

**CITY OF BRIGANTINE
COUNCIL MEETING AGENDA
JANUARY 7, 2026 – 5:00 P.M.**

Flag Salute

Opening Prayer

Open Public Meetings Act Announcement

Executive Session Resolution 2026-01 Topics to be Discussed:

Executive Session _____ P.M.

Return from Executive Session _____ P.M.

Approval of Minutes December 17, 2025 Council Meeting Minutes

Approval of Bills Bill Requisition List

Public Comment on Agenda Items Only

Ordinance- Introduction 2026-1

- Ordinance 2026-01 – 2026 Cap Bank Ordinance

Reorganization Resolutions (Annual Appointments & Organizational Items)

- Resolution 2026-02 – Municipal Attorney
- Resolution 2026-03 – Bond Counsel
- Resolution 2026-04 – Labor Counsel
- Resolution 2026-05 – Municipal Auditor
- Resolution 2026-06 – Engineering Pool
- Resolution 2026-07 – Municipal Prosecutor
- Resolution 2026-08 – Public Defender
- Resolution 2026-09 – Risk Management Consultant
- Resolution 2026-10 – Health Benefits Consultant
- Resolution 2026-11 – Planning & Grants
- Resolution 2026-12 – Disclosure Agent
- Resolution 2026-13 – Financial Advisor
- Resolution 2026-14 – Municipal Engineer
- Resolution 2026-15 – Project Management Consultant
- Resolution 2026-16 – IT Services
- Resolution 2026-17 – Council Dates 2026
- Resolution 2026-18 – Temporary Budget 2026
- Resolution 2026-19 – Delinquent Tax Interest & Grace Period
- Resolution 2026-20 – Newspapers & Online Posting
- Resolution 2026-21 – Government Unit Deposit Act
- Resolution 2026-22 – Cash Management Plan 2026

Regular Business Resolutions

- Resolution 2026-23 – Contract Award: Personal Touch Painting
- Resolution 2026-24 – Contract Award: Frank Mazza & Son, Inc.
- Resolution 2026-25 – Refund: Recreation Class CER
- Resolution 2026-26 – Share Services Agreement– Brigantine Golf Course

**CITY OF BRIGANTINE
COUNCIL MEETING AGENDA
JANUARY 7, 2026 – 5:00 P.M.**

Consent Agenda

- Elks #1136
- VFW #1137

Council / Manager / Committee Discussion

Public Comment

Council Comments

Adjournment _____ P.M.

The City Council of the City of Brigantine reserves the right to consider, discuss and/or take any formal action upon resolutions or ordinances not appearing on the printed agenda.

**CITY OF BRIGANTINE
ORDINANCE NO. 1 OF 2026**

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO
ESTABLISH A CAP BANK FOR CALENDAR YEAR 2026**

(N.J.S.A. 40A: 4-45.14)

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

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

WHEREAS, the City Council of the City of Brigantine in the County of Atlantic finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council determines that a 1% increase in the budget for said year, amounting to \$301,759.97 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Brigantine, in the County of Atlantic, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the City of Brigantine shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,056,159.90 and that the CY 2026 municipal budget for the City of Brigantine be approved and adopted in accordance with this ordinance; and,

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

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

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

**CITY OF BRIGANTINE
RESOLUTION 2026-17**

ESTABLISHING THE 2026 CITY COUNCIL MEETING DATES

WHEREAS, the City Council of the City of Brigantine must establish its regular meeting schedule for the 2026 calendar year; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-18, requires that public bodies adopt and post an annual schedule of regular meetings; and

WHEREAS, the City Council has determined the dates and times for its regular meetings for the 2026 calendar year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGANTINE THAT:

SECTION I.

The following dates are hereby designated as the **regular meetings of the City Council of the City of Brigantine for the year 2026**, to be held in Council Chambers, City Hall, 1417 W. Brigantine Avenue, Brigantine, New Jersey, at 5:00 p.m., unless otherwise noted:

Month	Meeting Dates
January	January 7 • January 21
February	February 4 • February 18
March	March 4 • March 18
April	April 1 • April 15
May	May 6 • May 20
June	June 3 • June 17
July	July 15
August	August 5 • August 19
September	September 2 • September 16
October	October 7 • October 21
November	November 4
December	December 2 • December 16

SECTION II.

The City Clerk is hereby directed to post, publish, and distribute this schedule in accordance with the Open Public Meetings Act.

SECTION III.

This Resolution shall take effect immediately.

CERTIFICATION

I, Christine Murray, RMC, City Clerk of the City of Brigantine, County of Atlantic, State of New Jersey, do hereby certify that the foregoing is a true and lawful copy of a resolution adopted by the City Council at its meeting held on January 7, 2026.

Christine Murray, RMC
City Clerk

**CITY OF BRIGANTINE
RESOLUTION 2026-18**

2026 TEMPORARY BUDGET

WHEREAS, 40A:4-19 provides that if any contracts, commitments or payments are to be made prior to the adoption of the budget, the Governing Body shall, by resolution adopted within the first 30 days of the beginning of the fiscal year, make appropriations to provide for the period between the beginning of the fiscal year and the adoption of the budget; and

WHEREAS, the total of the appropriations so made shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year excluding, in both instances, appropriations made for interest and debt redemption charges and capital improvement fund; and

NOW, THEREFORE, BE IT RESOLVED by the Brigantine City Council that the following temporary appropriations be made for the period beginning January 1, 2026, and ending with the adoption of the 2026 municipal budget:

- **Current Fund: \$9,193,877.00**
- **Utility Fund: \$1,291,998.00**

Certified to be a true copy of a Resolution adopted by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, on the 7th day of January, 2026.

