

Present:
Absent:

**AGENDA
CITY OF BRIGANTINE
COUNCIL MEETING
JANUARY 5, 2022
5:00 P.M. – Public Portion**

1. Flag Salute
2. Opening Prayer
3. Open Public Meetings Act Announcement
4. Approval of 12/15/21 Council Meeting Minutes

M: S: RC: MC:

5. Public Comment on Agenda Items Only

6. Ordinance No. 1 of 2022- Introduction
Vacationing of Lilac Way

M: S: RC: MC:

7. Resolution 2022-1 Re: Award of Professional Service Contract
City Solicitor

M: S: RC: MC:

8. Resolution 2022-2 Re: Award of Professional Service Contract
Conflict Solicitor

M: S: RC: MC:

9. Resolution 2022-3 Re: Award of Professional Service Contract
Bond Counsel

M: S: RC: MC:

10. Resolution 2022-4 Re: Award of Professional Service Contract
Labor Attorney

M: S: RC: MC:

11. Resolution 2022-5 Re: Award of Professional Service Contract
Municipal Auditor

- | | | | |
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| M: | S: | RC: | MC: |
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12. Resolution 2022-6 Re: Award of Professional Service Contract
Consulting Engineer Pool
- | | | | |
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| M: | S: | RC: | MC: |
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13. Resolution 2022-7 Re: Award of Professional Service Contract
Municipal Prosecutor
- | | | | |
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14. Resolution 2022-8 Re: Award of Professional Service Contract
Public Defender
- | | | | |
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15. Resolution 2022-9 Re: Award of Professional Service Contract
Risk Management Consultant
- | | | | |
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16. Resolution 2022-10 Re: Award of Professional Service Contract
Health Insurance Brokerage Services
- | | | | |
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17. Resolution 2022-11 Re: Award of Professional Service Contract
Planner & Grant Consultant
- | | | | |
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18. Resolution 2022-12 Re: Award of Professional Service Contract
Continuing Disclosure Agent
- | | | | |
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| M: | S: | RC: | MC: |
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19. Resolution 2022-13 Re: Award of Professional Service Contract
Registered Municipal Finance Advisors
- | | | | |
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| M: | S: | RC: | MC: |
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22. Resolution 2022-14 Re: Interlocal Services Agreement Between the County
of Atlantic and the City of Brigantine for the Provision of Services by the City of
Brigantine for Snow Removal, Brine, and Street Sweeping

M: S: RC: MC:

23. Resolution 2021-15 Temporary Budget

M: S: RC: MC:

24. Resolution 2021-16 Temporary Budget-Debt Services

M: S: RC: MC:

25. Resolution 2021-17 Re: Law Enforcement Support Office (LESO) Authorizing the Brigantine Police Department Through the City of Brigantine, Atlantic County, to Participate in the Defense LOGISTICS AGENCY, Law Enforcement Support Office, 1033 Program to Enable the Brigantine Police Department to Request and Acquire Excess Department of Defense Equipment:

M: S: RC: MC:

26. Resolution 2021-18 Re: C.E.R. Cancelled Trip Refunds

M: S: RC: MC:

27. Resolution 2021-19 Re: Public Works Meter Parts Refund

M: S: RC: MC:

28. Voice Resolution: Planning Board Appointments

M: S: RC: MC:

29. Consent Agenda

A.

M: S: RC: MC:

30. Council Manager/Committee Discussion:

31. Public Comments

32. Council Comments

33. Adjourn _____ 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.

ORDINANCE NO. 1 of 2022

**VACATING A PORTION OF LILAC WAY BETWEEN BLOCK 5601, LOT 6
AND BLOCK 5602, LOT 1 NEAR ATLANTIC BRIGANTINE BOULEVARD,
SUBJECT TO A 20' WIDE DRAINAGE EASEMENT, IN THE CITY OF
BRIGANTINE**

WHEREAS, N.J.S.A. 40:67-1b confers upon municipalities the authority to “vacate any public street, highway, lane, alley, or any part thereof...;” and

