



BEACHFRONT REDEVELOPMENT REQUEST FOR QUALIFICATIONS AND PROPOSALS

City of Wildwood
Ernest Troiano, Jr, Mayor
January 2019

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1. Seeking Market Interest in a Beachfront Redevelopment Opportunity:

The City of Wildwood, New Jersey (the "City") invites qualified developers or development teams (collectively, "Respondents") to respond to this Request for Qualification and Proposals ("RFQ/RFP") with conceptual development proposals and statements of their qualifications to develop a project on the "Beachfront Parking Lots." The Beachfront Parking Lots are identified on the local municipal tax map as Block 26, Lot 1; Block 34, Lot 1 & 2; Block 43, Lot 1; Block 53, Lot 1; Block 64, Lot 1; and Block 75, Lot 1.



The Beachfront Parking Lots (other than Block 34, Lot 1¹) are owned by the City and are the subject of the "Omnibus Intergovernmental Agreement for the Construction of the Wildwood Convention Center and Related Facilities Among the City of North Wildwood, Borough of Wildwood Crest, the City of Wildwood, the Greater Wildwoods Tourism Improvement and Development Authority, the Treasurer of the State of New Jersey and the New Jersey Sports and Exposition Authority" attached hereto as **Exhibit A** (the "Omnibus Agreement") and all of the parties to such Omnibus Agreement will need to consent to the redevelopment of the Beachfront Parking Lots.

The City is seeking proposals for the conceptual development of the Beachfront Parking Lots.² The City seeks to identify Respondents with the ability and capacity to

¹ Block 34, Lot 1 is the site of Wild Ocean Surf Shop & Bike Rental Garage and is privately owned.

² Respondents are welcome to propose a project that includes property outside the Beachfront Parking Lots if it meets with the overall goals and vision of this RFQ/RFP.

commence development immediately. Respondents should demonstrate a broad background in real estate, development and financing experience, including successful past experience with private/public development ventures in seasonal beachfront communities.

Respondents and their proposals will be evaluated based criteria deemed relevant by the City, such as:

- Experience with and success in the development of beachfront hotels, seasonal residential units, and retail uses
- Quality and feasibility of the proposal and the ability to proceed to implement the proposal in an expeditious manner
- Proven success formulating schedules and deadlines, and performing in accordance with them
- Track record of consensus - building with diverse institutions and community groups
- Strength of the team's qualifications
- Demonstration of financial capacity, inclusive of bank and other financing source references
- Experience with public accountability
- Proposal that replaces all existing surface parking spaces with structured parking for the benefit of the Convention Center and phases the construction and completion of such structured parking in a manner that prevents any disruption in the operation of the Convention Center

After determining the qualifications of Respondents, if any, the City intends to request that these Respondents submit formal development proposals and offers to lease and/or purchase the Beachfront Parking Lots.

The City reserves the right to enter directly into negotiations with one or more Respondents, or to issue a Request for Proposals in order to further advance the planning and disposition process. This RFQ/RFP does not commit the City to any disposition process or any development team or to enter into negotiations with any Respondent. While every effort has been made to provide accurate factual information within this RFQ/RFP regarding the Beachfront Parking Lots, the City is not bound by any of the statements or assumptions set forth herein and each Respondent is expected to rely solely on their own due diligence and the advice and counsel of any professionals they choose to retain.

Each Respondent, by submitting a response to this RFQ/RFP, shall be deemed to have waived his/her/its right to challenge the City's determination to enter into negotiations with another Respondent(s).

2. Development Site- Beachfront Parking Lots

City of Wildwood

The subject property is located in the City of Wildwood, Cape May County, New Jersey. The City is located on a barrier island facing the Atlantic Ocean with North Wildwood to the north, West Wildwood and Lower Township to the west and Wildwood Crest to the south. It is home to the Wildwoods Convention Center which sits adjacent to the Beachfront Parking Lots. The Beachfront Parking Lots provide parking for the Convention Center. See below for further information about the Convention Center.

The City is part of the Ocean City Metropolitan Statistical Area and is a popular summer resort destination along the Jersey Shore. As of the 2010 United States Census, the City's year-round population was 5,325. With visitors, the population can swell to 250,000 during the summer months. The land area is 1.394 square miles including 1.304 square miles of land and 0.090 square miles of water. Along with the Convention Center, the City's most notable features are its beach and 1.8 miles boardwalk.

Wildwood has been ranked the best beach in New Jersey and is one of five municipalities in the state that offer free public access to oceanfront beaches monitored by lifeguards.

The Wildwood Boardwalk features several amusement parks and shops, most notably three piers collectively known as Morey's Piers. Due to the distance of the ocean from the boardwalk, the beach is home to many sporting events, concerts, and monster truck rallies in view of the boardwalk. A stage is set off to the side of the boardwalk near Mariner's Landing Pier where several performances are held throughout the summer.

Wildwood Shore Resort Historic District

The Wildwoods Shore Resort Historic District, or Doo Wop Motel District, is an area in the Wildwoods that was home to over 300 motels built during the Doo-Wop era of the 1950s and 1960s. Officially recognized as a historic district by the State of New Jersey, it lies primarily in the municipality of Wildwood Crest, along a two-mile stretch between Atlantic and Ocean avenues, and includes areas in Wildwood and North Wildwood. The term doo-wop was coined by Cape May's Mid-Atlantic Center for the Arts in the early 1990s to describe the unique, space-age architectural style, which is also referred to as the Googie or populuxe style. The motels are very stylized, with Vegas-like neon signs, plastic palm trees, and fantastic architecture. Construction of condominiums in the area has resulted in the demolition of many motels, but the Wildwood Doo Wop Preservation League has taken action to help save and restore the remaining historic buildings. The Caribbean Motel in Wildwood Crest and the Chateau Bleu Motel in North Wildwood are both listed on the National Register of Historic Places.

Wildwoods Convention Center

The Wildwoods Convention Center is a modern, multipurpose facility equipped with exhibit, ballroom, meeting and pre-function space. Located adjacent to the Beachfront Parking Lots and the famous Wildwood Boardwalk the Convention Center directly overlooks the beach and ocean. It is a unique, state-of-the-art, 260,000-square-foot facility that offers one of the most spacious, flexible, innovative and inviting venues available for conventions, trade shows, sporting events, meetings, concerts and exhibits. It can accommodate groups as small as 100 or as large as 10,000. In addition, it offers an array of amenities, including complete catering, state-of-the-art communication services and a friendly, experienced staff.

The Convention Center attracts visitors to the City on almost every weekend in the year and more often during the summer. For further information about the Convention Center go to <http://www.wildwoodsnj.com/cc/>. For examples of the events hosted by the City throughout the year go to <http://www.wildwoodsnj.com/calendar.cfm>.

3. Goals of Beachfront Redevelopment

The goals for the redevelopment of the Beachfront Parking Lots have been articulated in a number of the City's planning documents, including the 2007 Comprehensive Master Plan Update. The Update describes Wildwood as transitioning from a family-oriented resort destination to a second home community as developers buy/bought low cost lands formerly utilized as motels and converted same to townhomes/condominiums. The Report notes that: "Along with motel rooms, the Wildwoods have lost associated tourist amenities such as restaurants, bars and entertainment venues." The Report goes on to state that the community has commissioned planning studies which have confirmed "the need for the Wildwoods to update their offerings and to expand their tourist calendar from the current seasonal focus to a year-round basis. Recommendations for improvements to the lodging, restaurant, entertainment (nightlife), retail and other sectors addressed the need for more and more-varied offerings in new or renovated structures for the Wildwoods to satisfy the needs of an increasingly sophisticated vacationing public and compete with other destinations featuring modern Resort Hotels with high concepts public spaces, themed restaurants and other amenities."

