19	NJLM	NJ STATE LEAGUE MUNICIPALITIES	Job Advertisement	Open	115.00	0.00
19-01464	10/02/19	J CIOETA	JOANN CIOETA	Reimbursement for Pastries	Open	30.00	0.00
19-01465	10/02/19	K AMODEO	Kelle Amodeo	Reimbursment for Coffee/water	Open	17.99	0.00
19-01466	10/02/19	NAPA AU	Val-U Auto LLC	FORD FOCUS MAINTENANCE	Open	114.12	0.00
19-01467	10/03/19	ROESCH	Tom Roesch	Reimbursment for Equipment	Open	184.73	0.00
19-01470	10/03/19	HOHMANN	Innovative Leadership	Communication w/s 10022019	Open	1,725.00	0.00
19-01472	10/07/19	POST	POST TO POST, LLC.	REPLACING FENCE 417 N.CLERMONT	Open	298.53	0.00
19-01473	10/03/19	THOMPSON	Margaret P. Juliano-Thompson	Art Classes	Open	75.00	0.00
19-01476	10/03/19	UNITEDRE	UNITED REFRIGERATION INC	MUNICIPAL COMPLEX - PARTS	Open	124.59	0.00
19-01481	10/04/19	VERIZON	VERIZON	ISON Circuit Courtroom	Open	218.28	0.00

October 15, 2019
02:26 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 4

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-01482	10/04/19	ATXTELEC Broadview Networks	Telephone Service-Sept 2019	Open	3,696.92	0.00	
19-01483	10/04/19	VERIZON1 Verizon Wireless	Cellular Service-Sept 2019	Open	675.61	0.00	
19-01484	10/04/19	IRONMOUN IRON MOUNTAIN	Record Storage-Oct 2019	Open	482.18	0.00	
19-01485	10/04/19	ATLANTIC ATLANTIC COAST ALARM, INC.	Service and repair Munic Bldg	Open	183.00	0.00	
19-01486	10/04/19	AUTOSYST Automated Access Systems Inc.	Front Door Repair 1 South	Open	289.00	0.00	
19-01487	10/06/19	SAMS San's Club	health fair supplies	Open	137.90	0.00	
19-01492	10/08/19	JPMONZO JPMonzo Municipal Consult, LLC	Best Practices webinar 10/17	Open	50.00	0.00	
19-01495	09/11/19	IODIN005 IOD Incorporated	employee medical reports	Open	43.54	0.00	
19-01497	10/04/19	BEESLEYS Beesley's Point Sea-Doo	Winterize - BP - PWC	Open	618.36	0.00	
19-01498	10/02/19	ALERTALL Alert-All Corp.	Pot Holders - Fire Prevention	Open	457.50	0.00	
19-01499	10/01/19	PENDERGAST Pendergast Safety Equipment Co	Absorbent Material - Fire Dept	Open	804.96	0.00	
19-01500	09/30/19	SJWELDIS SOUTH JERSEY WELDING SUPPLY CO	Oxygen Rental - September 2019	Open	34.20	0.00	
19-01501	10/03/19	TRI ST Tri-State Diagnostics Corp.	Drug Testing - Pre Employment	Open	28.00	0.00	
19-01502	09/26/19	VERALPH V.E. RALPH & SON, INC.	EMS Supplies - Stifneck Collar	Open	83.38	0.00	
19-01503	09/18/19	RICH FIR RICH FIRE PROTECTION	Fire Extinguisher Inspection	Open	215.00	0.00	
19-01504	10/03/19	HARRING Harring Fire Protection, LLC	Sta. 1 - Kitchen System Insp.	Open	150.00	0.00	
19-01505	09/09/19	NAPA AU Val-U Auto LLC	Repair Parts for A-22	Open	959.03	0.00	
19-01506	10/02/19	WATERWOR WATER WORKS SUPPLY CO., INC	PARTS/SUPPLIES WS	Open	171.02	0.00	
19-01507	10/09/19	NJCM NEW JERSEY CONFERENCE OF MAYOR	2020 Membership Dues	Open	395.00	0.00	
19-01510	10/09/19	COLONIAL Colonial Electrical Supply Inc	Electrical Supplies	Open	136.16	0.00	
19-01511	10/09/19	WILLIAMS WILLIAMS SCOTSMAN, INC.	Sta. 2 Trailer Rental - 9/2019	Open	286.13	0.00	
19-01512	10/01/19	CDSALES C & D SALES	FD T-Shirts - Breast Cancer	Open	573.20	0.00	
19-01517	10/10/19	AMANDA B Amanda Banner	Soccer Referee	Open	240.00	0.00	
19-01518	10/10/19	MANDRA Richard Mandra	Soccer Referee	Open	143.00	0.00	
19-01519	10/10/19	ATLANTIC ATLANTIC COAST ALARM, INC.	service call - bloom pavilion	Open	79.00	0.00	
19-01520	10/10/19	VERIZON1 Verizon Wireless	air cards police - sept 2019	Open	220.24	0.00	
19-01521	10/10/19	VERIZON10 Verizon Connect NWF, Inc.	GPS public works - sept 2019	Open	309.22	0.00	
19-01522	10/10/19	MOSSMANS MOSSMANS BUSINESS MACHINE INC	copier contract - sept 2019	Open	302.38	0.00	
19-01526	10/04/19	WITMER Witmer Public Safety Group, In	Fire Department Shield	Open	145.00	0.00	
19-01528	07/01/19	MARGBDED MARGATE CITY BD OF EDUCATION	19/20 Muni Alliance 1st qtr	Open	3,961.80	0.00	
19-01531	09/19/19	CZARE005 CZAR Engineering, LLC	Roof & facade engineering PO	Open	2,150.00	0.00	C
Contract No: C1900029							