WHEREAS, a portion of Lilac Way, located in between Block 5601, Lot 6 and Block 5602, Lot 1, near Atlantic Brigantine Boulevard, in the City of Brigantine, as depicted on the Plan prepared by Matthew F. Doran, P.E., dated February 21, 2021, with revisions through November 22, 2021 attached hereto as Exhibit “A”, is no longer are needed for public purposes; and

WHEREAS, the area of the portion of Lilac Way, in between Block 5601, Lot 6 and Block 5602, Lot 1, near Atlantic Brigantine Boulevard that is no longer needed for public purposes is further described in the Metes and Bounds Description, prepared by Matthew F. Doran, P.E., and is attached hereto as Exhibit “B”; and

WHEREAS, the within vacation of a portion of Lilac Way is subject to a 20' wide drainage easement, more fully described in the attached Exhibits A and B; and

WHEREAS, the Mayor and City Council of the City of Brigantine have reviewed the status of Lilac Way, and the Mayor and Council of the City of Brigantine have determined that it is in the best interests of the City of Brigantine that the public’s right, title and interest in, along, upon and over the lands hereinafter described be vacated, surrendered and extinguished.

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

Section 1. The public right, title and interest in, along and over a portion of Lilac Way, in between Block 5601, Lot 6 and Block 5602, Lot 1, near Atlantic Brigantine Boulevard, in the City of Brigantine, as hereinafter described in the Plan entitled “Vacation of Lilac Way” dated February 21, 2021, with revisions through November 22, 2021, attached hereto as Exhibit “A”, along with a metes and bounds description of the area to be vacated also prepared by Matthew F. Doran, P.A., and attached hereto as Exhibit “B”, subject to a 20' wide drainage easement, and incorporated herein by this reference thereto, be and the same hereby are vacated surrendered and extinguished.

Section 2. Nothing contained herein shall be deemed to vacate, surrender or extinguish any right or privilege of the City of Brigantine or of any public utility, telecommunications provider or cable television company to maintain, repair or replace any of their existing poles, wires, pipes, conduits, sewer mains, water mains or other existing facilities in, adjacent to, over or under the streets herein vacated or any part or parts thereof.

Section 3. If any portion of this Ordinance is determined to be invalid by a court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

Section 4. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

Section 5. This Ordinance shall take effect immediately upon final passage and publication as provided by law.

Section 6. As required by N.J.S.A. 40:67-21, upon this Ordinance becoming effective, the City Clerk shall file with the Atlantic County Clerk for recording a certified copy of this Ordinance, under seal of the City of Brigantine, together with a copy of the proof of publication of this Ordinance.

ATTEST:

CITY OF BRIGANTINE

Lynn A. Sweeney, City Clerk

Vince Sera, Mayor

Fixed Map

11000

N 60° 02' 55" E

Trash Enclosure
N.W. LINE

Electric Box

EXHIBIT A

UTILITIES

ENGINEERING & SURVEYING, LLC

903 SARAZEN ROAD • BRIGANTINE, NJ 08203
(609) 517-1164 FAX (609) 641-0592

MATTHEW F. DORAN, P.E., P.L.S., P.P., C.M.E.

Metes & Bounds Description Vacation of Lilac Way City of Brigantine

All that certain, tract or parcel of land and premises situate, in the City of Brigantine, County of Atlantic and State of New Jersey bounded and described as follows:

BEGINNING at the intersection of the northwesterly line of Atlantic Brigantine Boulevard (100 feet wide) with the southwesterly line of Lilac Way (50 feet wide) and extending; thence

1. North 29 degrees 57 minutes 05 seconds West along the southwesterly line of Lilac Way a distance of 110.00 passing over the mean high water line of Main Channel; thence
2. North 60 degrees 02 minutes 55 seconds East a distance of 50.00 feet to a point in the northeasterly line of Lilac Way; thence
3. South 29 degrees 57 minutes 05 seconds East along the northeasterly line of Lilac Way a distance of 110.00 feet to a point in the northwesterly line of Atlantic Brigantine Boulevard; thence
4. South 60 degrees 02 minutes 55 seconds West along the northwesterly line of Atlantic Brigantine Boulevard ad distance of 50.00 feet to the point and place of BEGINNING.