The 2007 Update incorporated the following Objectives, Principals, Assumptions, Policies and Standards:

- Wildwood recognizes that the revitalization of the Wildwoods and its tourist economy is largely tied to the success of the Convention Center;
 - Provide a development (regulatory) climate which will result in a range of modern lodging accommodations with high concept

public spaces, themed restaurants and other amenities in order to enable the Convention Center to market the Wildwoods as an attractive environment for regional and national conventions;

- Maximize use of the State Plan's designation of the Wildwoods as a Regional Center within what is termed a 'PA-5B (Environmentally Sensitive – Barrier Island) Planning area' and a Smart Growth Area in order to support growth and (re) development;
 - Support economic activity and programmatic elements designed to make appropriate use of the City's resources;
 - Employ vertical development as a means to return needed lodging rooms to the City's inventory and support the economic and other Policies of this Comprehensive Master Plan Update, including Policies and Objectives designed to support the Convention Center.
- Wildwood recognizes that its inventory of parking spaces is inadequate to satisfy the demand generated by its tourist economy;
 - Continue to utilize governmentally-owned land in strategic sections of the City, including surface lots between the Convention Center and Rio Grade Avenue and the City-owned lot on Cedar Avenue, for public parking. Explore the feasibility of development of one or more structure parking garages on these lands.
- Wildwood recognizes that adequate amenities, including, but not limited to, accommodations, restaurants, entertainment facilities and shopping opportunities are crucial if the Convention Center is to succeed in fostering economic activity beyond its four walls, both during the Season and in the shoulder and winter months.
 - Support the Convention Center by providing adequate amenities throughout the City which will aid in attracting larger and longer-running convention and trade shows. Specifically, modern hotel accommodations, restaurants, entertainment facilities and shopping opportunities;
 - Undertake actions to facilitate the type of development, including vertical development, which will lead to the creation of modern hotels with such amenities as are normal and customary to Convention Center host hotels.

The City is also subject to a 2017 General Reexamination report of the 2007 Comprehensive Master Plan Update. This report acknowledges the important role the Convention Center plays in connection with the community's vitality, but also recognizes that other entities draw visitors to the City. The report states that Objective 5.4.1 C II of the 2007 Master Plan "is intended to include facilities that may have a direct benefit to the Convention Center as well as those that may not have a direct connection but which, due to their very presence, increase the attractiveness of the City as a destination and thereby assist in marketing the Convention Center."

4. Development Standards

Simultaneously with the issuance of this RFQ/RFP the City of Wildwood will adopt a redevelopment plan (the "**Redevelopment Plan**") for the Beachfront Parking Lots. It is anticipated that the Redevelopment Plan will incorporate the development requirements included as **Exhibit B** hereto which also references certain components of the City's land development ordinances (the "**Land Development Ordinance**").

5. RFQ/RFP Submission Requirements

General Requirements:

Respondents should submit 1 original and 4 hard copies of their proposal as well as 1 digital copy. Proposals should be submitted on 8.5 x 7 sized paper, printed double-sided and should not exceed 35 pages (excluding appendices). Planning diagrams may be submitted on 11 x 17 sized papers.

Proposals should be sent in a sealed envelope which bears the name of the Respondent clearly marked "**Wildwood Beachfront Redevelopment RFQ/RFP**"

Proposals should be sent to:

Joseph P. Baumann, Jr. Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

Submissions must be received by April 19, 2019

All questions must be submitted in writing via e-mail to: Joseph P. Baumann, Jr., Esq., Redevelopment Counsel, jbaumann@msbnj.com.

Submissions Requirements:

A. Development Team

The Respondents should identify the lead development partner, retail leasing agents and other partners. Respondents should also identify up to three potential master planner and building design architects they will consider as potential Development Team members. Respondents should identify a primary point of contact for all submission, inquiries, acknowledgements, amendments, and any other correspondence under this RFQ/RFP.

The City strongly encourages the participation of local firms as significant partners on the Development Team throughout all phases, including development, equity, consulting and professional services, construction, and management.

For each member of the Respondent, identify the following:

- Development Teams should provide an overview of each team member, describing general experience with details on years of operation, number of projects, range of project sizes and budgets, awards, prizes, citations, etc.
- Name, address, telephone number, fax number and e-mail address of each principal, and such team member's resume, role or title within the Development Team. Identify which team member will serve as the lead development partner and project manager/primary point of contact.
- Name, address, telephone number, fax number and e-mail address of the Development Team members authorized to act on behalf of the Respondent.
- Identification of any affiliation or other relationship between any members of the Respondent and any development company, parent company or subsidiary.

B. Qualifications & Experience

Respondents must clearly demonstrate qualifications in commercial, retail and residential development and prior experience and success similar to that contemplated in this RFQ/RFP and consistent with the Team's development approach. Respondents should present a minimum of three and up to five relevant projects for each team member that exemplifies the Respondent's accomplishments with mixed-use developments, with particular focus on seasonal, beachfront developments. Local and/or regional experience should also be highlighted, particularly where local and New Jersey-based partners have been included. Respondents should include the following for each project qualification:

- Project summary, including project name, address, size, client, development program, total development cost, project team members (including project principals).
- Brief physical description (may include photograph, site plan, or rendering in Appendices).

- Three to five references, including names, addresses, telephone numbers, and e-mail addresses for individuals directly involved with projects presented in qualifications section.

C. Development Approach

Respondents are required to submit a site-specific development proposal for the Beachfront Parking Lots.

- *District Vision Concept Plan:* Provide planning concept diagram and a narrative that describes the Respondent's overall vision for the site.
 - The District Vision must clearly outline how the Development Team intends to meet the Redevelopment Plan goals and conforms to RFQ/RFP-stated criteria; the goals and objectives of each Team Member's stated vision and development program.
 - Vision narrative that described how the Respondent's proposal responds to/deviates from the Redevelopment Plan goals.
 - Overall City vision concept plan diagrams that correspond to the vision narrative and respond to overall program objectives.
- *Project Development Approach:*
 - Respondents must provide a site-specific development diagram and program, including the mix of uses and size of program components. Respondents should submit conceptual layouts and development programs that satisfy at least the minimum program requirements for the site and a rationale for achieving program totals beyond the minimum or maximum required, if applicable. Responses should include the following:
 - Conceptual site layout and massing diagram for the site.
 - Diagram and table that clearly delineates the site.
 - Diagram and table that clearly delineates any other site(s) identified by the Respondent that are believed to be important to achieving the City's vision.
 - Description of how the development proposal addresses environmental sustainability.
 - Respondents should identify the target market for the plan components.
 - Respondents should provide conceptual plans for retail strategy, citing examples of tenants if possible.

- Respondents should include an explanation of market feasibility and supporting research findings.
- Respondents should supply additional diagrams and illustrations as necessary to communicate vision and development strategy.
- *Project Phasing Plan:* Respondents should outline their implementation strategy, including a description of the phasing plan for the overall project. Respondents should create a phasing diagram that illustrates their construction schedule and timeline for development achievable, for example, six to twelve month increments.
- *Commitment and Project Readiness:* Respondents should describe the Development Team's commitment to project implementation and should demonstrate their financial capacity. Detail the Respondent's:
 - Commitment to assume pre-development risk.
 - Financial resources and organization's commitment to the pre-development cost.
 - Preparedness to assume pre-development risk and to commence work promptly.
- *Property Rights:* Respondents should describe their property rights or business interests near the site or surrounding area, if any.
- *Commitment to Local Participation:* Respondents should provide names of partner firms and individuals and expectation of roles on project.

D. Financial Feasibility

Respondents should provide a preliminary project financial framework plan for the redevelopment proposal. The financial framework plan should consist of order-of-magnitude projections and a description of sources and uses, a hard and soft cost budget and an operating pro forma through project stabilization for each project component (retail, residential, office, parking, etc). Sufficient preliminary information should be provided for the City to determine the proposed project's financial underpinnings and ability to be self-sustaining. The City is interested in understanding what financial value each proposal might offer to the City. Respondents should indicate whether they anticipate the feasibility of their proposal will be dependent upon public subsidies and/or incentives, including tax abatements.

While Respondents are not making a formal financial offer for the development of the Beachfront Parking Lots, Respondents should include their preliminary methodology for determining land valuation for the sites.

E. Financial Capacity

Respondents should provide separate, audited financial statements indicating the net worth of the Development Team entity or its principals.

6. RFQ/RFP Selection Process

Review of Proposed Development Vision Plans

Simultaneously with the issuance of this RFQ/RFP the City will adopt the Redevelopment Plan. The City will review the proposals from Respondents to determine the consistency of program and planning ideas with those of the Redevelopment Plan goals for the area. Where thoughtful and compelling ideas for redevelopment are identified, the City may choose to integrate these findings into amendments to the Redevelopment Plan.

Evaluation Process

The City will evaluate RFQ/RFP responses based on their completeness, feasibility, responsiveness to the RFQ/RFP minimum and maximum program requirements and Redevelopment Plan goals, the strength of the development approach, innovation of the proposal, and the Respondent's comparable past experience and capacity to successfully complete the proposed project.