Total Purchase Orders: 167 Total P.O. Line Items: 0 Total List Amount: 5,847,291.28 Total Void Amount: 0.00

October 15, 2019
02:26 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 5

Totals by Year-Fund	Fund	Budget Total	Revenue Total	G/L Total	Total
Fund Description					
APPROPRIATIONS	8-01	200.00	0.00	0.00	200.00
APPROPRIATIONS	9-01	5,542,127.14	0.00	0.00	5,542,127.14
	9-05	30,240.02	0.00	0.00	30,240.02
Year Total:		5,572,367.16	0.00	0.00	5,572,367.16
	C-04	241,224.91	0.00	0.00	241,224.91
	C-06	13,904.38	0.00	0.00	13,904.38
Year Total:		255,129.29	0.00	0.00	255,129.29
	G-01	8,854.30	0.00	0.00	8,854.30
	T-09	854.30	0.00	0.00	854.30
	T-12	6.60	0.00	0.00	6.60
	T-14	9,879.63	0.00	0.00	9,879.63
Year Total:		10,740.53	0.00	0.00	10,740.53
Total of All Funds:		5,847,291.28	0.00	0.00	5,847,291.28

City of Margate
Additional Bill List - Previously Paid

For meeting on 10/18/2019

CURRENT FUND

PO #	Vendor	Description	Amount	Date Paid	Check #
19-01346	Elise Haferl-Lykins	FEMA reimbursement	\$ 135,613.00	10/9/2019	82698
19-00020	Professional Benefit Consultant	monthly contract	\$ 1,041.67	10/4/2019	82671
19-00021	Innovative Risk Solutions	monthly contract	\$ 1,041.67	10/4/2019	82661
19-00109	SJ Gas	monthly bills	\$ 189.99	10/11/2019	82702
19-01516	The Flood Insurance Agency	flood insurance	\$ 7,406.55	10/10/2019	82699
19-00102	AC Electric	monthly bills	\$ 15,485.35	10/11/2019	82701
19-00274	Associates for Life Enhancement	monthly contract	\$ 425.00	10/4/2019	82638

Total Current Account

\$ 161,203.23

WS UTILITY FUND**Capital Fund**

Total Water /Sewer Account

\$ -

Total Paid All Funds

\$ 161,203.23

Johanna Casey: Resolution #223-2019 and Resolution #224-2019 are removed from the consent agenda.

**RESOLUTION #223-2019
RESOLUTION CONFIRMING AND AUTHORIZING AN
EASEMENT AGREEMENT PERTAINING TO
AN IRREVOCABLE LICENSE DATED DECEMBER 7, 2006
AUTHORIZED BY RESOLUTION 166 OF 2006**

WHEREAS, the Governing Body of the City of Margate previously authorized an Irrevocable License Agreement dated December 7, 2006 by Resolution 166 of 2006 with Stephen Marchel, LLC (Licensee) which allowed an encroachment of a building located at 9218 Ventnor Avenue, Block 126, Lot 85.01, which encroachment consisted of structure protruding into the parking lot adjacent to Historic Margate City Hall and Firehouse situate at Ventnor and Washington Avenues and on property identified as Lot 90, Block 126 and as more fully described in said Irrevocable License Agreement; and

WHEREAS, Stephen Marchel, LLC the original Licensee, is now known as Quincy Ventures, LLC, (name having been changed) has requested confirmation and otherwise clarification as to the rights and obligations pertaining to the Irrevocable License Agreement; and

WHEREAS, it has been determined that an Easement Agreement confirming and otherwise clarifying the intent of said Irrevocable License Agreement be executed by the City and recorded with the Atlantic County Clerk; and

WHEREAS, the Governing Body has determined that the execution of said Easement Agreement is warranted and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic and State of New Jersey does hereby authorize the Mayor to execute and the City Clerk to attest, the Easement Agreement attached hereto and made a part hereof between the City of Margate City and Quincy Ventures, LLC.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker		X	X			
Amodeo					X	
Blumberg	X		X			

Prepared by: Marian A. Kornilowicz, Esquire

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this ____ day of October 2019 by **Quincy Ventures LLC**, a New Jersey limited liability company, formerly known as Stephen Marchel, LLC, with an address of 9218 Ventnor Avenue, Margate, Atlantic County, New Jersey (together with all successors and assigns, the "Grantee") and the **City of Margate**, a municipal corporation in the State of New Jersey, with offices located at 9001 Winchester Avenue, Margate, New Jersey 08402 (together with all successors and assigns, the "Grantor").