SUBJECT TO a 20' wide drainage easement for the construction and maintenance of pipes located below the surface of the ground described as follows:

BEGINNING at a point that is North 60 degrees 02 minutes 55 seconds East a distance of 15.00 feet from the point of intersection of the Northwesterly line of Atlantic Brigantine Boulevard (100 feet wide) with the southwesterly line of Lilac Way (50 feet wide) and extending; thence

1. North 29 degrees 57 minutes 05 seconds West along the southwesterly line of Lilac Way a distance of 110.00 passing over the mean high water line of Main Channel; thence
2. North 60 degrees 02 minutes 55 seconds East a distance of 20.00 feet to a point in the northeasterly line of Lilac Way; thence
3. South 29 degrees 57 minutes 05 seconds East along the northeasterly line of Lilac Way a distance of 110.00 feet to a point in the northwesterly line of Atlantic Brigantine Boulevard; thence

4. Southeastwardly along the Southwesterly line of Putnam Place along a curve to the right having a radius of 700.00 feet an arc distance of 10.00 feet to the point and place of BEGINNING.

MATTHEW F. DORAN, PE, PP, PLS
UTILITIES ENGINEERING & SURVEYING, LLC
903 SARAZEN ROAD, BRIGANTINE, NJ 08203
N.J. PE & PLS LIC. NO. 26273
609-646-3111

CITY OF BRIGANTINE

RESOLUTION 2022-

INTERLOCAL SERVICES AGREEMENT BETWEEN THE COUNTY OF ATLANTIC AND THE CITY OF BRIGANTINE FOR THE PROVISION OF SERVICES BY THE CITY OF BRIGANTINE FOR SNOW REMOVAL, BRINE, AND STREET SWEEPING

THIS INTERLOCAL SERVICES AGREEMENT ("Agreement") is made and entered into this date _____ day of _____, 2021, by and between the CITY OF BRIGANTINE, a municipal corporation with offices located at 1417 West Brigantine Avenue Brigantine, New Jersey 08203 (hereinafter referred to as the "City") and the COUNTY OF ATLANTIC, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County").

WHEREAS, the City is in Atlantic County and has its own Public Works Department with adequate manpower and equipment necessary to fulfill the obligations as contemplated by this Agreement; and

WHEREAS, Brigantine Boulevard (CR 638), running from Route 87 to 14th Street, is located within the jurisdictional boundaries of the City; and

WHEREAS, Brigantine Boulevard extends 3.74 miles from Route 87 to 14th Street; and

WHEREAS, both the City and the County are desirous of the Public Works Department of the City of Brigantine to perform certain services with respect to the above listed County Road (totaling 3.74 miles), when necessary; and

WHEREAS, the County will reimburse the City for the costs associated therewith in accordance with this Interlocal Services Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and considerations as set forth in the Agreement, the County and the City do hereby agree as follows:

1. **Recitals Incorporated:** The above recitals are incorporated into this section of this Agreement as if fully set forth at length herein.
2. **Nature and Extent of Services To Be Performed:** The City shall perform (a) snow removal services, (b) brine applications, and (c) street sweeping services along the above listed road.

A. Snow Removal Services: Snow removal shall include plowing and/or salting, depending on conditions, and shall be performed on an as needed basis as directed by the Director of Public Works for the City in consultation with the Director of Public Works of the County. The County reserves the right to perform the work itself if the City and the County are not able to agree on the need for services.

B. Brine Applications (Optional): As an anti-icing pretreatment option brine application may be applied on as needed basis as directed by the Director of Public Works of the City in consultation with the Director of Public Works of the County. The County reserves the right to perform the work itself if the City and the County are not able to agree on the need for services.

C. Street Sweeping: Street sweeping shall be performed one (1) time a month.

3. Equipment Supplied: The City warrants and represents that it will have the following equipment on hand:

A. Snow Removal: At least two (2) plow trucks with salt spreaders as well as the appropriate number of employees to operate the same at all times that any snow removal and/or salting is necessary. All trucks utilized for this work shall be insured and all drivers shall be properly licensed.