The City will evaluate proposals based on the following key criteria:

- Development Team Qualifications, Comparable Experience and Capacity
- Vision and Quality of Development Approach
- Financial Feasibility and Capacity
- Implementation Strategy including, in particular, impact on the Convention Center

Note that land valuation may not be a primary evaluation criteria for this RFQ/RFP.

The City reserves the right to:

- Select a short list of Respondents
- Enter into exclusive negotiations with a selected Respondent with the intent of entering into a Redevelopment Agreement
- Request more detailed offers leading to final Respondent selection/negotiation
- Request additional information from any Respondent
- Issue a formal Request for Proposals, or
- Take no action

7. Legal Disclaimers

- A. The award of any contracts from the City under this RFQ/RFP is subject to approval by the City Board of Commissioners.
- B. Respondents should take notice that their selection under this RFQ/RFP is subject to the requirements and restrictions of the New Jersey Local Unit Pay to Play Law, *N.J.S.A. 19:44A-20.4* et seq.

Respondents to this RFQ/RFP are also advised of the responsibility to comply with the requirements of New Jersey's "pay-to-play" laws. Specifically, business entities (contractors) receiving contracts from a public agency that are not awarded pursuant to a "fair and open" process (as defined at *N.J.S.A. 19:44A-20.7*) are subject to provisions of P.L. 2005, c. 271, s.2 (*N.J.S.A. 19:44A-20.26*). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose certain political contributions as defined by *N.J.S.A. 19:44A-1* et seq. For additional guidance on this filing requirement, respondents are encouraged to review the disclosure form and corresponding instructions promulgated by the New Jersey Department of Community Affairs. That form can be obtained online (http://nj.gov/dca/lgs/p2p/forms/polit_contrib_disc_form.doc). Additionally, Respondents may be required to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement commission pursuant to *N.J.S.A. 19:44A-20.13* if Respondent receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing a disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

- C. Prior to entering into a contract with the City, Respondents will be required to provide the City with an executed Hold Harmless Agreement in the form attached to this RFQ/RFP as ***Exhibit I***, an executed Disclosure Statement in the form attached to this RFQ/RFP as ***Exhibit H***, and the Respondent's Articles of Incorporation, Operating Agreement or other constituent document.
- D. Respondents are responsible for ensuring that responses to this RFQ/RFP are compliant with all applicable Federal, State, and local laws, regulations and ordinances.
- E. Respondents acknowledge that the preparation and submission of responses is at their own risk and expense, and in no event may they seek reimbursement or contribution from the City.

Exhibit A

Omnibus Agreement

**OMNIBUS INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF
THE WILDWOOD CONVENTION CENTER AND
RELATED FACILITIES**

Among

**THE CITY OF NORTH WILDWOOD,
BOROUGH OF WILDWOOD CREST,
THE CITY OF WILDWOOD,
THE GREATER WILDWOODS TOURISM IMPROVEMENT AND DEVELOPMENT
AUTHORITY**

THE TREASURER OF THE STATE OF NEW JERSEY

And

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

as of February 8, 2000

THIS OMNIBUS INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THE WILDWOOD CONVENTION CENTER AND RELATED FACILITIES, dated ~~October 8~~, 1999 (the "Agreement"), by and among the City of Wildwood, a political subdivision of the State of New Jersey ("Wildwood"), the Borough of Wildwood Crest, a political subdivision of the State of New Jersey ("Wildwood Crest"), the City of North Wildwood, a political subdivision of the State of New Jersey ("North Wildwood"), the Greater Wildwoods Tourism Improvement and Development Authority, a public body corporate and politic of the State of New Jersey, organized and existing under the Tourism Improvement and Development Act, constituting Chapter 165 of the Pamphlet Laws of 1992 of the State of New Jersey, ("GWTIDA"), the Treasurer of the State of New Jersey (the "Treasurer") and the New Jersey Sports and Exposition Authority ("NJSEA"), a body politic and corporate established in, but not of, the Department of Community Affairs of the State of New Jersey (the "State") under and pursuant to N.J.S.A. 5:10-1 et seq., (the "Sports Authority Law").

WITNESSETH:

WHEREAS, pursuant to L. 1997, c. 273 (b) (the "Act"), the NJSEA is authorized, among other things, to acquire, develop, construct and operate a convention center facility in the City of Wildwood, New Jersey (the "New Convention Center"; the term "New Convention Center" shall also include, as the context requires, the Property, the Parking Facility and any other related improvements or operations); and

WHEREAS, in accordance with the Act, all right, title and interest in certain of GWTIDA's real and personal property, including the existing convention center facility (the "Existing Convention Center") in Wildwood was transferred to NJSEA, effective February 23, 1998; and

WHEREAS, the parties hereto are entering into this Agreement in order to set forth the rights and obligations of the various parties to this Agreement which have been agreed to for the purpose of permitting the financing and construction of the New Convention Center; and

WHEREAS, this Agreement will also provide for the acquisition by lease as set forth below, of the Property and the Parking Facility which are necessary for the operation of the New Convention Center; and

WHEREAS, this Agreement will provide for the payment by NJSEA of a certain bond obligation of GWTIDA to Wildwood, dated September 6, 1996, in the outstanding principal amount of Three Million Twenty-Two Thousand Three Hundred Ninety-Two Dollars and Ten Cents (\$3,022,392.10), entitled The Greater Wildwoods Tourism Improvement and Development Authority Revenue Bonds, Series [1998] A (the "Revenue Bonds"), from the sources and in the order of priority set forth in Section 3 hereof; and

WHEREAS, this Agreement will set forth certain other rights and obligations of the parties hereto with reference to other matters necessary as a precondition for the construction of the New Convention Center; and

NOW THEREFORE, in consideration of the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

24.

25. **SECTION 1. Defined Terms.** In addition to other terms elsewhere defined in this Agreement, the following terms whenever used in this Agreement have only the meanings set forth in this Paragraph, unless such meanings are expressly modified, limited or expanded elsewhere herein.

26.

27. **Act:** An act, constituting Chapter 273 of the Pamphlet Laws of 1997 of the State of New Jersey.

Architect: LMN Architects, or any successor firm or entity engaged by NJSEA.

Assumption Agreement: The Asset Transfer and Assumption Agreement, dated June 1998, between GWTIDA and NJSEA.

Available Revenues: In each Fiscal Year, (i) NJSEA's share of revenues received pursuant to the collection of the Tourism Tax, (ii) operating revenues from the Convention Center Project, and (iii) any reappropriations which may be received pursuant to Section 3(c) hereof.

Completion Date: The date of substantial completion of the New Convention Center as signified by the issuance of a Certificate of Substantial Completion by the Architect.

Convention Center Project: The project authorized pursuant to Section 8(a)(12) of the Sports Authority Law, including, without limitation, the Existing Convention Center, the New Convention Center, the Property, the Parking Facility and any other related improvements or operations.

District: The Greater Wildwood Tourism and Development District.

Existing Convention Center: The existing Convention Center Facility, which is now located in the City of Wildwood, New Jersey.

Expiration Date: The ninety-ninth (99th) anniversary of this Agreement.

Fiscal Year: The fiscal year of NJSEA, which is currently the calendar year.

Law or Laws: All laws, rules, regulations and ordinances of all governmental authorities or agencies having jurisdiction over the Property.

Lease: The lease by Wildwood to NJSEA, as set forth in Section 2 hereof, of the Property upon which the Parking Facility is to be reconstructed by NJSEA. Said Lease shall commence upon the execution hereof and terminate on the expiration of the Term.

New Convention Center: The new convention center to be constructed by NJSEA, which is currently anticipated to provide approximately 70,000 square feet of flexible exhibition space and associated support spaces and which is currently anticipated to cost approximately \$65,000,000 to complete, subject to changes in design and completion cost in the normal course of the development thereof, to be located in the City of Wildwood, New Jersey, authorized to be undertaken by NJSEA pursuant the Act; the term "New Convention Center" shall also include, as the context requires, the Property, the Parking Facility and any other related improvements or operations.

Operating Agreement: An Agreement between NJSEA and GWTIDA, dated February 23, 1998.