Background

1. Grantee is the owner of a parcel of real estate located in the City of Margate, New Jersey, known as 9218 Ventnor Avenue, and designated in the City of Margate tax map as Block 126, Lot 85.01, as more particularly described in the legal description attached as Exhibit A (the "Property");

2. Grantor is the owner of the parcel of real estate adjacent to the Property on Ventnor Avenue designated as Lot 90 in Block 126, as more particularly described in the legal description attached as Exhibit B (the "City Parcel"). The portion of the City Parcel immediately adjacent to the Property is used as a parking lot;

3. In 2006, a survey showed that the footings, support columns and second floor cantilever of the building on the Property (the "Building") were actually located on the City Parcel, and specifically within the parking lot area and air space above. This encroachment is described in the metes and bounds description attached hereto as Exhibit C and specifically described on a memorandum attached hereto as Exhibit D;

4. In an effort to avoid a dispute as between adjoining property owners, and specifically the potential of civil litigation to clear title as to the location of the property line as between the Property and City Parcel, Grantor and Grantee executed an Irrevocable License Agreement on December 14, 2006 (the "License Agreement"). A true and correct copy of the License Agreement is attached hereto as Exhibit E;

5. The License Agreement expressly permitted the encroachment on the City Parcel and granted Grantee an irrevocable license and permission to use the area described on Exhibits C and D;

6. The License Agreement, in addition to expressly being irrevocable, was expressly binding upon and inured to the benefit of Grantee, Grantor and all of their successors, assigns, and successors-in-right, title and interest; and

7. Grantee has requested, and Grantor has agreed, to memorialize and confirm the rights and obligations under the License Agreement in an instrument to be recorded with the Office of the Atlantic County Clerk.

NOW THEREFORE, intending to be legally bound, the Grantor and Grantee agrees as follows:

1. Grant of Easement. Grantor, as owner of the City Parcel, hereby grants, bargains, conveys and sells unto Grantee, as owner of the Property, and imposes upon the City Parcel a perpetual non-exclusive easement for the use of that portion of the City Parcel described in the metes and bounds description attached hereto as Exhibit C and specifically described on a memorandum attached hereto as Exhibit D (the "Easement Area") on the terms and conditions described in the License Agreement.

2. License Agreement Unchanged. The terms and conditions of the License Agreement are incorporated herein by reference as if set forth herein at length. The parties intend and desire that the terms and condition of the License Agreement be applicable to this Easement Agreement *mutatis mutandis*. Without limiting the foregoing, all references to the "License" in the License Agreement shall be deemed amended to refer to Easement; all references to the "Licensee" in the License Agreement shall be deemed amended to refer to Grantee; and all references to the "Licensed Area" in the License Agreement shall be deemed amended to refer to Easement Area.

3. Termination. The Easement shall terminate when its intended purposes cease by the demolition or the Building.

4. Successors and assigns. The covenants, conditions, terms and provisions of this Agreement are intended to run with the land and be binding on to the successors and assigns of the Grantor and Grantee. The Easement shall be for the sole use of the Grantee and successors and assigns.

5. Recording. This Agreement shall be recorded with Office of the Atlantic County Clerk.

IN WITNESS HEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the date written above.

**GRANTOR:
CITY OF MARGATE**

By: _____

**GRANTEE:
QUINCY VENTURES LLC,
f/k/a Stephen Marchel, LLC**

\\

By: _____

Record and Return to:
Marian A. Kornilowicz, Esquire
Cohen Seglias Pallas
Greenhall & Furman, PC
30 South 17th Street, 19th Fl.
Philadelphia, PA 19103

RESOLUTION # 224-2019

**RESOLUTION CONFIRMING VALIDITY AND AUTHORIZING ASSIGNMENT OF
EXISTING LEASE DATED AUGUST 5, 2005 BY AND BETWEEN THE CITY OF
MARGATE CITY, AS LANDLORD AND QUINCY VENTURES, LLC FORMERLY
KNOWN AS STEPHEN MARCHEL, LLC AS TENANT AND PERTAINING TO THE
MUNICIPAL PARKING LOT LOCATED ON WASHINGTON AVENUE ON
PROPERTY IDENTIFIED AS BLOCK 226, LOT 9**

WHEREAS, the Governing Body of the City of Margate previously authorized a Lease Agreement dated August 5, 2005 by Resolution #143- 2006 with Stephen Marchel, LLC which authorized the long term rental of a portion of the municipal parking lot located on Washington Avenue and property identified as Block 226, Lot 9; and

WHEREAS, Stephen Marchel, LLC has changed its name to that of Quincy Ventures, LLC and has requested confirmation and permission to allow the assignment of said Lease to a purchaser of property located at 9218 Ventnor Avenue, Block 126, Lot 85.01 said purchaser being Investment Property Associates, LLC, a Delaware Limited Liability Company, located at 102 Larch Circle, Suite 301, Newport, DE 19804; and