CITY OF BRIGANTINE

**Christine Murray, RMC
City Clerk**

**Albert Stanley
Chief Financial Officer**

CURRENT FUND

6-01-20-100-101	General Administration Salary & Wage	40,000.00
6-01-20-100-299	Miscellaneous	22,000.00
6-01-20-110-101	Mayor & Council SW	14,000.00
6-01-20-110-299	Miscellaneous	2,000.00
6-01-20-120-101	Municipal Clerk Salary & Wage	30,000.00
6-01-20-120-299	Miscellaneous	22,000.00
6-01-20-130-101	Finance Salary & Wages	52,000.00
6-01-20-130-299	Miscellaneous	13,000.00
6-01-20-131-201	Annual Audit	12,000.00
6-01-20-132-201	EMS Billing	4,500.00
6-01-20-133-202	Grant Coordinator	9,000.00
6-01-20-145-101	Revenue Administration S&W	33,000.00
6-01-20-145-235	Service Contracts	9,500.00
6-01-20-150-101	Tax Assessment S&W	41,000.00
6-01-20-150-299	Professional Services	9,000.00
6-01-20-155-352	Prosecutor	16,000.00
6-01-20-155-353	General Legal	60,000.00
6-01-20-155-354	Special Council	8,000.00
6-01-20-155-356	Labor Attorney	27,000.00
6-01-20-170-229	Miscellaneous	40,000.00
6-01-21-180-101	Planning Board S&W	3,000.00
6-01-21-180-299	Miscellaneous	11,000.00
6-01-22-195-101	Construction S&W	102,000.00
6-01-22-195-299	Miscellaneous	11,000.00
6-01-23-210-375	Workers Compensation	175,000.00
6-01-23-210-378	Flood Insurance	9,000.00
6-01-23-210-379	Other Insurance	1,800.00
6-01-23-210-380	JIF General Liability/Property/Auto	77,000.00
6-01-23-220-362	Health Insurance	600,000.00
6-01-23-220-363	Optical Insurance	4,000.00
6-01-23-220-364	Dental Insurance	27,000.00
6-01-23-230-301	Health Benefit Waiver\Cafe 125	52,500.00
6-01-25-240-101	Police Regular Salary and Wages	925,000.00

6-01-25-240-102	Police Dispatchers Regular Salary & Wage	157,000.00
6-01-25-240-103	Crossing Guards Salary & Wage	10,000.00
6-01-25-240-104	Police Clerical Salary & Wages	31,500.00
6-01-25-240-111	Police Overtime	40,000.00
6-01-25-240-122	Dispatchers Overtime	14,000.00
6-01-25-240-299	Miscellaneous	70,000.00
6-01-25-252-101	OEM Regular Salary & Wages	3,000.00
6-01-25-252-111	OEM Overtime	0.00
6-01-25-252-213	Data Processing Supplies	3,000.00
6-01-25-265-101	Fire Department Regular Salary & Wages	1,000,000.00
6-01-25-265-111	Fire Department Overtime	79,000.00
6-01-25-265-299	Miscellaneous	70,000.00
6-01-25-266-101	Fire Prevention Regular Salary & Wages	80,000.00
6-01-25-266-299	Miscellaneous	6,000.00
6-01-26-290-101	Streets & Roads Regular Salary & Wages	121,600.00
6-01-26-290-111	Streets & Roads Overtime	6,600.00
6-01-26-290-299	Miscellaneous	20,000.00
6-01-26-295-201	Snow Removal	20,000.00
6-01-26-300-101	Public Works Regular Salary & Wages	50,000.00
6-01-26-300-299	Miscellaneous	16,000.00
6-01-26-302-101	Building & Grounds Regular Salary & Wage	190,000.00
6-01-26-302-111	Building & Grounds Overtime	7,000.00
6-01-26-302-299	Miscellaneous	108,000.00
6-01-26-303-101	Vehicle Maintenance Regular S&W	24,000.00
6-01-26-303-111	Vehicle Maintenance Overtime	2,100.00
6-01-26-303-232	Vehicle Main. & Repair- Fleet Expenses	39,375.00
6-01-26-304-295	Golf Course O\E	252,000.00
6-01-26-305-101	Recycling Regular Salary & Wages	10,000.00
6-01-26-305-299	Miscellaneous	3,800.00
6-01-26-306-202	Open Containers	40,000.00
6-01-26-306-203	ACUA - Trash Collection	263,000.00
6-01-26-306-204	Condo Reimbursement	12,000.00
6-01-26-306-205	ACUA - Recycling	79,000.00
6-01-27-340-299	Animal Control	5,000.00
6-01-28-370-101	Salaries & Wages	79,000.00
6-01-28-370-299	Miscellaneous	7,000.00
6-01-28-381-101	Beach Fee Salary and Wage	52,500.00
6-01-28-381-299	Miscellaneous	5,000.00
6-01-30-416-299	Storm and Snow Removal	15,000.00
6-01-31-425-299	Contractual	36,750.00
6-01-31-430-201	Electric	68,250.00

6-01-31-430-205	Telephone	36,225.00
6-01-31-430-207	Natural Gas	18,375.00
6-01-31-430-209	Fuel - Vehicles	52,500.00
6-01-31-430-372	Comcast Cable	4,200.00
6-01-31-435-361	Street Lighting	62,000.00
6-01-36-471-302	PERS	595,993.00
6-01-36-472-302	Social Security	262,500.00
6-01-36-472-303	NJ Unemployment Tax	5,250.00
6-01-36-473-306	Lifeguard Pension	15,750.00
6-01-36-475-303	Police and Fire Pension	2,533,659.00
6-01-36-480-310	DCRP	1,050.00
6-01-43-490-101	Municipal Court Salaries & Wages	40,000.00
6-01-43-490-299	Miscellaneous	4,200.00
6-01-43-495-299	Public Defender	4,000.00
	Totals	9,193,877.00

UTILITY OPERATING

6-09-55-501-101	Regular Salary & Wages	360,000.00
6-09-55-501-111	Overtime	10,000.00
6-09-55-502-299	Miscellaneous	750,000.00
6-09-55-540-301	PERS	148,998.00
6-09-55-541-303	Social Security	23,000.00
	Totals	1,291,998.00

**CITY OF BRIGANTINE
RESOLUTION 2026-19**

**FIXING THE RATE OF INTEREST TO BE CHARGED
ON DELINQUENT TAXES AND SETTING THE GRACE PERIOD**

WHEREAS, N.J.S.A. 54:4-67 governs the interest rates to be charged on delinquent taxes and allows the governing body to set a grace period not to exceed ten (10) calendar days, and

WHEREAS, interest on delinquent taxes may be fixed at a rate of 8% of the first \$1,500.00 of delinquency, and at a rate of 18% on that the portion of the delinquent tax balance which is in excess of \$1,500; and

WHEREAS, P.L. 1991 c75,s.39 provides that a penalty of 6% may be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay the delinquency prior to the end of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED by Mayor and Council of the City of Brigantine, County of Atlantic, State of New Jersey, as follows:

1. That the Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes becoming delinquent after due date and 18% per annum on any amount of taxes in excess of \$1,500.00 becoming delinquent after due date.
2. That the Tax Collector is hereby authorized and directed to charge a 6% penalty to those properties who fail to pay delinquencies in excess of \$10,000.00 prior to the end of the fiscal year.
2. That the Tax Collector is instructed that no interest shall be charged if a Payment of a tax installment is received by the Tax Collector within the tenth (10) calendar day following the date upon which that tax installment became payable.