B. Brine Applications (Optional): Truck and brine tank/spray unit capable of applying brine at a rate of 40 gallons per lane mile, as well as the appropriate number of employees to operate the same at all times that any brine application is necessary. All trucks utilized for this work shall be insured and all drivers shall be properly licensed.

C. Street Sweeping: At least one (1) sweeper as well as appropriate number of employees to operate the same once a month. All trucks utilized for this work shall be insured and all drivers shall be properly licensed.

4. Level, Quality and Scope of Performance: Employees of the City of Brigantine's Department of Public Works shall at all times perform the work required by this Agreement in a professional and workmanlike manner. If any complaints are received regarding the level of performance or professionalism of any of the employees of the Department of Public Works, said matter shall be handled through the City of Brigantine Department of Public Works and appropriate measures shall be immediately taken to correct the situation which resulted in the complaints.

5. Independent Entities- Supervision and Control: Nothing in this Agreement shall be construed to provide either the City or the County with any authority or supervision over the internal administration and operation of each other, or their employees, officers and with contractors in connection with the provision of the services which are the subject of this

Agreement. The parties agree that they shall be solely responsible for supervision, management, compensations or other costs, training or control of their respective personnel, equipment and resources. This Agreement shall not be deemed to vest or impose authority or responsibility upon the County for City employees, or likewise upon the City for County employees. Each party shall maintain its own staffing, equipment and materials necessary for the performance of this Agreement, at its own expense.

6. **Cost of Services- Snow Removal, Brine Applications and Street Sweeping:** The County shall pay for the services performed by the Department of Public Works of the City by issuing a check payable to the City. Representatives of the City will complete any and all vouchers or other paperwork necessary to process said payment through the County. Vouchers and invoices should be forwarded to the County Department of Public Works for review and process of payment. Payment shall be made within forty-five (45) days of the date said vouchers are received by the County. The County shall reimburse the Municipality for all manpower used to perform the services anticipated by this contract by reimbursing the actual forced labor rates to be used with payroll certification of each employee for regular, overtime, double time and holiday pay for each employee the City is seeking reimbursement. The parties understand and agree that these rates increase and the County shall pay for any increase in these rates in subsequent years of this Agreement.

7. **Material:** The County also understands and agrees that it will compensate the City for any material used in performance of snow removal pursuant to this Agreement. The current rates for such materials are as follows:

- A. Salt - \$71.50/Ton
- B. Brine - \$0.40/Gallon

8. **Equipment:** The County also understands and agrees that it will compensate the City for the equipment used in the performance of snow removal, brining and street sweeping pursuant to the Agreement. The rates paid by the County will be in accordance with the FEMA Equipment rate cost code which is attached hereto as Exhibit A. The City shall provide the County with proof of equipment usage and hours the equipment was in use.

The parties understand and agree that the costs for materials and equipment as set forth above may change and that the County shall be responsible for paying to the City the then current rate for any such materials and equipment.

9. **Estimated Costs:** The County acknowledges that these amounts are only estimates, and that actual compensation shall be based upon time, materials and equipment billing pursuant to paragraphs 5, 6 and 7. In the event that the charges incurred exceed the total estimate in any year, the parties agree to amend this Agreement accordingly.

A. Snow Removal: The County estimates that the funding required for snow removal services under this Agreement shall be an amount not to exceed \$13,100.00 per year, which amount shall be certified and encumbered upon adoption of the authorizing resolution, and annually thereafter. In the event that snow removal services exceed \$13,100.00 in a given year, the parties shall amend this agreement on an expedited basis to cover the additional expenses.

B. Brine Application: Cost included in Snow Removal estimate.

C. Street Sweeping: The County shall pay \$250.00 per month for an amount not to exceed \$3,000.00 per year. These costs assume sweeping once a month. Adjustments will be made if sweeping is not completed once a month.

10. Verification of Services Performed and Procedure for Payment: Whenever services are performed pursuant to this Agreement, the Director of Public Works of the City shall send an itemized list to the Director of Public Works of the County indicating the man hours and materials used in the performance of said services. The Director of Public Works of the County shall review the same and expeditiously forward the same to the appropriate entity within the County for the issuance of a voucher or for other steps necessary to process payment.