WHEREAS, the Lease Agreement was entered into for the purpose of providing, during regular business hours, parking for the commercial building located at 9218 Ventnor Avenue, hereinafter “Building”, which Building use will continue; and

WHEREAS, the Governing Body has determined that the existing Lease is valid and current with regard to rental payments and that the Lease may be assigned as provided for in said Lease agreement upon the written consent of the Landlord.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic and State of New Jersey does hereby authorize the Mayor to execute and the City Clerk to attest, to any necessary documentation including an Assignment and Estoppel Certificate, which is attached hereto and made a part hereof, confirming the validity of the Lease Agreement and to allow its assignment to Investment Property Associates, LLC.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker		X	X			
Amodeo					X	
Blumberg	X		X			

ASSIGNMENT AND ESTOPPEL CERTIFICATE

THIS ASSIGNMENT AND ESTOPPEL CERTIFICATE, dated this ____ day of October 2019, is made and entered into by **QUINCY VENTURES, LLC**, a New Jersey limited liability company, formerly known as Stephen Marchel, LLC (the “Tenant”), with an address of 9218 Ventnor Avenue, Margate, NJ 08402, and **CITY OF MARGATE**, a municipal corporation in the State of New Jersey (the “Landlord”), with offices located at 9001 Winchester Avenue, Margate, NJ 08402, in favor of **INVESTMENT PROPERTY ASSOCIATES, LLC**, a Delaware limited liability company (the “Buyer”), with an address at 102 Larch Circle, Suite 301, Newport, DE 19804.

Background

- A. Tenant entered into a certain lease agreement dated August 5, 2005 (the “Lease”) for certain premises located on the southerly half of the Margate City Municipal Parking Lot, Block 226, Lot 9 (the “Premises”). The Premises are used as a parking lot containing at least nineteen (19) spaces. A true and correct copy of the Lease is attached hereto as Exhibit A; and
- B. Tenant is the owner of a parcel of real estate located in the City of Margate, New Jersey, known as 9218 Ventnor Avenue, and designated in the City of Margate tax map as Block 126, Lot 85.01 (the “Property”); and
- C. The Lease was approved by the City of Margate Board of Commissioners by Resolution No. 122 of 2005; and
- D. The Lease and the use of the nineteen (19) spaces to satisfy the parking requirements at the Premises was approved by the City of Margate Planning Board by Decision and Resolution No. 15-2005 (the “Decision”). A true and correct copy of the Decision is attached hereto as Exhibit B; and
- E. Buyer has agreed to purchase the Property and has requested from Tenant and Landlord an estoppel certificate upon which Buyer is acting in material reliance. Closing is scheduled for on or before November 20, 2019 (“Closing”); and
- F. Landlord and Tenant has agreed to provide to Buyer this Assignment of Lease and Estoppel Certificate effective as of Closing.

NOW THEREFORE, Landlord and Tenant do hereby certify and acknowledge to Buyer:

- 1. The copy of the Lease attached hereto as Exhibit A is a true, complete and correct copy of the original of this document, which represents the entire agreement between Landlord and Tenant, and there has been no assignment, amendment, modification or supplement thereto of any kind or nature.
- 2. The Lease is presently in full force and effect.

3. The term of the Lease commenced in accordance with the terms and conditions thereof. The term of the Lease will expire on December 31, 2056 and the Lease provides for a one twenty five-year extension term option.
4. The rent being paid under the Lease is currently \$5,627.54 per month, payable in monthly installments. All rent required to be paid by Tenant under the Lease through September 30, 2019 has been paid.
5. Neither Tenant nor Landlord as of this date has a charge, lien or claim or offset under the Lease or otherwise, against the other or any rents or other charges due or to become due thereunder.
6. Neither Tenant nor Landlord is in default in the performance of any of its obligations under the Lease. Neither Tenant nor Landlord possesses any defenses or offsets against the enforcement of the Lease and no notice has been given or received by either party of a default under the Lease which has not been cured.
7. All conditions under the Lease to be performed by either party as of this date have been satisfied.
8. Neither party the right or option to terminate the Lease or renew the Lease, except as set forth above. To the knowledge of each, no event has occurred, and no condition exists, that would permit either party to terminate the Lease with the passage of time, the giving of notice or both.
9. Landlord and Tenant shall notify Buyer of any changes in the information certified above. In the absence of any such notification, Landlord and Tenant acknowledge that Buyer is materially relying on the above information being true, correct and accurate as of Closing.
10. The parties agree and acknowledge that the Decision contained the following Condition: "A. ... that signs in the municipal parking lot will specify that they are open to general public after a specific time which shall be set forth on the sign, which time shall be after the offices close. The parties further agree and acknowledge that signs consistent with this Condition A may be posted at the municipal parking lot.

MOREOVER, effective as of Closing, Tenant assigns, transfers and sets over to Buyer all of its rights, title and interest to the Lease, and the Landlord acknowledges and approves the assignment of the Lease to Buyer. After Closing, all payments and performance under the Lease shall be made by Buyer, and Buyer shall comply with all terms and provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Estoppel Certificate by their duly authorized representatives the date first above written.