CERTIFICATION

I, Christine Murray, RMC, City Clerk of the City of Brigantine, County of Atlantic, State of New Jersey, do hereby certify that the foregoing is a true and lawful copy of a resolution adopted by the City Council at its meeting held on January 7, 2026.

Christine Murray, RMC
City Clerk

**CITY OF BRIGANTINE
RESOLUTION 2026-20**

**DESIGNATION OF OFFICIAL NEWSPAPERS THROUGH FEBRUARY 2026 AND
ESTABLISHMENT OF ONLINE PUBLIC NOTICE POSTING**

WHEREAS, the City of Brigantine is required by law to designate an official newspaper or newspapers for the publication of legal notices and other municipal matters; and

WHEREAS, Public Law 2025, c. 72 becomes effective on March 1, 2026 eliminating the need or requirement for physical newspaper publication and instead creating online publications on the City's official website; and

WHEREAS, the Governing Body seeks to ensure that all required public information is published in newspapers of general circulation that reliably serve the residents of Brigantine until such time that the City takes over with all official publications on the City's website;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey that:

In conformance with Public Law 2025, c. 72, which becomes effective on March 1, 2026, the City designates the Atlantic City Press, the Philadelphia Inquirer and the Times the Official Newspapers for all public notices required by law from January 1, 2026 through February 28, 2026. Effective March 1, 2026, all municipal public notices shall be posted on the City's Official Website, www.brigantinebeach.org and non-public entities seeking to publish notices shall also utilize an "online news publication" which, according to statute, is a news publication in electronic format that contains news on matters of public concern, has published news predominantly in the English language at least once per week for at least one year continuously, is based upon the geographic target of Atlantic County, maintain notices in a manner that is fully accessible and searchable by members of the public at all times, maintains an archive for at least one year, displays the notice for at least one week or longer if required by law, ensures adequate security and recovery, does not charge a fee, registration or subscription to view legal notices, maintains up to \$1 million in media liability coverage, has continuous operation for at least three years and receives at least 4,000 unique monthly visits on average as calculated annually, no less than 50 percent of which shall be from IP addresses with the City or within a 10 mile radius of the City.

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY.

Certified to be a true copy of a Resolution adopted by the Municipal Council for the City of Brigantine, County of Atlantic and State of New Jersey, on the 7th day of January, 2026.

Christine Murray, RMC City Clerk

**CITY OF BRIGANTINE
RESOLUTION 2026-21**

DESIGNATING OFFICIAL DEPOSITORYES FOR CITY FUNDS

BE IT RESOLVED by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey, that the **State of New Jersey Cash Management Fund** and any other depositories designated by the City Council be and they are hereby designated as official depositories for the deposit of City funds.

Deposits shall be made only in institutions authorized by law to receive municipal funds and which have filed the required **Governmental Unit Deposit Protection Act (GUDPA) certification with the City of Brigantine.**

This designation shall remain in effect for the calendar year 2026 or until superseded by subsequent resolution.

CERTIFICATION

I, Christine Murray, RMC, City Clerk of the City of Brigantine, County of Atlantic, State of New Jersey, do hereby certify that the foregoing is a true and lawful copy of a resolution adopted by the City Council at its meeting held on January 7, 2026.

**Christine Murray, RMC
City Clerk**

**CITY OF BRIGANTINE
RESOLUTION 2026-22**

ADOPTING THE 2026 CASH MANAGEMENT PLAN

CASH MANAGEMENT PLAN OF THE CITY OF BRIGANTINE, COUNTY OF ATLANTIC

- I. STATEMENT OF PURPOSE** This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A: 5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the City of Brigantine, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to ensure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to ensure that any Deposit or Permitted Investment matures within the same period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments. 21 - 01 - 04 - 036

- II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN A.**

The plan is intended to cover all deposits and/or all investments of the funds of the City of Brigantine including but not limited to: Current Fund, Utility Fund, Payroll Trust, Payroll Agency, Developers' Escrow Trust Funds, Municipal Court General Account Municipal Court Bail Account, Other Trust Accounts, General Capital Account, and Utility Capital Account

- III. DESIGNATION OF OFFICIALS AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN**

The Chief Financial Officer (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Brigantine are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials. The Chief Financial Officer is further authorized to make interfund transfers between the City Funds as may be necessary from time to time. The Chief Financial Officer is authorized to make such transfers and/or any and all payments by wire transfer as necessary.

- IV. DESIGNATION OF DEPOSITORYIES**

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of deposit which are not otherwise invested in Permitted Investments as provided for in this Plan: Ocean First Bank, TD Bank, Bank of America, Manasquan Savings NJ ARM Program NJ Cash Management Fund NJ Cash Management Fund. All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIAL MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated firms with whom the Designated Official(s) of the City of Brigantine referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above. NJ Cash Management Fund, NJ ARM Program

VI. AUTHORIZED INVESTMENTS

Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments: (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America; (2) Government money market mutual funds; (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor; (4) Bonds or other obligations of the Local Unit or bonds or other obligations of the school districts of which the Local Unit is a part or within which the school district is located; (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units; (6) Local government investment pools; (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L.1977, Ch. 281 (C.52: 18A-90.4); or (8) Agreements for the repurchase of fully collateralized securities if: (a) The underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a; (b) The custody of collateral is transferred to a third party; (c) The maturity of the agreement is not more than 30 days; (d) The underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17: 19- 41); and (e) A master repurchase agreement providing for the custody and security of collateral is executed. For purposes of the above language, the terms "governmental money market mutual fund" and "local government investment pool" shall have the following definitions: Page 5 of 8