Operating Expenses: NJSEA's expenses for operation, maintenance, and ordinary repairs, replacements and reconstruction of the Convention Center Project, including, without limiting the generality of the foregoing, administrative and general expenses, legal, engineering and financial advisory expenses, required payments to pension, retirement, health and hospitalization funds, insurance premiums and any expenses related thereto, rents, taxes or other governmental charges other than the PILOT Payment, insurance and surety bond premiums and any expenses related thereto, and any other current expenses or obligations required to be paid by NJSEA under the provisions hereof or by law, all to the extent properly and directly allocable to Convention Center Project, and to the extent not paid from any other source, the fees and expenses of any trustee, paying agent or bond registrar for any other bonds, notes or other evidences of indebtedness issued by NJSEA in connection with the Convention Center Project. The term "Operating Expenses" shall also include any capitalized maintenance and other capital costs and expenses to the extent that reserves are not available to pay such capitalized maintenance and other capital costs and expenses.

Parking Facility: A Parking Facility, currently located on the Property, to be reconstructed by NJSEA in connection with the Convention Center Project.

PILOT: The payment in lieu of taxes described and provided for in Section 7 hereof.

Property: The premises known as Block 26, Lots 1-10, Block 34, Lots 2-10, Block 43, Lots 1-10, Block 53, Lots 1-10, Block 64, Lot 1 and Block 75, Lots 1-10 in the City of Wildwood, and the improvements thereon, upon which the Parking Facility is to be reconstructed. The Property constitutes all of the real property and improvements thereon between Beach Avenue (the Boardwalk) and Ocean Avenue on the north and

south, and between Burk Avenue and Bennett Avenue on the east and west, owned by Wildwood. Any real property located between and within the above-described area are included within the definition of the Property in this Lease. To the extent portions of this Property are dedicated as city streets on the tax map of Wildwood, Wildwood agrees to vacate said property and to convey same as part of this Agreement.

Revenue Bonds: An obligation of GWTIDA in the form of Bonds, currently outstanding in the amount of Three Million Twenty-Two Thousand Three Hundred Ninety-Two Dollars and Ten Cents (\$3,022,392.10) currently held by Wildwood, dated September 6, 1996, issued pursuant to the Revenue Bond Resolution and to be paid by NJSEA from the sources and in the order of priority set forth in Section 3 hereof.

Revenue Bond Resolution: The resolution entitled Resolution Authorizing the Issuance of Revenue Bonds of the Greater Wildwood Tourism Improvement and Development Authority adopted by GWTIDA on May 30, 1996, as amended and supplemented, and providing for the issuance of the Revenue Bonds.

Sports Authority Law: The New Jersey Sports and Exposition Authority Law, constituting Chapter 137 of the Pamphlet Laws of 1971 of the State of New Jersey, as amended and supplemented, including the Act.

State Contract Bonds: A series of bonds to be issued by NJSEA under its State Contract Revenue Bond Resolution adopted February 26, 1992, as amended and supplemented, for the purpose of financing a portion of the cost of the construction of the New Convention Center, including the reconstruction of the Parking Facility.

Term: The period beginning with the execution hereof and ending on the Expiration Date, or such earlier date upon which the term may expire or be terminated pursuant to the provisions of this Agreement or pursuant to law.

Tourism Tax: The tax authorized and collected pursuant to L. 1992 c. 165.

SECTION 2. Lease Agreement.

a. Lease of Property and Parking Facility.

(i) Wildwood does hereby lease to NJSEA, and NJSEA does hereby lease from Wildwood, the Property and the Parking Facility thereon for the Term of this Agreement.

(ii) The Property and the Parking Facility may be used by NJSEA for the enhancement of the District generally, including, but not limited to, the Convention Center Project, and any and all rents, profits or proceeds collected by NJSEA from any assignments, easements or subleases of the Parking Facility shall be collected by and be the property of NJSEA.

(iii) Wildwood hereby assigns and attorns any currently existing leases, easements or other rights in the Property to NJSEA, including the right to receive all rents and other amounts payable thereunder. The only existing lease affecting the Property is that certain lease dated January 11, 1999, between Wildwood and Rio Motel, a true copy of which is annexed hereto and made a part hereof as Exhibit B.

b. Rent.

(i) NJSEA agrees to pay Wildwood rent in respect of the use of the Parking Facility for purposes of the Convention Center Project until December 31, 2001, based upon an annual rental of One Hundred Twenty-Three Thousand (\$123,000) Dollars, said payments to be made on September 1, 2000 for the year 2000 and on September 1, 2001 for the year 2001; after December 31, 2001 and for the duration of the Term of this Lease, said rental shall be One (\$1.00) Dollar per year; and

(ii) The parties agree and acknowledge that the availability and use of the Parking Facility when the New Convention Center is not in use ("Off Periods") will be a significant enhancement to the District generally by providing access to the beach and boardwalk areas and to surrounding commercial facilities. Accordingly, GWTIDA agrees to pay to Wildwood annual rent for the years ~~[2000 and 2001 in the amount of \$60,000 per year and for the years]~~ 2002 through the remaining term of the Lease~~[-]~~ in the amount of \$183,000 per year, as adjusted every ten years in accordance with the consumer price index applicable to Southern New Jersey, for the use of the Parking Facility during Off Periods, such payments to be made on September 1 of each year, or on such other dates as GWTIDA and Wildwood may agree. The rent payable by GWTIDA hereunder shall be payable solely from contributions received for such purposes, from tourism development fees received by GWTIDA pursuant to Section 15 of the Tourism Tax Act and from room rental fees. Wildwood, Wildwood Crest and North Wildwood agree to amend existing ordinances with respect to the tourism development fees and room rental fees to ensure the payment of GWTIDA's obligations under this Lease, advertising fees and promotional expenses. Under no circumstances shall GWTIDA's payment obligations under this subsection 2(b)(ii) be payable from GWTIDA's share of the Tourism Tax. Wildwood shall indemnify and hold harmless North Wildwood and Wildwood Crest from the provisions of Sections 5, 6 and 8 of this Agreement, except for requirements for the provision of police and fire emergency services.

24. In the event that (a) there shall occur a Taking with respect to the Parking Facility which results in the termination of the lease of the Parking Facility by NJSEA, and (b) the amount of net proceeds from such Taking which Wildwood actually receives pursuant to Section 2(i) of this Agreement is less than the present value of the remaining rent payments which GWTIDA would be required to make but for such Taking pursuant to this Section 2(b)(ii), GWTIDA

shall continue to pay rent hereunder, but the amount GWTIDA is required to pay hereunder shall be reduced by an amount determined by multiplying \$183,000 (as adjusted pursuant to the first paragraph of this Section 2(b)(ii)) by a fraction the numerator of which shall be the amount of such net proceeds actually received by Wildwood, and the denominator of which shall be the present value of the remaining rent payments which GWTIDA would be required to make but for such Taking pursuant to this Section 2(b)(ii) or, if the amount of such fraction is zero, then GWTIDA shall continue to pay annual rent in an amount equal to \$183,000 (as adjusted pursuant to the first paragraph of this Section 2(b)(ii)).

c. Reconstruction of the Parking Facility. NJSEA will be responsible for the reconstruction of the Parking Facility on the Property in accordance with the design specifications prepared by the Architect.

d. Additions, Alterations and Improvements. All additions, alterations and improvements to the Property or the Parking Facility made during the Term shall be made by NJSEA from time to time in its sole discretion and at its sole cost and expense.

e. Removals, Easements, Licenses and Permits. NJSEA, for itself and in the name and on behalf of Wildwood, may grant sub-leases, easements, licenses, rights of way and other rights and privileges with respect to the Property.

(i) In the event it may be necessary or convenient for the proper performance of this Agreement on the part of NJSEA that Wildwood execute an application or applications to any governmental or other agency for any permit, license, exemption or credit or take any action in furtherance of the transactions contemplated by this Agreement, Wildwood agrees that, upon the reasonable request of NJSEA, it will execute any such application or applications or take such other action so specified by NJSEA.