Witness or Attest:	Landlord: City of Margate
_____	By: _____
	Tenant: Quincy Ventures, LLC
_____	By: _____
	Buyer: Investment Property Associates, LLC
_____	By: _____

EXHIBIT A

Lease Agreement, dated August 5, 2005

4

LEASE AGREEMENT

This Lease Agreement is made on this 5th day of August, 2005.

BETWEEN The City of Margate

having an address at 1 South Washington Avenue, Margate City, N.J.
herein designated as the "Landlord,"

AND

Stephen Marchel, L.L.C.

having an address is 1401 New Road, Linwood, N.J.
herein designated as the "Tenant."

WITNESSETH:

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises known as the southerly half of the Margate City Municipal Parking Lot, Block 226, Lot 9.

1. **Term.** For a term commencing January 1, 2006 and ending on December 31, 2056, with the option for a twenty-five (25) year extension.
2. **Use.** To be used and occupied for no other purposes than a parking lot. The Tenant shall not and will not allow others to occupy or use the Lease premises or any part thereof for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous on account of fire or other casualty.
3. **Rent.** The Tenant covenants and agrees to pay the Landlord rent for and during the term the sum as follows:

\$5,000.00 per year with a cost of living increase every three years in accordance with the Consumer Price Index.
4. **Repairs and Care.** The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense improve the leased premises by installing an electronic gate, lighting and landscaping in accordance with approvals from the Land Use Administrator pursuant to

the Margate City Zoning Ordinance, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition, free from debris, trash and refuse.

5. **Damage Repairs.** In case of the destruction of or any damage to the leased premises, or the destruction of or damage of any kind whatsoever to the said premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, the Tenant shall repair the said damage or replace or restore any destroyed parts of the premises, as speedily as possible, at the Tenant's own cost and expense.
6. **Alterations and Improvements.** No alterations, additions or improvements shall be made, and no sprinkler systems, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.
7. **Signs.** The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon such premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. All signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.
8. **Utilities.** The Tenant shall pay when due all the rents or charges for water, electricity, gas or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charges to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within thirty (30) days of demand therefore, whichever occurs sooner.
9. **Compliance with Laws, etc.** The Tenant shall comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with said premises, during the term hereof, and shall promptly comply with all orders.

2

regulations, requirements and directives of the Board of Fire Underwriters or similar Authority and of any insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage of injury, at the Tenant's own cost and expense.

10. **Liability Insurance.** The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries to one person or \$2,000,000.00 for injuries to more than one person, or any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$50,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, not less than fifteen days prior to the commencement of the term hereof or the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of payment of the premium thereof. The Tenant also agrees to save, hold, keep harmless and indemnify the Landlord for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability or losses or damage to property or injuries to persons occasioned wholly, or in part, by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.
11. **Assignment.** The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or any part thereof.
12. **Inspection and Repair.** The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purposes of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord, nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
13. **Removal of Tenant's Property.** Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacation or abandonment of the premises by the Tenant, or upon the Tenant's eviction shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

3

14. **Compliance with Margate City Code Chapter 205.** Tenant shall operate the parking lot in compliance with Margate City Code Chapter 205, as amended and shall honor all 2004 and 2005 leases for the Municipal Parking Lot.

15. **Fire and Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises are so substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises are so substantially damaged that the Landlord decides not to rebuild, then the rent shall be paid up to the time of such destruction and thereafter this Lease shall come to an end. However, the provision of this clause shall not become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

16. **Care of the Property.** Tenant shall be responsible for the repair and maintenance of the leased property and in conjunction therewith shall insure that the property is maintained in a clean and sanitary manner at all times. Tenant shall maintain the property in as good condition as it is at the start of the Lease and at the end of the lease term shall return the property to the Landlord in the same condition as it was at the beginning of the Lease except for ordinary wear and tear.

17. **Remedies Upon Tenant's Default.** If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, reenter, possess and enjoy the said premises. The Landlord may then re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in reentering and repossessing the same and in making such repairs and alterations as may be necessary, and second to the payment of the rents due thereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the reentry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses.

4

fees and costs, the same to be paid as such deficiencies arise and are ascertained each month.

18. **Termination on Default.** If any of the contingencies set forth in the preceding clause occur, or should the Tenant be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if his Lease or the estate of the Tenant, hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant, five (5) days notice in writing of the Landlord's decision to do so. Upon the giving of such notice, this Lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof, and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage.

19. **Binding.** This Lease shall be legally binding upon the parties upon execution and shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Witnessed or Attested by:

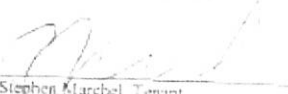
CITY OF MARGATE


Thomas Hilmer, City Clerk

BY 
Vaughan M. Reale, Mayor

STEPHEN MARCHEL, L.L.C.