Government Money Market Mutual Fund An investment company or investment trust: (a) Which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 USC sec. 80a-1 et seq., and operated in accordance with 17 CFR sec. 270.2a-7. (b) The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 CFR sec 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and (c) Which has: (1) Attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or (2) Related investment advisor registered or exempt from registration with the Securities and Exchange

Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 6 months and with assets under management in excess of \$500 million. Local Government Investment Pool An investment pool: (a) Which is managed in accordance with 17 C.F.R. sec 270.2a-7; (b) Which is rated in the highest category by a nationally recognized statistical rating organization; (c) Which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; (d) Which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52: 14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investment; (e) Which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the Page 6 of 8 same of interest rate adjustment, to have a market value that approximates their par value, or net asset value; and (f) Which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a National or Statebank located within this State, or through a broker-dealer which, at the same of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C49: 3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in the U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City of Brigantine, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for designation on of such investments in the name of the City of Brigantine to assure that there is no unauthorized use of the funds or the Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to ensure that such Permitted Investments are either received by the City of Brigantine or by a third-party custodian prior to or upon the release of the City of Brigantine's funds. To assure that all parties with whom the City of Brigantine deals either by way of Deposits or Permitted Investments are aware of the authority and the limits sets forth in the Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s)

VIII. CITY DEBT POLICY

The City Debt policies is to remain compliant with and under the maximum allowed by statutory requirements of 3.5% allowed based on a three-year equalized evaluation. The City policy is to increase debt as debt current debt is retired to maintain a level budget from year to year.

IX. FUND BALANCE

Fund Balance is utilized and compliant with New Jersey Statutory requirements. The City projects and budgets on a five year plan. The goal is increase fund balance every year by revenue streams not including property taxes and reduction of spending. The amount of surplus used in the budget will remain relatively flat.

X. TIME OF PLAN

This plan will be in effect from January 1, 2026 to December 31, 2026 with subject to change when and if necessary.

**CITY OF BRIGANTINE
RESOLUTION 2026-23**

**AUTHORIZING A CONTRACT WITH PERSONAL TOUCH PAINTING FOR INTERIOR
PAINT WORK AT THE LINKS CLUBHOUSE**

WHEREAS, the City of Brigantine solicited 3 quotes for the interior paint job at the Links Clubhouse (large room, bar area, pro shop, men & women's bathrooms, office and general manager office);

WHEREAS, Personal Touch Painting was the lowest responsible bidder;

WHEREAS, the City is to enter a contract with Personal Touch Painting in the amount of \$14,500.00;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, that a contract be executed for Personal Touch Painting, PO BOX 1322, Absecon, NJ 08201;

BE IT FURTHER RESOLVED that Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in Accounts No. C-04-24-012-800;

Certified to be a true copy of a Resolution adopted by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, on the 7th day of January, 2026.

CITY OF BRIGANTINE

Christine Murray, RMC
City Clerk

Albert Stanley
Chief Financial Officer

**CITY OF BRIGANTINE
RESOLUTION 2026-24**

**AUTHORIZING A CONTRACT WITH FRANK MAZZA & SON, INC., FOR THE
INSTALLATION OF NEW CARPET AT THE LINKS CLUBHOUSE**

WHEREAS, the City of Brigantine is in need of new carpeting at the Links Clubhouse;

WHEREAS, Frank Mazza & Son, Inc., has provided a quote and is a vendor on State Contract 23-FOOD-47763; and

WHEREAS, the City is to enter into a contract with Frank Mazza & Son, Inc., for the amount of \$20,331.45;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, that a contract be executed with Frank Mazza & Son, Inc., PO BOX 226, Hammonton, NJ 08037;

BE IT FURTHER RESOLVED that Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in Accounts No. C-04-24-012-800;

Certified to be a true copy of a Resolution adopted by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, on the 7th day of January, 2026.

CITY OF BRIGANTINE

Christine Murray, RMC
City Clerk

Albert Stanley
Chief Financial Officer

**CITY OF BRIGANTINE
RESOLUTION 2026-25**

AUTHORIZING A REFUND OF A RECREATION CLASS

WHEREAS, Nanci Maisano made a payment of \$116.00 for a recreation class and;

WHEREAS, a refund of \$24.00 is necessary due to a transfer;

NOW, THEREFORE BE IT RESOLVED, by the governing body of the City of Brigantine, County of Atlantic, State of New Jersey, that \$24.00 be refunded to Nanci Maisano 207 Winnewood Drive Absecon, NJ 08201,

BE IT FURTHER RESOLVED that Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in Account #6-01-55-910-019

Certified to be a true copy of a Resolution adopted by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, on the 7th day of January, 2026

CITY OF BRIGANTINE

Christine Murray, RMC
City Clerk

Albert Stanley
Chief Financial Officer

**CITY OF BRIGANTINE
RESOLUTION 2026-26**

**AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE
CITY OF BRIGANTINE AND THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY
FOR THE OPERATION OF THE LINKS AT BRIGANTINE GOLF COURSE**

WHEREAS, the City of Brigantine owns and operates the public golf facility commonly known as the Links at Brigantine Golf Course; and

WHEREAS, the Atlantic County Improvement Authority (“ACIA”) is authorized pursuant to N.J.S.A. 40:37A-54 and N.J.S.A. 40:37A-77 to manage and operate recreational facilities for the benefit of the public; and

WHEREAS, the Municipality and ACIA desire to enter into a Shared Services Agreement for the continued management and operation of the Links at Brigantine Golf Course for the period January 1, 2026 through February 28, 2026; and

WHEREAS, the Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey, that the Shared Services Agreement with the Atlantic County Improvement Authority, attached hereto as Exhibit A, is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement on behalf of the City, and the City Clerk is authorized to attest to the same; and

BE IT FURTHER RESOLVED that a fully executed copy of the Agreement shall be kept on file in the Office of the City Clerk.

CERTIFICATION

I, Christine Murray, RMC, Municipal Clerk of the City of Brigantine, do hereby certify that the foregoing is a true copy of a Resolution adopted by the City Council of the City of Brigantine at a meeting held on **January 7, 2026**.