(ii) NJSEA shall fully comply with and keep in full force and effect, at NJSEA's cost and expense, all applicable certificates, licenses, authorizations, registrations, permits and approvals necessary for the operation of the Property, or any part thereof, and/or the construction of the Convention Center Project, including, without limitation, all required environmental, zoning and other permits and approvals (collectively, the "Permits and Approvals"). GWTIDA hereby agrees to assign to NJSEA all its right, title and interest in such Permits and Approvals as and when NJSEA shall request, and in this connection NJSEA shall use its best efforts to obtain any necessary consents or approvals required for such assignments.

f. NJSEA's Personal Property. All fixtures, equipment, improvements, alterations, installations (other than trade fixtures and installations) which are attached to the Property or the Parking Facility, and any additions and appurtenances made by NJSEA to the Property or the Parking

Facility shall become property of NJSEA upon installation. Not later than the last day of the Term, NJSEA shall, at its own expense, remove from the Property all of its personal property, trade fixtures and installations. NJSEA at its sole cost and expense, shall repair Injury done by or in connection with the installation or removal of such personal property, trade fixtures or installations.

g. Insurance.

(i) NJSEA shall, at NJSEA's sole cost and expense, maintain or cause to be maintained, to the extent reasonably obtainable, insurance coverage which is commonly maintained for comparable properties, including: (i) "all risk" coverage on the Property and all improvements located thereon together with NJSEA's personal property, including, but not limited to, standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, to the extent of their full replacement value. All claims arising under the above mentioned "all risk" coverage shall be negotiated with and payable to NJSEA. The coverage limit set forth herein shall be reviewed by NJSEA and Wildwood from time to time and adjusted in accordance with NJSEA's normal practices and procedures; (ii) commercial general liability insurance, including but not limited to, premises, bodily injury, personal injury and contractual liability and independent contractors coverages for or injury resulting from any and all acts or omissions on the part of NJSEA, as stated under the Agreement. Such insurance to afford protection to the limit of not less than Three Million (\$3,000,000.00) Dollars in respect to injury or death to any one person or to any number of persons or property damage arising out of a single occurrence. GWTIDA and Wildwood will be named as additional insureds; and (iii) workmen's compensation insurance covering all persons employed by NJSEA.

(ii) Promptly after the date of issuance, and at least thirty (30) days prior to the expiration date of any policy, NJSEA shall furnish to Wildwood evidence of such insurance and payment of premiums thereon. Any general liability insurance policy shall name Wildwood as an additional insured thereunder and shall, to the extent obtainable, provide that no cancellation or lapse thereof or change therein shall be effective until after thirty (30) days written notice to Wildwood at the address specified in this Agreement.

(iii) Each insurance policy required to be maintained under this Agreement shall state that the insurance provided thereunder is primary insurance without any right of contribution from any other insurance which may be carried by or for the benefit of Wildwood.

(iv) If and to the extent that NJSEA may request, Wildwood will cooperate with NJSEA in connection with any action to be taken under or in respect of such insurance and Wildwood hereby appoints and designates and reserves the right in and for NJSEA, in its own name or in the name of Wildwood,

as NJSEA may elect, to take all action which Wildwood may take in respect of such insurance and all matters relating thereto; provided, however, that all costs and expenses of Wildwood or by reason of any such action taken by NJSEA shall be borne by NJSEA. NJSEA shall have exclusive discretion in controlling all matters regarding insurance relating to the Property.

h. **Warranty of Title; Quiet Enjoyment.** Wildwood warrants the title to the Property and the Parking Facility. Wildwood covenants that NJSEA upon keeping and performing each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of NJSEA to be kept and performed, shall quietly enjoy the Property without hindrance or molestation by Wildwood or by any other person lawfully claiming by, through or under Wildwood.

i. **Condemnation.**

(i) If the whole of the Property shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted or threatened for the taking or condemnation thereof and NJSEA elects in its discretion to terminate this Lease as a result of the institution or threat of such suit or other action (a "Taking"), then this Lease shall terminate, and the Term hereof shall expire as of the date of such Taking. Any proceeds or awards from the Taking shall be paid first to the NJSEA to the extent required to pay or reimburse NJSEA for the cost of securing comparable parking facilities having an equal number of parking spaces, and second, the excess, if any, shall be paid to Wildwood. In structuring any transaction to secure comparable parking facilities, NJSEA will attempt in good faith to preserve for Wildwood, to the extent reasonably practicable, the residual value of the Property which would have inured to Wildwood at the end of the term of this Lease but for the Taking of the Property.

(ii) In the event of a partial Taking of the Property whereby NJSEA determines in its discretion that the repair thereof would be impracticable or the improvements remaining would no longer be suitable for the operation of the Parking Facility as contemplated by this Lease, then this Lease shall terminate, and the Term hereof shall expire as of the date of such Taking. Any installments of rent then due shall be paid, prorated to the date of termination, and the proceeds or awards from the Taking shall be applied as set forth in subparagraph (i) above.

(iii) In the event that a partial Taking occurs but NJSEA does not elect to terminate this Lease, then the Property shall be deemed to include only the portions not so taken and NJSEA shall, if and to the extent it determines the same to be feasible and practicable, use its best efforts to repair or reconstruct the improvements on the remaining Property so as to be useful for the operation of the Parking Facility as contemplated by this Lease. The proceeds or awards

from such partial Taking shall, to the extent not used for such repair or reconstruction, be applied as set forth in subparagraph (i) above.

(iv) Wildwood shall cooperate fully with NJSEA at the sole cost and expense of NJSEA in the prosecution or defense of any prospective or pending Taking with respect to the Property or any part thereof and shall, to the extent it may lawfully do so, permit NJSEA to litigate in any proceeding resulting therefrom in the name of and on behalf of Wildwood. In no event shall Wildwood voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending Taking with respect to the Property or any part thereof without the prior written consent of NJSEA.

j. Assignment and Subletting; Transfer or Disposition of the Property.

(i) NJSEA may assign or sublease its interest in the whole or part of the Property or the Parking Facility without prior written consent of Wildwood.

(ii) Wildwood shall not transfer, convey or otherwise dispose of all or any portion of its interest in the Property without consent of NJSEA.

k. Environmental Laws.

(i) Wildwood warrants that with regard to the Property and the Parking Facility it has complied with all applicable environmental laws, rules and regulations, including, but not limited to, the Environmental Cleanup Responsibility Act of 1983 ("ECRA"), or any successor act thereto, including the Industrial Site Remediation Act (N.J.S.A. 13:1K-6 et seq.) ("ISRA").

(ii) NJSEA and GWTIDA shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the Property, any Hazardous Substances, other than as used in connection with the construction, normal maintenance or operation of the Property and provided such use is in compliance with all applicable environmental laws. As used herein, Hazardous Substances shall be defined as any "hazardous chemical," "hazardous substance" or similar term as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), ECRA, or any successor act thereto, including ISRA, the New Jersey Spill Compensation and Control Act, as amended (N.J.S.A. 58:10-23.11b, et seq.), any rules or regulations promulgated thereunder, or in any other present or future applicable federal, state or local law, rule or regulation dealing with environmental protection.

l. Parties Bound. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to.

m. No Merger. There shall be no merger of this Lease, or the leasehold estate created by this Lease, with any other estate or interest in the Property, or any part hereof, by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, and (b) any such other estate or interest in the Property or any part thereof; and no such merger shall occur unless and until all persons, corporations, firms and other entities having an interest (including a security interest) in (i) this Lease or the leasehold estate created by this Lease; and (ii) any such other estate or interest in the Property, or any part hereof, shall join in a written instrument affecting such merger and shall duly record the same.

n. Representations, Covenants and Warranties. Wildwood represents, covenants and warrants to NJSEA that:

(i) Wildwood has the full corporate power and authority to enter into this Lease and perform its obligations hereunder.

(ii) Wildwood shall not encumber all, or any part of its interest in the Property or the Parking Facility without the prior written consent of NJSEA, and any attempt to encumber all, or any part, of its interest in the Property or the Parking Facility shall be null and void and of no force or effect.

(iii) From and after the date hereof, Wildwood shall not enter into any other contracts, documents, instruments or agreements with respect to the Property or the Parking Facility without the prior written consent of NJSEA.

(iv) Except as set forth on Exhibits B and C annexed hereto and made a part hereof, Wildwood owns good and marketable title to the Property free of all liens and encumbrances.

(v) No ordinance or restrictive covenant would interfere with the intended use of the Property or the Parking Facility.

NJSEA represents, covenants and warrants to Wildwood that NJSEA has the full corporate power and authority to enter into this Lease and perform its obligations hereunder.

o. Lease Recordation. Wildwood and NJSEA agree that upon the execution of this Lease, a memorandum of the same shall be recorded in the Office of the County Clerk of Cape May County, New Jersey.

p. Miscellaneous.