11. Insurance: Within ten (10) days after execution of this Agreement, the City shall provide the County with certificates of insurance, naming the County as an additional insured in a form and amount that is reasonably acceptable to the County Risk Manager. Coverage shall meet or exceed the minimum insurance requirements that are attached herewith as *Exhibit A: Insurance Requirement* and incorporated herein.

12. Duration of Contract: The duration of this contract shall be for the period of one (1) year commencing on _____, 2021 but shall automatically be renewed on a year-to-year basis unless terminated as set forth below for a maximum of seven (7) years to expire on _____, 2028.

13. Termination of this Agreement: This Agreement may be terminated by either party upon twenty (20) days advance written notice to the other party during the months of April, May, June, July, August or September of any year. During the months of October, November, December, January, February, and March of any year, this Agreement may only be terminated by a letter signed by authorized representatives of both the County and the City. The reason for the termination procedures as set forth above it to assure that one party may not unilaterally terminate this Agreement during the months of any given year when the services to be performed pursuant to this Agreement are more likely to be needed. This will prevent one party from unilaterally terminating the Agreement during said months which could potentially cause undue burden and hardship on the non-terminating party.

14. Uniform Shared Services and Consolidation Act: The Shared Services Act (N.J.S.A. 40A:65-1 et seq.) shall apply to this Agreement and to the extent that any provision of this Agreement is in conflict with said Act, the Act shall be controlling and take precedence.

15. Approvals Necessary: This Agreement shall not be considered binding upon the parties until an appropriate Resolution or Ordinance adopting the same has been approved by the governing body of the Municipality and the Atlantic County Board of County Commissioners.

16. Additional Costs: To the extent that any additional costs are incurred by the City in performing the services pursuant to this Agreement and there is an agreement between the Director of Public Works of the City and the Director of Public Works of the County that such expenditures or costs were necessary, the County shall be responsible for payment of the same even if said rates or services are not specifically listed in the previous section of this Agreement.

17. Severability: Should any provisions of this Agreement be held invalid or unenforceable by a Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

18. Entire Agreement: This Agreement represents the entire Agreement between the parties and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed by an appropriate official of each party after a duly adopted authorizing resolution.

19. Governing Law: This Agreement shall be governed and construed by the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey, Atlantic County.

20. Notices: Any notices given pursuant to this Agreement shall be given as follows:

COUNTY OF ATLANTIC

Dennis Levinson, County Executive
County of Atlantic
1333 Atlantic Avenue
County Office Building, 8th Floor
Atlantic City, NJ 08401

Atlantic County Counsel
1333 Atlantic Avenue
Atlantic City, NJ 08401

CITY OF BRIGANTINE

Vince Sera, Mayor
City of Brigantine
City Hall
1417 West Brigantine Avenue
Brigantine, NJ 08203

21. Default: A violation, breach, or failure to perform any of the terms, conditions or obligations under the Agreement shall constitute a default by the violating, breach or non-performing party. If the default is a monetary default on behalf of the County, and the same is not cured within forty-five (45) days after receipt by the County of notice of the default, the City may terminate this Agreement without liability. With respect to any default other than a monetary default by the County, the parties may avail themselves of all rights and remedies to which they are legally entitled.

22. Waiver: The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party.

23. Right of Inspection: The City understands and agrees that the County reserves the right to send employees of the County to inspect any and all work performed by the City pursuant to this Agreement either during the time of actual performance or subsequent thereto.

24. Indemnification: The City agrees to protect, defend, indemnify and save harmless the County and its offices, agents, and employees from any and all losses, claims actions, costs expenses, and judgements arising out of the sole negligence of the City or any employees, agents or officers thereof related to the performance of the work contemplated by this Agreement.

25. Copies To Be Used as Originals: Any copies of this Agreement once signed, may be deemed to be originals for any purposes.

IN WITNESS WHEREOF, and intending to be bound thereby, the parties have caused this Agreement to be signed, duly acknowledged and sealed the day and year first written.