Christine Murray, RMC
Municipal Clerk

**AGREEMENT BETWEEN THE CITY OF BRIGANTINE AND THE ATLANTIC
COUNTY IMPROVEMENT AUTHORITY CONCERNING THE OPERATION OF THE
LINKS AT BRIGANTINE GOLF COURSE**

THIS AGREEMENT is made this _____ day of _____, _____ by and between the CITY OF BRIGANTINE (, a municipal corporation, having a mailing address of 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203) (hereinafter referred to as the "Municipality", and the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey, having a mailing address of 600 Aviation Research Boulevard, Egg Harbor Township, NJ 08234 (hereinafter referred to as the "Authority") (the "Municipality" and the "Authority", collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Municipality is the owner and the operator of a certain public golf facility located in the City of Brigantine and County of Atlantic, and commonly known as the Links at Brigantine (hereinafter the "Golf Course"), and

WHEREAS, the Golf Course was acquired by the Municipality in 2003, with funding provided by the New Jersey Green Acres program, and

WHEREAS, the Golf Course currently includes a 6,570 par 72 course, a putting green, a golf cart storage barn, along with a club house that includes administrative offices, a pro-shop, and a food-service area, and

WHEREAS, the Golf Course has averaged approximately 23,000 rounds of play per year over the last five years, and

WHEREAS, pursuant to N.J.S.A. 40:37A-77, the Municipality by resolution of its governing body is empowered, without any referendum or public or competitive bidding to sell, lease, lend, grant or convey to the Authority, or to permit the Authority to use, manage and operate, as part of any public facility, any real or personal property which may be necessary or useful and convenient for the purposes of the Authority and accepted by the Authority, and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2) any purchase, contract or agreement can be made by any Municipality with any authority thereof, without public advertising for bids or bidding therefore, and

WHEREAS, pursuant to N.J.S.A. 40:37A-54, the Authority is empowered to improve, further, and promote the tourist, industries and recreational attractiveness of the County through

the planning, acquisition, construction, improvement, management and operation of facilities for the recreation and entertainment of the public, and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Municipality and the Authority, each binding itself and its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I: DEFINITIONS

Administrative Expenses shall mean the necessary and reasonable expenses of the Authority in performance of its obligations under this Agreement, e.g., accounting and professional services.

Capital Improvements shall mean new buildings or permanent structures (or replacements thereof) and capital investments made to improve the golf course grounds and surrounding area, approved and agreed in advance by the Municipality, with the object of enhancing visual appeal, playability and the overall golf experience of the course.

Executive Director shall mean the Executive Director of the Authority.

Operating Expenses shall mean the necessary and reasonable expenses of operating and managing the Golf Course, excluding maintenance obligations that are retained by the Municipality, as set forth herein.

ARTICLE II: MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Golf Course Improvements: The Golf Course's improvements, fixtures and equipment include the main Golf Course along with practice greens, a club house with a pro-shop, cart barn and maintenance building, parking areas and driveways, lighting, irrigation system, landscaping and related out-buildings (collectively referred to as the "Golf Course").

Responsibility for the maintenance of the Golf Course and facilities shall be shared by the Authority and the Municipality. Maintenance activities shall include (but not necessarily be limited to), clean up and removal of litter and debris on a daily basis from the Golf Course grounds, street and sidewalk sweeping, keeping all improvements, fixtures and equipment operational and in good working order, mowing, pruning and maintaining all grass and other vegetation, grading sand traps, and generally ensuring that the Golf Course is kept in a condition that the Municipality deems generally acceptable for public use and enjoyment.

Day to day maintenance of the golf course grounds shall be performed by a full time Golf Course Superintendent, who will supervise a staff of year round and/or seasonal Greens Keepers and a golf course mechanic. Employee staffing will be at levels deemed appropriate by the Authority and approved by the Municipality in the annual golf course budget. These positions

shall be filled by Authority employees and shall ultimately report to the Executive Director of the Authority.

B. Golf Course Equipment: Equipment currently owned by the Municipality in connection with Golf Course operations include (but is not necessarily limited to) mowers, turf maintenance equipment, golf ball retrieval equipment, pro-shop fixtures and equipment, club house and office fixtures and equipment, miscellaneous hand tools and point of sale system, ID machine, safe and computer equipment.

The Golf Course equipment shall remain Municipal property, but shall be made available for the use and benefit of the Authority in connection with day to day operation and management of the Golf Course. All equipment shall be provided to the Authority "as is" and "where is", with no warranty, representation or guarantee by the Municipality of any kind, express, implied or otherwise. Routine maintenance of the golf course equipment shall be the responsibility of the Authority and the Golf Course Superintendent. The Municipality shall remain responsibility for the costs of repair or replacement, as may be necessary due to ordinary wear and tear. The Authority shall have the initial duty to notify the Municipality when repair or replacement of fixtures or equipment appears to be necessary.

C. Management of Golf Course Operations: Day to day Golf Course operations, including management of public use and access, collection of greens fees, cart rentals, advertising, coordination of special events and outreach to local schools and other potential user groups, administration and record keeping, inspections and oversight of operations shall be managed by the Authority. The Authority will work with the Municipality and meet the following overall goals: to provide affordable, enjoyable recreation to Brigantine residents; to recommend and implement operational changes that will maximize revenue and rounds of play; to make recommendations to the Municipality that will reduce operating expenses and maximize efficiency; and to identify opportunities for physical improvements that will enhance the appearance, condition and playability of the course leading to a more enjoyable golf experience for the patrons.

All employees are employees of the Atlantic County Improvement Authority. The Executive Director of the Authority is ultimately responsible to the Municipality with regard to the Links at Brigantine. Monthly reports will be generated for submission to the Municipality and meetings will be held at agreed upon intervals (i.e. monthly) between the Authority and the Municipality to review revenues, expenditures, year to date comparisons with previous years, deviations in revenue categories and other issues that may arise.

The Authority oversees the pro-shop operation to ensure that efficiencies and revenue are maximized and direct the Maintenance efforts and the activities of the Grounds Crew guaranteeing that there is a proper turf maintenance plan developed and executed and appropriate systems and protocols in place to immediately respond to conditions that threaten the quality of the turf and playability of the Course.