Stephen Marchel, Tenant


Stephen Marchel, Tenant

5

EXHIBIT B

City of Margate Planning Board Decision and Resolution No. 15-2005

PLANNING BOARD
OF THE
CITY OF MARGATE
Decision and Resolution
No. 15-2005

Applicant(s):	Steve Marchel, LLC
Property Address:	9218 Ventnor Avenue (Block 126, Lot 85.01) In the CDB District
Date of Hearing:	August 25, 2005
Relief Sought:	Major Site Plan Approval and C Variance for Parking
Decision of the Board:	6-0 in favor

The subject property is located at 9218 Ventnor Avenue, Block 126, Lot 85.01, in the CDB District.

Mayor Reale recused himself, indicating that at times, he does business with the applicant and he did not participate.

The applicant was represented by Christopher Baylison, Esquire.

Craig Dodge, Planner, Engineer and Architect, testified on behalf of the applicant.

He indicated that the present building houses Prudential, Fox & Roach Real Estate and has parking along Decatur Avenue and in the back of the present premises. There are 17 spaces and the ordinance requires 18 spaces as the premises now stands. The premises is grandfathered in for the lack of one space.

The applicant desires to add a second floor to the building which will have a split use. It will be a real estate office and professional offices and will be divided approximately one-half for

each. They are required 19 additional spaces pursuant to the present ordinance. The applicant has already entered into a long-term lease with the City of Margate for 19 spaces in the municipal lot located on North Washington Avenue that will be dedicated to the use of this premises. As stated, this is a long-term lease, with an option for more years.

It was indicated that the applicant is a buyer under an agreement of sale for the premises. Mr. Dothe testified that the addition will slightly overhang the first floor and will be occupied one half by the applicant in his financial business and the other half by Prudential, Fox & Roach. The Prudential, Fox & Roach office is quite crowded and they do not intend to add any other personnel but just make more room for the personnel already there. The first floor will remain untouched. The third floor will not be occupied space. He further testified that there would be an increase in the landscaping and there would be a designation of one handicapped space close to the entranceway of the building. The architectural package contains a variety of upgrades to the present rectilinear building, including towers, columns, dormers, and interesting window treatments and other details. The plan also includes the addition of a stair elevator tower.

Roger Rubin's written review was read into the record as the opinion of the Margate City Land Use Administrator. In reading that report, Mr. Rubin made reference to the report of the City Engineer. Both of those items and any other inspection reports were made available to the applicant and the public prior to the meeting.

PUBLIC INPUT

Sheldon Bennett, who resides at 6 South Decatur, indicated that he lives next door to the building and his parking area/driveway is along the parking lot area of the building. He opposes the application. He feels that there is a safety problem and parking issues. He questioned about how many clients would be there and how many more employees would be there. He believes

that presently, Prudential, Fox & Roach has 30 to 35 employees but really believes it is greater. He says that people park their cars and truckers who are delivering to various commercial establishments in the area park on his sidewalk and at times block his driveway. He indicated that pedestrians have to walk in the street because of the parking on the sidewalk. He believes that the addition will block the airflow and his view of Ventnor Avenue. He further believes that there will be increased traffic patterns as the result of the addition. He further indicated in answer to questions by Mr. Baylison that when he moved there, the Prudential, Fox & Roach office was there with the same layout as present. There were other commercial establishments in the area, including a bank across the street, but he never paid much attention to them.

Next to testify was Pat Grazer, who resides at 8 South Decatur. This witness indicated that parking is a big issue. Cars and trucks are there and they go in and out. They park on the pavement. She put planters there to try to stop it, but that didn't help. As each year goes by, there is more traffic that increases the parking problem.

Gerald J. Grazer, of 10 South Decatur Avenue, indicated there is a parking problem. He does not want a residential street to become more commercial. He indicated that the problem is not just in the summertime, but is year around.

Next to testify was Kathleen Brown, who lives at 12 South Decatur. She indicated that parking is a problem and the municipal lot is too far away. It is a block away, and she does not believe that people will be using that municipal lot. The parking in the area is too intensive.

The public portion of the meeting was closed.

DISCUSSION BY THE BOARD

There was discussion by the Board which indicated that the municipal lot spaces are not being used now and there is some question as to whether the leased spaces would, in fact, be

used. It was indicated that employees have to be made aware of the additional spaces and be encouraged to use them.

It was indicated that there is some speeding on that street, but that is an enforcement issue that has to be taken up at a City Commission meeting and there could be discussions with the Chief of Police, but that this Board has no enforcement powers with regard to parking or speeding.

After further discussion by the Board, a roll call vote was taken, as follows:

- Gonschall-----Yes
- Gulannino-----Yes
- Katz-----Yes
- Richmond-----Yes
- Scott-----Yes
- Wadleski-----Yes

The Board's findings were as follows:

The addition makes this part of Margate City a regional hub for offices of this kind, with numerous realty, financial, architectural, insurance and general business offices. Many offices have relocated in this area from off the island and this is a welcome addition to Margate. This positive trend should be encouraged, as these businesses bring services and vitality to the City, the employees patronize local businesses, and there are various physical upgrades to the buildings.

The parking problems should be alleviated by the rental of the 19 spaces from the City at the municipal parking lot, for which there is a long-term commitment. The second floor would not really interfere with any views, nor light, nor air circulation or privacy of the nearby

residences. This building would be an upgrade in aesthetics and there would be a restoration of grass, curbside strip with substantial trees and tree grace.