Attest:

City of Brigantine:

Lynn Sweeney, RMC, Clerk
(Date)

Vince Sera, Mayor

Approved as to Form on behalf of the City of
Brigantine:

City Solicitor

Attest:

County of Atlantic:

Sonya Harris, Clerk
Board of Chosen Freeholders

Dennis Levinson, County Executive (Date)

Approved as to Form on behalf of the County of
Atlantic:

James F. Ferguson, County Counsel

RESOLUTION 2022 -

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2022 budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty days of 2022; and

WHEREAS, total appropriations of this resolution may not exceed twenty six and one quarter percent of the total appropriation of the 2022 budget, exclusive of any appropriations made for interest and debt debt redemption charges, capital improvements and public assistance, which amounts to \$ 8,318,369.03 and

NOW, THEREFORE BE IT RESOLVED, that the following temporary budget appropriations in the amount of \$ 7,825,843.96 be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer of the City of Brigantine.

General Administration		
	Salaries & Wages	25,515.00
	Other Expenses	19,691.00
Mayor and Council		
	Salaries & Wages	9,925.00
	Other Expenses	2,700.00
Municipal Clerk		
	Salaries and Wages	25,200.00
	Other Expenses	7,879.00
Financial Administration		
	Salaries & Wages	47,960.00
	Other Expenses	11,030.00
	Annual Audit	20,000.00
Revenue Administration (Tax Collector)		
	Salaries & Wages	34,335.00
	Other Expenses	11,770.00
Tax Assessment Administration		
	Salaries & Wages	40,000.00
	Other Expenses	9,351.00
Legal Services		
	Salaries & Wages	0.00
	Other Expenses	77,400.00
Emergency Medical Services-Billing		
	Other Expenses	5,000.00
Engineering Services		
	Salaries & Wages	0.00
	Other Expenses	36,750.00
Ethics Board		
	Other Expenses	0.00
Municipal Court		
	Salaries & Wages	37,540.00
	Other Expenses	4,200.00
Public Defender		
	Other Expenses	3,150.00
Planning Board		
	Salaries & Wages	2,500.00

	Other Expenses	11,280.00
Environmental	Other Expenses	0.00
Insurances		
	Liability Insurance	203,293.00
	Workers Compensation Insurance	414,100.00
	Group Insurance Plan for Employees	525,000.00
	Health Benefit Waiver	50,000.00
Fire Department		
	Salaries & Wages	994,875.00
	Other Expenses	56,961.00
Police Department		
	Salaries & Wages	1,194,375.00
	Other Expenses	65,635.00
Office of Emergency Management		
	Salaries & Wages	2,232.00
	Other Expenses	3,935.00
Streets & Roads		
	Salaries & Wages	144,637.00
	Other Expenses	21,650.00
Solid Waste Collection		
	Other Expenses	725,000.00
Recycling Program		
	Salaries & Wages	10,000.00
	Other Expenses	3,556.00
Department of Public Works		
	Salaries & Wages	57,950.00
	Storm Water Management	3,000.00
	Other Expenses	5,925.00
Public Buildings & Grounds		
	Salaries & Wages	196,875.00
	Other Expenses	94,298.00
Demolition		
	Other Expenses	0.00
Vehicle Expense		
	Salaries & Wages	25,462.50
	Other Expenses	52,500.00
Golf Course		
	Salaries & Wages	0.00
	Other Expenses	205,000.00
Dog Regulations		
	Salaries & Wages	0.00
	Other Expenses	5,000.00
Beach Patrol		
	Salaries & Wages	100,000.00
	Other Expenses	37,042.00
Beach Fee Program		
	Salaries & Wages	30,000.00
	Other Expenses	12,140.00
Parks & Playgrounds		
	Salaries & Wages	79,275.00
	Other Expenses	6,326.00
Grant Coordinator		9,000.00
Cultural Arts	Other Expenses	0.00