The Pro-shop Manager reports to the Authority's Golf Operation Manager. The Golf Operations Manager has the responsibility to work with the Pro-Shop Manager for the preparation, submission and execution of the overall Municipal approved budget and oversee his/hers daily activities and work with him/her to make sure that the systems and procedures are in place and refined if necessary to run the operation as efficiently as possible while meeting the goals of the Municipality. The Pro-Shop Manager will supervise the pro-shop attendants, golf course rangers, golf cart personnel and other support staff at levels deemed appropriate by the Authority in accordance with a budget approved by the Municipality in the annual golf course budget.

The Superintendent reports to the Authority's Head Superintendent. They have the responsibility to execute the required activities to maintain the course to expected standards and put in place a plan to improve conditions within the available budget. The Head Superintendent oversees the Superintendent's daily activities and prepares the turf maintenance plan for the season and the grounds budget required to execute the plan for submission to Golf Operations Manager incorporate it into the overall budget. The rest of the grounds crew reports to the Golf Course Superintendent.

D. Club House & Pro Shop: The Municipality additionally grants the right to the Authority and the Authority accepts responsibility to manage and operate the interior portion of the Club House and the Pro Shop, subject to the terms and conditions of this Agreement. The Authority shall keep the pro-shop fully stocked to meet patron needs.

E. Club House & Pro Shop Maintenance: The Municipality shall be responsible for routine maintenance and repair of the exterior portions of the Club House and Pro Shop, along with maintenance of structural elements (roof, siding, lighting, HVAC and security system and similar building components).

Routine interior maintenance of the Club House and Pro Shop, including daily trash clean up and janitorial services, shall be the responsibility of the Municipality.

F. Employees and Staffing Levels: The Authority shall maintain adequate staff, qualified to perform the tasks necessary to properly operate and maintain the Golf Course, and perform the tasks assigned by the terms of this Agreement.

- i. The Authority shall designate a specific person who shall serve as the Authority's Golf Course Operations Manager.
- ii. The Authority shall designate a specific person who shall serve as the Authority's Golf Course Superintendent.

- iii. The Authority may also elect to hire person(s) on a year round, seasonal or part time basis to tend to golf course operations, grounds maintenance, equipment maintenance.
- iv. The Authority shall be responsible for provision of salary, benefits, training, vacation/sick/administration time, for Authority employees in accordance with the approved golf course budget.
- v. Nothing herein shall be deemed to prevent a current Municipal employee from seeking employment with the Authority. Should the Authority choose to accept such employee, the position and responsibilities assigned to that employee shall be automatically reassigned to the Authority.

G. Level of Services: The Authority shall continue to provide the services or amenities currently provided at the Golf Course, at a level that is at least substantially similar to or better than the current levels of service. In addition, the Authority shall routinely endeavor to develop and offer new services and improve or enhance management of the Golf Course, and to further make the Golf Course more cost effective, subject to the limitations set forth elsewhere in this Agreement.

H. Cyber Security

Payment Card Security: Municipality hereby represents and warrants that it shall comply in all respects with the Payment Card Industry Data Security Standards, as such standards may be modified, revised, or replaced from time to time (“PCI DSS Compliant”). In furtherance, and not in limitation of the foregoing, Municipality shall maintain and implement industry best practices and procedures to ensure that it securely and without compromise, stores, processes and transmits cardholder data.

Data Security: Municipality shall establish and maintain reasonable data security procedures and other administrative, physical and technical safeguards (“Data Safeguards”) designed to protect the security, confidentiality and integrity of its data and will take reasonable measures to prevent the loss, theft or other unauthorized access or alteration of data in the possession or under the control of Municipality or to which Municipality has access (“Data”), which are no less rigorous than accepted security standards in the industry and meet or exceed the requirements of applicable law.

Municipality shall be solely responsible for all costs associated with all security breaches of Municipality’s network caused directly or indirectly by Municipality (including, if applicable, for notices to and credit monitoring for affected individuals). The Authority shall be solely responsible for all costs associated with all security breaches of Municipality’s network caused directly or indirectly by the Authority (including, if applicable, for notices to and credit monitoring for affected individuals).

I. Utilities: Accounts for electric, telephone, and any other utility services shall remain in the name of the Municipality and shall be paid on a regular basis when due by the Municipality.

ARTICLE III: TERM

The Parties desire to enter into this agreement for two (2) month, commencing January 1, 2026 and terminating February 28, 2026.

ARTICLE IV: PAYMENT

A. Net Revenue Payments: In consideration for the Municipality's grant to the Authority of the right to operate and manage the Golf Course as set forth in this Agreement, the Authority agrees that it shall pay to the Municipality net revenue generated by operation of the Golf Course. Net revenue shall be based upon the gross revenues of the Golf Course (including green fees, net pro shop sale, and any other revenue generated in connection with Golf Course operations), less operating and contractual management fees that are incurred by the Authority pursuant to this Agreement.. The base management fee will be a direct reimbursement of Authority staff's time to management the Golf Course.

B. Revenue Payment Due Date: Payments shall be due from the Authority to the Municipality on an annual basis within 30 days of the close of February's Golf Course operations. The final amount due will be based on the February 28 operating report.

ARTICLE V: GREEN ACRES AND BRIGANTINE CODE REQUIREMENTS

A. Green Acres Requirements; Public Access & Use of Facilities: The Authority acknowledges and agrees that the Golf Course property and operations are subject to the rules and requirements of the New Jersey Green Acres Program. This Agreement and all activities undertaken by the Authority hereunder shall be performed in accordance with and subject to the rules, regulations, and requirements of the New Jersey Green Acres Program, as such rules, policies and procedures now exist and may from time to time be amended.

B. Brigantine Code Amendments: The Authority acknowledges and agrees that the Golf Course property and operations are subject to the ordinances and rules of Brigantine Municipal government, as such policies and procedures now exist and may from time to time be amended.

ARTICLE VI: CARE, REPAIR AND ALTERATIONS

The Authority shall commit no act of waste and shall take good care of the Golf Course and shall make routine repairs and improvements required for the proper operation and management of the Golf Course. At the end of the term of this Agreement, all Golf Course equipment, fixtures, improvements made available for the Authority's use pursuant to this Agreement, along with any other items purchased with gross revenues generated by the Golf Course (excluding pro shop inventory that has been sold in the normal course of business) shall

be surrendered to the Municipality. All repairs and improvements made to the Golf Course shall become the property of the Municipality, upon installation.