(i) This Lease contains the entire contract between the parties, with respect to the Parking Facility and the Property. No representative, agent or employee of Wildwood or NJSEA has been authorized to make any representations or promises with reference to the leasing of the Property or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals, or extensions hereof shall be binding unless reduced to writing and signed by Wildwood and NJSEA.

(ii) The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provisions herein, but such other clauses or provisions shall remain in full force and effect.

(iii) The paragraph headings in this Lease are for convenience only and are not to be considered in construing the same.

SECTION 3. Application of Available Revenues; Reformation and Payment of the Revenue Bonds.

a. Notwithstanding any term or provision of the Revenue Bonds, the Revenue Bond Resolution or any other agreement between and among Wildwood, GWTIDA, and NJSEA including, but not limited to, the Operating Agreement and the Assumption Agreement, Wildwood agrees and acknowledges that from and after the date hereof, the principal of and interest on the Revenue Bonds shall be paid only from Available Revenues in the order of priority shown in Section 3(b) hereof, and in the event that the amount of Available Revenues in any Fiscal Year are insufficient to pay in whole or in part the principal and interest coming due on the Revenue Bonds in such Fiscal Year in the order of priority set forth in Section 3(b), Wildwood agrees it shall have no claim or cause of action against any of the parties hereto, and that any unpaid portion of the Revenue Bonds shall accrue to the following Fiscal Year or years, to be paid from Available Revenues received in such following Fiscal Year in the order of priority set forth Section 3(b), without further accrual of interest.

b. Available Revenues in each Fiscal Year shall be applied as follows:

FIRST: to the payment of all Operating Expenses; and

SECOND: to the funding of any and all reserves established for the Convention Center Project, including, without limitation, a working capital reserve/capitalized maintenance fund, in the amounts required pursuant to NJSEA's budget for the Convention Center Project as in effect from time to time; and

THIRD: to the payment of the PILOT; and

FOURTH: to the payment of the principal of and interest on the Revenue Bonds coming due in such Fiscal Year, including any amounts carried over from any prior Fiscal Year as provided in Paragraph a of this Section 3; and

FIFTH: as determined by NJSEA, with the consent of the Treasurer, and subject to the provisions of the Act.

c. In the event that the amount of Available Revenues in any Fiscal year is insufficient to pay in full the items listed in clause FIRST through FOURTH in Section 3(b) hereof, NJSEA agrees in any such year to seek an express, separate appropriation from the State through the State Treasurer to satisfy any such shortfall to make sufficient monies available to pay in full the items listed in clause FIRST through FOURTH in Section 3(b).

d. To effectuate the reformation of the payment terms of the Revenue Bonds to those set forth in this Section 3, the parties hereby agree as follows:

(i) Wildwood hereby agrees and acknowledges that the outstanding principal amount of the Revenue Bonds on the date hereof is Three Million Twenty-Two Thousand Three Hundred Ninety-Two Dollars and Ten Cents (\$3,022,392.10), that all interest payments are current and that principal and interest are payable on the Revenue Bonds on September 6 in each year at the rates per annum and in the principal amounts set forth on Exhibit A annexed hereto and made a part hereof; and

(ii) From and after the date hereof, all covenants and agreements of NJSEA or GWTIDA set forth in the Revenue Bond Resolution shall be discharged and of no further force and effect, the obligation of GWTIDA and NJSEA to pay the indebtedness evidenced by the Revenue Bonds shall be governed solely by the terms of this Agreement.

SECTION 4. Modification of Operating Agreement. Pursuant to Paragraph 15.1 of the Operating Agreement, said Operating Agreement is annually renewable upon one hundred twenty (120) days written notice after December 31, 1998. The Operating Agreement is hereby extended for a term until December 31, 2000. At the expiration of this one (1) year extension, said Operating Agreement may be extended for additional one (1) year periods at the sole discretion of NJSEA and pursuant to the terms and conditions of the Operating Agreement.

SECTION 5. Maintenance of Dunes System. Wildwood, Wildwood Crest and North Wildwood agree to equitably share the cost of maintaining the dunes system surrounding the New Convention Center in a manner prescribed by NJSEA, and

consistent with approvals issued by the New Jersey Department of Environmental Protection.

SECTION 6. Relocation of Outfall Lines.

a. NJSEA agrees that it shall reconfigure and reconstruct the storm water outfall lines from the perimeter of its property line on Ocean Avenue in Wildwood as required to construct the New Convention Center. Wildwood, Wildwood Crest and North Wildwood agree to reconstruct, or to reimburse NJSEA for the construction of, the storm water system from Ocean Avenue to the perimeter of NJSEA's property line in conformance with NJSEA's specifications.

b. Wildwood, Wildwood Crest and North Wildwood further agree to apply to the appropriate governmental entities for a grant of funds to extend the outfall lines from the mean high water line into the Atlantic Ocean in conformity with plans to be approved by the New Jersey Department of Environmental Protection; if and when said grant is received, Wildwood, Wildwood Crest and North Wildwood agree to complete the New Convention Center's outfall line on a first priority basis.

SECTION 7. Payment in Lieu Of Taxation To Wildwood. NJSEA agrees to extend the 1995 Payment in Lieu of Taxes Agreement and to pay to Wildwood the sum of Thirty Thousand (\$30,000) Dollars per year, payable on or before February 1 of each calendar year, commencing February 1, 2000, as a payment in lieu of taxation for the term of this Agreement. The PILOT shall be payable solely from Available Revenues and in the order of priority set forth in Section 3(b) hereof. The PILOT shall be indexed to the consumer price index applicable to Southern New Jersey, commencing January 1 of the first year after the Completion Date. The PILOT shall constitute the sole monetary obligation for the term of this Agreement from NJSEA to Wildwood in lieu of any real or personal property taxation for the Convention Center Project, including, without limitation, the Existing Convention Center, the New Convention Center the Property, the Parking Facility and any other related improvements or operations during the Term of this Lease.

SECTION 8. Convention-Related Public Services. Wildwood, Wildwood Crest and North Wildwood agree that they shall cooperate in providing essential public services to the Existing Convention Center, the New Convention Center, the Property and the Parking Facility without additional cost to NJSEA or GWTIDA, including, but not limited to, public safety services. Said services shall include police and fire services as are needed to accommodate events to be held at the Existing Convention Center and the New Convention Center and to provide for the safety and comfort of visitors using the Existing Convention Center and the New Convention Center.

SECTION 9. Relocation of Band Shell. NJSEA shall reimburse Wildwood up to One Hundred Sixty-Seven Thousand (\$167,000.00) Dollars for the construction of a band shell in accordance with plans developed by Wildwood and approved in writing by NJSEA. Said reimbursement shall be over and above NJSEA's other obligations under

this Agreement. In June of 1999, an Intergovernmental Agreement, also known as the "Band Shell Agreement," was entered into between Wildwood and NJSEA, the terms and conditions of which are incorporated herein by reference.

24. **SECTION 10. USED Grant-Matching Fund.** NJSEA will pay a share of the local portion of a matching grant to be obtained by Wildwood for street improvements to Ocean Avenue in Wildwood adjacent to the New Convention Center and the Parking Facility (the "Ocean Avenue Improvements") in an amount up to Two Hundred Sixty Thousand (\$260,000) Dollars. Said payment shall be over and above NJSEA's other obligations under this Agreement. Wildwood agrees that (a) the specific program of improvements to be made from monies received under the Grant shall be subject to the prior written approval of NJSEA, and (b) subject to NJSEA's prior written approval as aforesaid, to construct or cause to be constructed the Ocean Avenue Improvements in a timely manner and in accordance with the construction schedule for the New Convention Center and the Property.

SECTION 11. Miscellaneous.