CONDITIONS

The following conditions were required by the Board:

1. The applicant must submit eight (8) sets of revised plans.
2. Any new tenants on either floor must obtain a Mercantile License and must submit staff committee application.
3. The second floor is restricted to a maximum of fifty percent (50%) of its floor area for real estate and at least 50% to the financial, professional and general business offices only.
4. The 50 year lease with the City is to be kept in full force and effect for the 19 spaces in the municipal lot.
5. The employees of the applicant and its successors shall be required not to park in any on-site spaces.
6. The Prudential, Foy & Roach employees will be encouraged to park in the municipal lot on Washington Avenue, as opposed to the spaces that are on premises.
7. A copy of the executed lease with the City for the 19 parking spaces must be submitted prior to the opening of the premises and prior to execution of plans and prior to building permits.
8. County Planning Board approval or a waiver letter prior to building permits being issued must be received.
9. Submittal of any bonds, escrows, etc., required by the City Engineer are required prior to execution of plans.
10. The revised plans shall require the further changes.

- A. Notation that signs in the municipal parking lot will specify that they are open to general public after a specific time which shall be set forth on the sign, which time shall be after the offices close.
- B. All DRC requirements to be set forth in its September 14, 2005, meeting.
- C. Indicate grass strip and street trees on Ventnor Avenue and Decatur Avenue with tree grates.
- D. Show signage on the building indicating additional parking for patrons in Washington Avenue municipal parking lot.
- E. Signed plan which complies with the ordinance.
- F. Aesthetic upgrade on blank City Hall wall and blank oceanside wall to create interest in an architectural manner.
- G. All requirements of the City Engineer letter or waiver authority as to those things to be agreed by the City Engineer.
- H. Indicate shielding of any existing or proposed lights on the site to protect residential neighbors.


William Gonschall, Chair

Dede Hillner, Secretary

Consent Agenda:

RESOLUTION #220-2019
AUTHORIZING THE PURCHASE UNDER STATE CONTRACT
2020 FORD F150 4x4 PICKUP TRUCK

WHEREAS, the Board of Commissioners of the City of Margate City, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program; and

WHEREAS, the Board of Commissioners of the City of Margate City, desire to purchase a 2020 Ford F150 4x4 Pickup Truck for the Public Works Department of the City of Margate from an authorized vendor under the State of New Jersey Cooperative Purchasing Program, and

WHEREAS, the Publics Works Superintendent, Frank Ricciotti, recommends the purchasing of a 2020 Ford Pickup Truck under New Jersey State Contract # 88728 to be awarded to Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, of Cherry Hill, NJ in the amount of \$34,566.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount of \$34,566.00 available under Capital Ordinance #07-2019 account #C-04-55-984-904 for the award of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchase of a 2020 Ford F150 Pickup under State Contract from Cherry Hill Winner Ford, Cherry Hill, NJ in the amount not to exceed \$34,566.00.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

- 1. Cherry Hill Winner Ford
- 2. Lisa McLaughlin, CFO
- 3. Frank Ricciotti, Public Works Superintendent

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker		X	X			
Amodeo			X			

Blumberg	X		X			
----------	---	--	---	--	--	--

CERTIFICATION OF AVAILABILITY OF FUNDS

Pursuant to 40A:4-57, I, Lisa McLaughlin, Chief Financial Officer of the City of Margate, County of Atlantic, do hereby certify that the below listed funds are available.

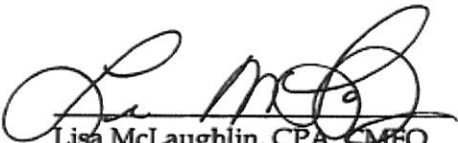
Project Name / Service:
2020 Ford F150 4X4 Crew Cab
NJ State Contract #88728

Vendor:
Cherry Hill Winner Ford
250 Haddonfield-Berlin Road
Cherry Hill, NJ 08034

Contract Amount: \$74,000.00
Resolution Date: 10/17/19
Resolution #: 220-2019

Source of Funds:

Account #: C-04-55-984-904
Description: Capital Ordinance 07-2019


Lisa McLaughlin, CPA, CMFO
Chief Municipal Finance Officer
Margate City, New Jersey

10/17/19
Date

RESOLUTION # 221-2019
A RESOLUTION AUTHORIZING THE CITY OF MARGATE CITY
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on October 17, 2019 the governing body of the City of Margate City, County of Atlantic, State of New Jersey duly considers participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:
TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the City of Margate City

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Margate City Board of Commissioners is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

ROLL CALL:

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Becker		X	X			
Amodeo			X			
Blumberg	X		X			

Resolution #222-2019
RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE
PROVISION OF ROCK SALT SUPPLY SERVICE
FOR THE ATLANTIC COUNTY COOPERATIVE PURCHASING SYSTEM

WHEREAS, the Atlantic County Cooperative Purchasing System is the current and acting lead purchasing agency, pursuant to N.J.S.A 40A:11-11(6) and N.J.A.C 5:34-7.21 to 7.26, for the Rock Salt Bid 2019-2020; and