The Municipality may also make any and all repairs, alterations, changes, installations, additions or improvements in, on, to or about the Golf Course that it deems expedient or necessary for the operation and management of the Golf Course subject to the limitations imposed herein. All work shall be accomplished in a good workmanlike manner and in accordance with all applicable laws.

ARTICLE VII: ASSIGNMENT AND SUBLetting

The Authority shall not, without the consent of the Municipality, which shall not be unreasonably withheld, enter into any agreements, concessions or license for the operation and management of the Golf Course and the operation of any concessions at the Golf Course, including but not limited to, food concession and pro shop concession. The Authority shall not enter into any such contract which shall be inconsistent with or otherwise deemed unacceptable by the New Jersey Green Acres Program.

ARTICLE VIII: ADDITIONAL SERVICES

Golf Course services that are assigned to the Authority pursuant to this Agreement shall be furnished by the Authority in a manner that is at a minimum consistent and equivalent to the level, type and quality of services that are currently provided at the Golf Course.

Services which are in addition to those services set forth in this Agreement that substantially exceed existing services and are not incidental or related to the services that have been assigned to the Authority by this Agreement may be initiated by the Authority, subject to review and prior approval of such additional and non- incidental services by the Municipality.

ARTICLE IX: INDEMNITY AND INSURANCE

After the commencement date hereof, the Authority shall indemnify and hold the Municipality harmless from and against any and all liabilities, fines, suits, claims, demands and actions, and reasonable costs and expenses due to or arising out of any default in observing, in the violation or nonperformance of any term, covenant, or condition of this Agreement on the part of the Authority to be observed and performed, and damage to person or property occasioned by the Authority's management and operation of the Golf Course and other services provided hereunder, provided, however, that the Authority shall have no obligation to defend or hold the Municipality harmless for any loss or damage due to the Municipality's maintenance of the Golf Course or due to the Municipality's own acts or failure to act.

The Municipality shall indemnify and hold the Authority, its members, officers and employees harmless for any loss or damage due to the Municipality's maintenance of the Golf Course or due to the Municipality's own acts or failure to act.

Each entity shall insure or self-insure statutory worker's compensation and employers liability with limits of \$500,000 per accident, \$500,000 for each employee and policy limit, for disease. During the terms of this Agreement, the Authority shall carry and maintain comprehensive public liability insurance, excluding property damage, insuring the Municipality and the Authority against liability for injury to persons or property occurring in or about the Golf Course or arising out of its operation and management of the Golf Course. The insurance shall have a limit of not less than \$500,000 for any one accident or occurrence, and excess coverage therefore to the limit of not less than \$2,000,000, provided that the aforesaid amount is acceptable to the Municipality's insurance manager's reasonable review.

Both the Authority and the Municipality will maintain blanket employee faithful performance coverage at \$250,000 per loss.

The Authority shall furnish to the Municipality copies or certificates of the policies and shall upon the expiration of the term of any such policy similarly furnish to the Municipality a copy of the certificate of each renewal policy. The Municipality shall be named as additional insured. The policy and each renewal thereof shall provide that it may not be cancelled by the insurer without thirty (30) days prior written notice to the Authority and the Municipality.

During the term of this Agreement, the Municipality shall insure the property at the Golf Course, including all improvements, equipment, furnishings, fixtures, appurtenances and personal property, including pro shop and food service inventories, except for such property which may be insured by any party operating a concession at the Golf Course, against damage and destruction by fire, including extended coverage, and other perils to the full replacement cost of items and shall maintain such insurance during the term of this Agreement.

The Municipality waives any right of recovery from the Authority for any loss of or damage to the Municipality's property (or resulting business income or extra expense) to the extent that such loss or damage is insured under or covered by the Municipality's property and/or boiler and machinery (equipment breakdown) insurance, regardless of the cause of origin, including the negligence of the Authority or its agents, employees, officers, or officials. To the fullest extent permitted by law, no property insurer of the Municipality shall hold any right of subrogation against the Authority or its agents, employees, officers, or officials. The Municipality shall advise its insurers of the foregoing, and such waiver shall be permitted under any property and/or time element insurance coverage maintained by the Municipality. Any deductible amount(s) selected by the Municipality or imposed by the Municipality insurers shall be the sole responsibility of the Municipality.

The Authority waives any right of recovery from the Municipality for any loss of or damage to the Authority's property (or resulting loss of income or extra expense) to the extent that such loss or damage is insured under or covered by the Authority's property insurance, regardless of the cause of origin, including negligence of the Municipality or its agents,

employees, officers, or officials. To the fullest extent permitted by law, no property insurer of the Authority shall hold any right of subrogation against the Municipality or its agents, employees, officers, or officials. The Authority shall advise its insurers of the foregoing and such waiver shall be permitted under any property and/or time element insurance policies or coverage maintained by the Authority. Any deductible amount(s) selected by the Authority or imposed by the Authority's insurers or group self-insurers shall be the sole responsibility of the Authority.

ARTICLE X: QUIET ENJOYMENT

The Municipality covenants that if and so long as the Authority shall perform the terms, covenants and conditions if applicable to the Authority hereunder, the Authority shall peaceably and quietly have and hold the right to manage and operate the Golf Course as set forth in this Agreement, for the agreed term, subject to the provisions contained elsewhere herein.

ARTICLE XI: CONTINGENCIES

This Agreement is contingent upon receipt by the Municipality and the Authority of governmental approvals, if any, required for the fulfillment by the Municipality and the Authority of the obligations imposed upon the respective parties hereunder, including but not limited to any Green Acres approval. The Municipality and the Authority agree to cooperate and assist each other in any and all actions which may be required for the application and receipt of any governmental approvals.

ARTICLE XII: MUNICIPALITY REPRESENTATIONS AND WARRANTIES

The Municipality makes the following representations and warranties to the Authority:

- A.** The Municipality has not received any notice of and has no knowledge of any condemnation or public taking of all or part of the Golf Course.
- B.** The Municipality has not received any notice of and has no knowledge of any violation of any governmental statute or regulation concerning the Golf Course, including but not limited to, any environmental statute or regulation.
- C.** The Municipality is the only owner of the real property used as the Golf Course, and that such ownership is subject to the restrictions and requirements of the New Jersey Green Acres Program.
- D.** Subject to any necessary governmental approvals, the Municipality has the ability to enter into this Agreement and to comply with the terms contained herein.