- a. Nothing in this Agreement shall be deemed to create or impose, directly or indirectly, any personal or individual obligation, responsibility or liability on any individual member, officer or employee of any of the parties hereto.
- b. This Agreement is intended to be solely for the benefit of and shall be binding upon the parties hereto and their successors and is not intended to and shall not confer any rights or benefits upon any third party.
- c. In the event a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 12. Notices. Any notice, demand, statement or other communication which, under the terms of this Agreement or under and statute or law, must or may be given, shall be given by hand delivery to the respective parties, or by confirmed fax, or by registered or certified mail, return receipt requested, or by reputable private overnight delivery service with delivery acknowledged and delivery charges prepaid, addressed to the respective parties as follows:

To the City of Wildwood:
City Clerk
City of Wildwood
4400 New Jersey Avenue
Wildwood, NJ 08260

To the City of North Wildwood:
City Clerk

City of North Wildwood
10th & Atlantic Avenue
North Wildwood, NJ 08260

To the Borough of Wildwood Crest:
City Clerk
Borough of Wildwood Crest
6101 Pacific Avenue
Wildwood Crest, NJ 08260

To the Greater Wildwoods Tourism
Improvement and Development Authority:
Executive Director
GWTIDA
PO Box 217
Wildwood, NJ 08260

To the New Jersey Sports and Exposition Authority:
James A. DiEleuterio, President
NJSEA
Meadowlands Sports Complex
50 State Route 120
East Rutherford, NJ 07073

To the State of New Jersey, Department of Treasurer:
State Treasurer
State of New Jersey
Department of Treasury
PO Box 002
Trenton, NJ 08625-0002

With a copy to:

Mark H. Sandson, Esquire
Hankin Sandson Sandman Bradley & Palladino
30 South New York Avenue
Atlantic City, NJ 08401

Any such notice, demand, statement or other communication shall be deemed to have been given or made upon hand delivery or faxed or when deposited, postage paid, in the U.S. Mail, or delivered, charges prepaid or charged to sender, to a reputable private overnight delivery service, as the case may be. Any of the above addresses may be changed at any time notice is given as above provided.

SECTION 13. Limitation of Liability. All funds to be paid by NJSEA in connection with this Agreement in satisfaction of its obligations shall be satisfied only

out of Available Revenues, and NJSEA shall not be obligated to make any payments out of, and there shall be no recourse by any party to, any other funds or assets of NJSEA, whether general funds or specifically designated funds for another project of NJSEA. In addition, the parties hereby acknowledge that the construction by NJSEA of the Convention Center Project, including, but not limited to, the construction of the New Convention Center and the reconstruction of the Parking Facility, and including, without limitation, the payment and performance of any related obligations of NJSEA hereunder and under the Operating Agreement, the Assumption Agreement and any other document or instrument executed by NJSEA in connection herewith or therewith, shall be subject to and dependent on the issuance by NJSEA of the State Contract Bonds in an amount sufficient, together with other funds available therefor, to pay the cost of such construction.

SECTION 14. Compliance with Laws. In the performance of this Agreement, all the parties hereto shall comply with all applicable Federal, State and local laws, rules, regulations, codes and ordinances, including, but not limited to, all employment, anti-discrimination, and employee benefit laws.

SECTION 15. Assignment. NJSEA may assign portions or the entirety of this Agreement to another entity as may be required for financing or other purposes.

IN WITNESS WHEREOF, all the parties have duly executed this Agreement as of the day and year first above written.

ATTEST:

Patricia A. Rhodes

THE CITY OF WILDWOOD

By: Duane Sloan
Duane Sloan, Mayor

ATTEST:

Robert H. Hankins

THE CITY OF NORTH WILDWOOD

By: Aldo A. Palombo
Aldo A. Palombo, Mayor

ATTEST:

Kevin M. Yano

THE BOROUGH OF WILDWOOD CREST

By: John J. Pantalone
John J. Pantalone, Mayor

ATTEST:

Mary Erceg

THE GREATER WILDWOODS TOURISM
IMPROVEMENT AND DEVELOPMENT
AUTHORITY

By: Steven P. Russo

ATTEST:

Christina M. Perberg

NEW JERSEY SPORTS AND EXPOSITION
AUTHORITY

By: James A. DiEleuterio, Jr.
James A. DiEleuterio, Jr.
President

WITNESS:

Robert M. Pettyman

NEW JERSEY STATE TREASURER,
DEPARTMENT OF THE TREASURY

By: Robert W. Marshall

Exhibit A

Terms of the Wildwood Notes

Maturity (September 6)	Principal Amount	Interest Rate	Total Debt Service
2000	\$129,664.22	1.5%	\$175,000.00
2001	\$131,608.08	2.5%	\$175,000.00
2002	\$153,977.82	2.5%	\$223,005.79
2003	\$157,827.26	2.5%	\$223,005.79
2004	\$161,772.94	2.5%	\$223,005.79
2005	\$165,817.27	2.5%	\$223,005.79
2006	\$169,962.70	2.5%	\$223,005.79
2007	\$174,211.77	2.5%	\$223,005.79
2008	\$178,567.06	2.5%	\$223,005.79
2009	\$183,031.24	2.5%	\$223,005.79
2010	\$187,607.02	2.5%	\$223,005.79
2011	\$192,297.19	2.5%	\$223,005.79
2012	\$197,104.62	2.5%	\$223,005.79
2013	\$202,032.24	2.5%	\$223,005.79
2014	\$207,083.04	2.5%	\$223,005.79
2015	\$212,260.12	2.5%	\$223,005.79
2016	\$217,566.62	2.5%	\$223,005.79

STATE OF NEW JERSEY :

SS.

COUNTY OF CAPE MAY :

BE IT REMEMBERED that on this 8th day of NOVEMBER, 1999, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Duane Sloan, who, being by me duly sworn on his/her oath depose and make proof to my satisfaction that he/she is the Mayor of The City of Wildwood, "Wildwood" referred to in the within instrument; that Duane Sloan is the MAYOR of the City of Wildwood; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument is signed and delivered by said MAYOR as and for his/her act and deed, and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his/her name thereto as witness.

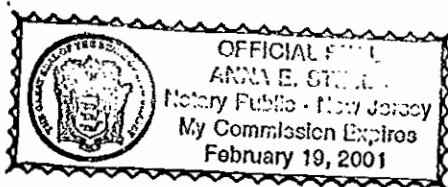
Municipal Clerk

Patricia A. Rhodes

Sworn and Subscribed to before me
this 10th day of November,
1999.

Anna E. Stahl

NOTARY PUBLIC STATE OF NEW JERSEY



STATE OF NEW JERSEY :

SS.

COUNTY OF CAPE MAY :

BE IT REMEMBERED that on this 16th day of NOVEMBER, 1999, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Aldo A. Palombo, who, being by me duly sworn on his/her oath depose and make proof to my satisfaction that he/she is the Mayor of The City of North Wildwood, "North Wildwood" referred to in the within instrument; that Aldo A. Palombo is the MAYOR of the City of North Wildwood; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument is signed and delivered by said MAYOR as and for his/her act and deed, and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Aldo A. Palombo
Municipal Clerk

Sworn and Subscribed to before me
this 16th day of NOVEMBER, 1999.

Janet H. Harkins

NOTARY PUBLIC STATE OF NEW JERSEY

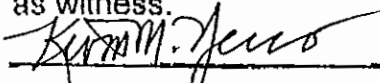
JANET H. HARKINS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 5/12/2004

STATE OF NEW JERSEY :

SS.

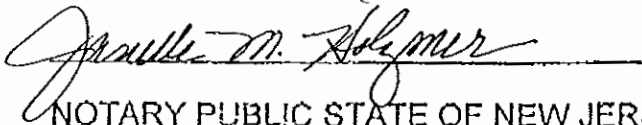
COUNTY OF CAPE MAY :

BE IT REMEMBERED that on this 16th day of NOVEMBER, 1999, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared John J. Pantalone, who, being by me duly sworn on his/her oath depose and make proof to my satisfaction that he/she is the Mayor of The Borough of Wildwood Crest, "Wildwood Crest" referred to in the within instrument; that John J. Pantalone is the MAYOR of the Borough of Wildwood Crest; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument is signed and delivered by said MAYOR as and for his/her act and deed, and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his/her name thereto as witness.



Municipal Clerk

Sworn and Subscribed to before me
this 16th day of November, 1999.



NOTARY PUBLIC STATE OF NEW JERSEY

JAYELLE M. [unclear]
Notary Public of New Jersey
My Commission Expires Sept. 12, 2003

STATE OF NEW JERSEY :

SS.

COUNTY OF CAPE MAY :

BE IT REMEMBERED that on this 18th day of November, 1999, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ARLIEN FRANCO, who, being by me duly sworn on his/her oath depose and make proof to my satisfaction that he/she is the CHAIRPERSON, of The Greater Wildwoods Tourism Improvement and Development Authority, "GWTIDA" referred to in the within instrument; that ARLIEN FRANCO is the CHAIRPERSON of GWTIDA; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument is signed and delivered by said CHAIRPERSON as and for his/her act and deed, and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Sworn and Subscribed to before me
this 18th day of November, 1999.