Uniform Construction Code		
	Salaries & Wages	92,715.00
	Other Expenses	10,500.00
Accumulaed Leave		0.00
Maintenance Agreements(Contractual)		31,500.00
Atlantic County Office of the Aging		44,928.00
SJG- First Responders Grant		1,970.00
Body Armor Grant		1,770.96
Utility Expenses and Bulk Purchases		
	Electric	60,000.00
	Street Lighting	60,375.00
	Telephone	30,200.00
	Natural Gas	25,000.00
	Fuel	50,000.00
	Cable	4,000.00
Statutory Expenses		
	Social Security/Umloyment/Pension	262,200.00
	Unemployment Compensation	0.00
	Lifeguard Pension	0.00
	DCRP	1,312.50
	Public Employee's Retirement System	0.00
Fire Prevention Inspections		
	Salaries & Wages	82,740.00
	Other Expenses	6,510.00
TOTAL CURRENT FUND	\$	6,543,939.96

AND WHEREAS, N.J.S.A. 40A-19 provides that where any contract, commitment or payments are to be made on behalf of the Water & Sewer Utility prior to the final adoption of the 2022 Utility Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided.

NOW, THEREFORE BE IT FURTHER RESOLVED that the following temporary appropriations be made.

Operating		
	Salaries & Wages	345,000.00
	Other Expenses	915,904.00
Capital Improvements		
Debt Service		
Deferred Charges		
Statutory Expenses	Social Security System/Unemployment	21,000.00
TOTAL WATER & SEWER UTILITY	\$	1,281,904.00

RESOLUTION 2022-

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2022 budget, appropriations should be made for the purposes and amounts required in the manner and time therein provided; and

NOW, THEREFORE BE IT FURTHER RESOLVED that the following amounts be and are appropriated to provide for the payment of said principal and interest payments:

DEBT SERVICE CURRENT FUND

Payment of Bond Principal	\$ 2,870,000.00
Payment of Bond Anticipation Notes	265,000.00
Interest on Bonds	701,237.50
B.A.N. Interest	0.00
Principal & Interest Green Trust Loans	37,310.00
TOTAL DEBT SERVICE CURRENT	<u>\$ 3,873,547.50</u>

DEBT SERVICE SCHOOL

Payment of Bond Principal	\$ 520,000.00
Payment of Bond Anticipation Notes	0.00
Interest on Bonds	46,800.00
Interest on Notes	0.00
TOTAL DEBT SERVICE SCHOOL	<u>\$ 566,800.00</u>

DEBT SERVICE-WATER & SEWER UTILITY FUND

Payment of Bond Principal	\$ 1,520,854.23
Interest on Bonds	435,000.00
TOTAL DEBT SERVICE-WATER & SEWER UTILITY FUND	<u>\$ 1,955,854.23</u>

Total Debt

\$ 6,396,201.73

CITY OF BRIGANTINE

RESOLUTION 2022-

Law Enforcement Support Office (LESO): RESOLUTION AUTHORIZING THE BRIGANTINE POLICE DEPARTMENT THROUGH THE CITY OF BRIGANTINE ATLANTIC COUNTY, TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE BRIGANTINE POLICE DEPARTMENT TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT:

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program;

WHEREAS, it is in the best interest of the residence of the City of Brigantine that the Brigantine Police Department apply and participate in the LESO 1033 Program

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Brigantine, County of Atlantic, State of New Jersey, that the Brigantine Police Department is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating on December 31 of the 2022, with inclusive time to be between 1/1/2022 and 12/31/2022.

NOW THEREFORE BE IT FURTHER RESOLVED that the Brigantine Police department is hereby authorized to acquire items of noncontrolled property designated "DEMIL A," which may include any of the following items to include: office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and

containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Brigantine Police Department without restriction.

NOW THEREFORE BE IT FURTHER RESOLVED that Brigantine Police Department is hereby authorized to acquire the following “DEMIL B through Q” property, if it shall become available in the period of time for which this resolution authorizes: Truck Utility -Specifically Humvees, Utility Vehicle Off Road – 4-wheeler, Polaris, John Deer Utility etc., Breach System-Ram, Riot Control-Face Shield, Helmet Police

IT SHALL BE FUTHER RESOLVED that the property available through the program, “DEMIL A Through Q” is attached hereto; and

BE IT FURTHER RESOLVED that the Brigantine Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

BE IT FURTHER RESOLVED that the Brigantine Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to authorize requests to acquire “DEMIL A” property and “DEMIL B through Q” property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31st of the current calendar year from 1/1/2022 to 12/31/2022.