WHEREAS, on behalf of the Participating Members, Atlantic County Cooperative Purchasing System publicly advertised bids for the purpose of procuring Rock Salt Supply Service; and

WHEREAS, Atlantic County Cooperative Purchasing System received and opened bids on Friday, June 14, 2019 for Rock Salt Supply Service for the Atlantic County Cooperative; and

WHEREAS, Mid-Atlantic Salt, LLC, 197 New Castle Road, Butler, PA. 16001 was the lowest responsible bidder for the Rock Salt bid at \$56.88 per ton. The City of Margate City, in Atlantic County, State of New Jersey, hereby acknowledges and accepts this bid rate for a service period of ten months, commencing September 1, 2019 thru May 31, 2020; and

WHEREAS, on behalf of the Participating Members, Atlantic County Cooperative Purchasing System has executed a master agreement with Mid-Atlantic Salt, LLC for the needs of the participating members of Atlantic County Cooperative Purchasing System as described above commencing on the above specified dates; and

WHEREAS, the Chief Finance Officer has certified to the City Commissioners that there are adequate funds available for the purpose of contract in the following account: Streets- Sand and Salt 9-01-26-290-280 \$10,000.00 and 0-01-26-290-280 \$46,880.00 contingent upon sufficient funds being appropriated in the 2020 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby approve the City of Margate City, in the County of Atlantic, State of New Jersey to enter into a contract for the provision of Rock Salt Supply Service thru the Atlantic County Cooperative Purchasing System in the amount not to exceed \$56,880.00.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker		X	X			
Amodeo			X			
Blumberg	X		X			

CERTIFICATION OF AVAILABILITY OF FUNDS

Pursuant to 40A:4-57, I, Lisa McLaughlin, Chief Financial Officer of the City of Margate, County of Atlantic, do hereby certify that the below listed funds are available.

Contract:

PROVISION OF ROCK SALT SUPPLY SERVICE
1000 Tons at \$56.88/ton

Resolution #: 222-2019**Vendor:**

Mid-Atlantic Salt, LLC
197 New Castle Road
Butler, PA 16001

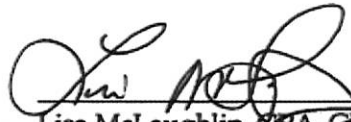
Contract Amount:

\$56,800

Source of Funds:

Street - Sand & Salt	9-01-26-290-280	\$10,000	
Street - Sand & Salt	future year budget 0-01-26-290-280		\$46,800

contingent upon sufficient funds being appropriated in the 2019 budget



Lisa McLaughlin, CPA, CMFO
Chief Municipal Finance Officer
Margate City, New Jersey

10/17/19

Date

RESOLUTION #225-2019
AUTHORIZING CHANGE ORDER #1 (INCREASE)
FY 2016 SAFE ROUTE TO SCHOOL INFRASTRUCTURE PLAN PROJECT

WHEREAS, the Board of Commissioners of the City of Margate City in the County of Atlantic, State of New Jersey authorized Resolution # 183-2019, August 1, 2019 awarding contract to L. Feriozzi Concrete Company, 3031 Sunset Avenue, Atlantic City, NJ 08401, as per their proposal for the FY 2016 Safe Route to School Infrastructure Plan Project, in an amount of \$417,753.00; and

WHEREAS, City Engineer, Ed Dennis, has prepared a letter dated October 14, 2019 regarding an increase in Change Order #1 that related to tree removal in the amount of \$4,400.00.00, resulting in a new contract total of \$4,400.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount of \$4,400.00 available under Ordinance # 22-2018 account #C-04-55-983-903 for approval of this change order.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City in the County of Atlantic, State of New Jersey, does hereby approve Change Order No. 1 to the contract with L. Feriozzi Concrete Company, 3031 Sunset Avenue, Atlantic City, NJ 08401: and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer

2. Ed Dennis, City Engineer
3. L. Feriozzi Concrete Company, 3031 Sunset Avenue, Atlantic City, NJ

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker		X	X			
Amodeo			X			
Blumberg	X		X			

Certification Of Availability of Funds

This is to certify to the of the City of Margate City that funds for the following resolutions are available.

Contract Amount: 422,153.00
 Resolution Date: 10/17/19
 Resolution Number: 225-2019

Vendor: FERIOZZI L FERIOZZI CONCRETE COMPANY
 3010 SUNSET AVENUE
 ATLANTIC CITY, NJ 08401

Contract: U1350000 FY2016 Safe Route to Schools
 Infrastructure Plan Project

Account Number	Amount	Department Description
C-04-55-983-903	4,400.00	Ordinance 22-2018
Total	4,400.00	

Only amounts for the 2019 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


 Chief Financial Officer


Adjournment:

There being no further business, Mayor Becker called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Blumberg and seconded by Mayor Becker to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 5:00 p.m.

Board of Commissioners of the City of Margate City, New Jersey


 Mayor, Michael Becker


 Commissioner John F. Amodeo


 Commissioner Maury Blumberg

Attest:  Johanna Casey, RMC Municipal Clerk