E. There are no existing liabilities or lawsuits against the Municipality with respect to the Golf Course.

F. There are no management contracts or other contracts affecting the Golf Course and the rights granted to the Authority hereunder.

G. There are no encroachments or restrictions which would affect the use of the Golf Course as a public golf course facility, except for any statutory restrictions, including the Green Acres regulations.

H. The Municipality has not leased or permitted any party to have any right to use, operate or maintain the Golf Course or any part thereof except as may be set forth in this Article.

I. The Municipality has operated the Golf Course in accordance with all applicable rules and regulations, including but not limited to, environmental rules and regulations.

J. The inventory, fixtures and equipment that the Municipality is making available to the Authority hereunder is in reasonable working order and to the knowledge of the Municipality, is fit for its intended purpose.

ARTICLE XIII: AUTHORITY REPRESENTATIONS AND WARRANTIES

The Authority makes the following representations and warranties to the Municipality :

A. The Authority is not subject to any agreements, contracts or obligations which would prevent the Authority from undertaking the obligations imposed upon the Authority hereunder.

B. The Authority is empowered by statute to operate and manage the Golf Course as a facility for the recreation and entertainment of the public.

C. The Authority shall, during the term of this Agreement, operate and properly manage the Golf Course as a municipal golf facility available to the public in accordance with applicable standards for a similar municipal golf facility and in accordance with any applicable laws, including as such policies and procedures now exists and may from time to time be amended.

D. All matters relating to direction, supervision and other interactions with employees of the Municipality shall be performed in accordance with the Personnel Policies and Procedures Manual of Brigantine, along with the policies and procedures of the Brigantine Department of

Public Works, as such policies and procedures now exists and may from time to time be amended.

E. The Authority shall not during the term of this Agreement permit any liens or encumbrances to be placed on the Golf Course or the equipment or improvements used for the operation thereof without the Municipality's prior written consent.

F. The Authority shall comply with the Local Public Contracts Law in the fulfillment of its obligations hereunder.

ARTICLE XIV: GOLF COURSE RATE STRUCTURE

The Authority agrees that it shall maintain golf related fees in accordance with as the same currently exists and as may from time to time be amended.

ARTICLE XV: COORDINATION AND COOPERATION

The Authority and the Municipality shall strive to coordinate in all matters related to management, maintenance and operation of the Golf Course. The Executive Director or the appropriate official shall meet Quarterly with the Municipality's Golf Course Advisory Committee, and the Authority's golf course Operations Manager shall meet on a weekly basis with the Municipality's designee, to receive input from the Municipality regarding operations and management of the Golf Course.

ARTICLE XVI: DEFAULT

If the Authority shall materially default in the performance of any covenant, term or condition of this Agreement, the Municipality shall give the Authority written notice of default. If the Authority does not cure any such default within thirty (30) days, (or, if the default is of such nature that it cannot be completely cured with such thirty (30) day period and the Authority does not commence reasonable measures to cure the default within thirty (30) days, and thereafter proceeds with reasonable diligence and in good faith to cure the default,) the Municipality may terminate this Agreement by giving seven (7) days prior notice to the Authority.

This Agreement shall terminate on the date specified in the notice, and the Authority shall quit and surrender the golf operation and management of the Golf Course and return the same to the Municipality, together with all equipment, inventory, improvements, fixtures and furnishings provided by the Municipality pursuant to this Agreement, along with all items purchased with gross revenues generated by the Golf Course operations.

ARTICLE XVII: NOTICES

All notices and submissions required hereunder shall be given or made by either party to the other, shall be in writing and forwarded by facsimile transmission (with written confirmation or receipt) followed by hard copy, or by certified mail, return receipt requested, and shall be effective upon receipt, if sent by facsimile transmission sending, if sent by certified mail:

To the City of Brigantine (Municipality):
1417 W. Brigantine Avenue
Brigantine, NJ 08203
Attention: Tige Platt, City Manager

To the Authority:
Atlantic County Improvement Authority
600 Aviation Research Boulevard
Egg Harbor Township, NJ 08234
Attention: Timothy D. Edmunds, P.E., Executive Director

ARTICLE XV111: COMPLIANCE WITH ALL APPLICABLE LAWS

The Municipality and the Authority shall cooperate in complying with any and all applicable laws and regulations, including but not limited to, any applicable Green Acres regulations. The Municipality agrees to assist the Authority in the furnishing of any information or the providing of any information or documentation which may be required for the compliance with any applicable law, statute or regulation. The Authority shall be responsible for obtaining any permits required for the operation and management of the Golf Course and shall operate and maintain the Golf Course in accordance with the Municipality rules and regulations governing the facility.

ARTICLE XIX: HEADINGS

Headings in this Agreement are for the convenience and reference only and shall not be used to interpret or construe the provisions contained herein.

ARTICLE XX: SEVERABILITY

If any one or more of the covenants or provisions in this Agreement to be performed on the part of the Authority and the Municipality should be contrary to law, then such covenant or covenants, provision or provisions, shall be deemed severable from the remaining covenants and provisions and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

ARTICLE XXI: AMENDMENT

Amendments to this Agreement shall be effective if in writing and approved by the Municipality and the Authority.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the date above written.

CITY OF BRIGANTINE:

Dated: _____, 2025

By: _____
Name: _____
Title: _____

**ATLANTIC COUNTY
IMPROVEMENT AUTHORITY:**

Dated: _____, 2025

By: _____
Name: _____
Title: _____



CITY OF BRIGANTINE CONSENT AGENDA

Brigantine Elks Lodge #2428 – RA 1136

- **Date:** March 7, 2026
- **Time:** 1:00 p.m. – 5:00 p.m.
- **Place:** 400 W. Shore Drive, Brigantine, NJ 08203
- **Type of Game:** Basket Raffle

VFW Post 6964 – RA 1137

- **Date:** January 31, 2026
- **Time:** 12:00 p.m. – 8:00 p.m.
- **Place:** 121 31st Street, Brigantine, NJ 08203
- **Type of Game:** 50/50 Raffle