RESOLUTION 2021 –

WHEREAS, it has been determined by the Brigantine C.E.R. that the individual(s) as indicated on the attached Schedule “A” are being issued a refund for trips that were cancelled. (Sight & Sound Theater and Philly Pops Kimmel Center) These trips were cancelled due to lack of interest in registration.

WHEREAS, it is the desire of the Council of the City of Brigantine to have these payment(s) Returned to the respective individuals.

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

1. The Financial Department is hereby authorized to refund the amounts shown to the respective applicants as presented in Schedule “A”.
2. Copies of the resolution shall be sent to the Director of the C.E.R.

Schedule A

REFUNDS

Sight & Sound Theater- Show Date Dec. 8, 2021

- | | |
|---|-------------|
| 1. Diane Sullivan (2 Tickets)
847 W. Shore Dr.
Brigantine, NJ 08203 | \$ 320.00 |
| 2. Joanne Price
213 N. 12 th St.
Brigantine, NJ 08203 | \$160.00 |
| 3. Terry Chiarolanzo
926 N. Shore Dr.
Brigantine, NJ 08203 | \$160.00 |
| 4. Karen Riley
302 28 th St.
Brigantine, NJ 08203 | \$160.00 |
| 5. Beverly Faunce
163 10 th St. S.
Brigantine, NJ 08203 | \$100.00 ** |
| 6. Liz Vizione
133 10 th St. S.
Brigantine, NJ 08203 | \$100.00** |

** Faunce & Vizione used their tickets for this show. Credit is for bus trans. & meal.

SIGHT & SOUND TOTAL \$1,000.00

Philly Pops/Kimmel Center – Show Date December 17, 2021

- | | |
|--|----------|
| 1. Rita Marsico (2 tickets)
812 Sterling Place
Brigantine, NJ 08203 | \$350.00 |
| 2. Susan Lawler
58 Lake Superior Dr.
Little Egg Harbor, NJ 08087 | \$175.00 |
| 3. Fern Barrone (2 tickets)
115 Ridgeview Lane
Mt. Laurel, NJ 08054 | \$350.00 |
| 4. Denise Walsh (3 Tickets)
236 Betsy Schull Rd.
Egg Harbor Twp., NJ 08234 | \$525.00 |
| 5. Diane Sullivan (2 Tickets)
847 W. Shore Dr.
Brigantine, NJ 08203 | \$350.00 |
| 6. Chrissy Skelly
719 Sheridan Blvd.
Brigantine, NJ 08203 | \$175.00 |
| 7. Barbara Maguire DeLucry (2 tickets)
7 Whalerman Cove
Brigantine, NJ 08203 | \$350.00 |
| 8. Peg Nacios (2 tickets)
1203 E. Beach Ave. #1
Brigantine, NJ 8203 | \$350.00 |
| 9. George Guerin (2 tickets)
5102 Ocean Ave.
Brigantine, NJ 08203 | \$350.00 |

KIMMEL CENTER TOTAL: \$2,075.00

COMBINED REFUND TOTAL: \$3,975.00

**CITY OF BRIGANTINE
RESOLUTION 2022-19**

THE COUNCIL OF THE CITY OF BRIGANTINE RESOLVES THAT:

WHEREAS, it appears from the records that Ron Zukin, 111 8th Street North, Brigantine, NJ 08203, purchased meter parts for which he paid \$195.00. Mr. Zukin purchased these parts and returned them as he no longer needed them; and

WHEREAS, Mr. Zukin is due a refund of \$195.00.

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

1. The City Financial Officers are hereby authorized to refund the sum of \$195.00 to Ron Zukin.
2. This resolution shall take effect immediately.

This is to certify that the above is a true and lawful copy of a resolution adopted by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey at its meeting of January 5, 2021.

Lynn Sweeney, RMC
City Clerk