Lynne J. Yanucci
NOTARY PUBLIC STATE OF NEW JERSEY

LYNNE J. YANUCCI
NOTARY PUBLIC of NEW JERSEY
My Commission Expires Sept. 30, 2000

STATE OF NEW JERSEY :

SS.

COUNTY OF Bergen :

BE IT REMEMBERED that on this 11th day of February, 2000, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared James A. DiEleuterio, Jr., who, being by me duly sworn on his/her oath depose and make proof to my satisfaction that he/she is the President of The New Jersey Sports and Exposition Authority, the "NJSEA" referred to in the within instrument; and that James A. DiEleuterio, Jr., is the President of NJSEA; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument is signed and delivered by said President, as and for his/her act and deed, and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his/her name thereto as witness.

James A. DiEleuterio Jr.

Sworn and Subscribed to before me
this 11th day of February, 2000.

Christine H. Steinberg

NOTARY PUBLIC OF NEW JERSEY

CHRISTINE H. STEINBERG
Attorney -At-Law
State of New Jersey

STATE OF NEW JERSEY :

SS.

COUNTY OF Merced :

BE IT REMEMBERED that on this 18th day of January, ²⁰⁰⁰~~1999~~, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Rolando Macalolo who, being by me duly sworn on his/her oath depose and make proof to my satisfaction that he/she is the Treasurer of the State of New Jersey, referred to in the within instrument; and that Rolando Macalolo ~~State Treasurer~~ that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument is signed and delivered by said President, as and for his/her act and deed, and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Sworn and Subscribed to before me
this 18th day of January,
~~1999~~ ²⁰⁰⁰

Rolando Macalolo
NOTARY PUBLIC OF NEW JERSEY

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 14, 2000

-----COMPARISON OF FOOTERS-----

-FOOTER 1-
622114.06

-2-

-FOOTER 2-
622114.06

-FOOTER 3-
622114.06
-[47] 5-

-FOOTER 4-
622114.06

622114.06

Exhibit B

Permitted Uses

Table 1
Permitted Principal Uses

-
1. Hotels including accessory uses such as restaurants, bars, retail, spas, pools, recreation, banquet facilities and entertainments uses
 2. Hotel/residential mixed-use including accessory uses such as restaurants, bars, retail, spas, pools, recreation and entertainment uses
 3. Mid and high rise residential including accessory uses such as restaurants, bars, retail, spas, pools, recreation and entertainment uses
 4. Restaurants, bars and taverns including beach bars
 5. Retail
 6. Commercial garages
 7. Combined retail, dining and entertainment resort facility
-

1. Permitted accessory uses. Permitted accessory uses may include restaurants, bars, beach bars, entertainment uses such as theaters, comedy clubs, bowling alleys, recreational uses such as zip lines and the like for any principal use. Accessory uses may also include off-street parking, parking garages, fences and walls, signage, loading areas, and public open space and related elements which are commonly ancillary to principal permitted uses.
2. General Use Regulations. The following general use standards shall apply to all permitted uses:
 - a. Minimum and maximum limits for various uses. The distribution of uses shall comply with the following:
 - i. Commercial uses shall only be located on the first floor of any mixed-use building except that restaurants, clubs and banquet facilities may be permitted on upper floors.
 - ii. Upper story residential uses may project into the street

right-of-way, subject to the grant of an air rights easement by City.

- b. The accessory use regulations set forth in Section 508 A, B, and E - G and Section 509 B of the City Land Development Ordinance shall apply to accessory uses.
- 3. Specific use standards. The following standards shall apply to Residences in multi-family buildings and upper story residences in mixed use buildings.
 - a. Controlled and secure access for the residential use shall be provided.
 - b. Dwelling units shall contain a complete kitchen, toilet and bathing facilities, and not more than three bedrooms.
 - c. Studio apartments shall have a floor area of at least 400 square feet, one-bedroom dwelling units shall have a floor area of at least 650 square feet, two-bedroom apartments shall have a floor area of at least 800 square feet and three-bedroom units shall have a floor area of at least 950 square feet.
 - d. Off-street parking for multifamily dwelling units shall be provided in accordance with the New Jersey Site Improvements Standards (N.J.A.C. 5:21, as amended).

Bulk Standards

Table 2
Commercial and Mixed-Use Bulk Regulations

Zoning Standard	Requirement
Minimum lot area (square feet)	N/A
Minimum lot width (feet)	No Minimum Established
Minimum front yard setback (feet)	No Minimum Established
Minimum side yard setback (feet)	No Minimum Established
Minimum rear yard setback (feet)	No Minimum Established
Maximum principal building coverage (percent)	80
Maximum Lot Coverage (percent)	80
Maximum Building Height	Building height may extend to the lower of 250' or 25 Stories from the TOC

Maximum Density (FAR)	10 (excluding structured parking facility)
Minimum Distance to Other Buildings Above 75' from TOC (feet)	50
Accessory Structure: Minimum Distance to front and side property line (feet)	5
Accessory Structure: Maximum Height	1 story or 20' from TOC (whichever is less)
Accessory Structure: Minimum Distance to Other Buildings (feet)	10

Supplemental Regulations

A. General Regulations

1. Parking for residential uses shall comply with the New Jersey Residential Site Improvement Standards.
2. The off-street parking requirement may be reduced for a proposed redevelopment project that incorporates the use of shared parking facilities or street parking located immediately adjacent to the project site or is designed for occupancy as an age-restricted residence. The Planning Board, at its discretion, may grant a reduction in the number of required parking spaces during site plan review. Any such reduction may rely on the findings of a parking study, and such study shall demonstrate that the number of parking spaces available for the proposed uses is sufficient and shall not result in any adverse impacts to traffic or parking on streets within the surrounding area.
3. Commercial Uses shall not be required to provide parking or loading spaces.
4. Residential/Hotel units shall provide 1 parking space for units up to 650 sq.ft. and 2 parking spaces for units over 650 sq.ft.
5. Up to 25% of required parking may be located in adjoining commercial districts.
6. Street Vacations: At the request of the Redeveloper, the City may vacate.

B. Distribution of Uses

The square footage devoted to commercial uses shall be identified on the site plan. The amount of open space and landscaped open space shall be calculated and identified on the site plan.

C. Prohibited Uses

All industrial uses, as well as any commercial uses that may be noxious or injurious by reason of production or emission of dust, smoke, refuse matter, coal or gas fumes, noise, vibrations, or similar substances or conditions. Such uses may include, but are not limited to the following:

- i. Automobile service stations.
- ii. Gasoline filling stations.
- iii. Auto body repair and auto mechanical repair shops.
- iv. Automobile parts sales.
- v. Automobile washing establishments.
- vi. Automobile dealerships.
- vii. Appliance repair and/or service.
- viii. Billboards.
- ix. Adult themed retail clubs and/or bars wherein admission is restricted to those 18 and older.

D. Signs

Signs may be provided consistent with the provisions of Section 609 of the City's Land Development Ordinance.

E. Stormwater Management

Stormwater management facilities located in and serving development shall meet all applicable requirements established pursuant to any and all local and state regulations.

F. Street, Curbs and Sidewalks

Proposed right-of-way improvements shall meet the requirements set forth in the City's Land Development Ordinance at Sections 607 and shall be consistent with the streetscape design and standards presently being implemented in other areas of the City.

Exhibit C

REQUEST FOR EXPRESSIONS OF INTEREST CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Please initial below, indicating that your proposal includes the itemized documents.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

1. An original and 4 signed copies of your complete proposal and 1 digital copy	
2. Non-Collusion Affidavit properly notarized	
3. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity	
4. Authorized signatures on all forms	
5. Business Registration Certificate(s)	
6. Affirmative Action Statement	
7. Partnership Disclosure Statement	

Note: *N.J.S.A. 52:32-44* provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE-LISTED REQUIREMENTS**

NAME OF PROPOSER:

Person, Firm or Corporation

BY: _____
(NAME) (TITLE)

Exhibit D

In accordance with Affirmative Action Law, P.L. 1975, c. 127 (N.J.A.C. 17:27) with implementations of July 10, 1978, successful proposals must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the proposer agrees as follows: (a) the contractor or subcontractor, where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status, sex, or handicap; such action shall include, but not be limited to the following: employment, upgrading, demotion or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause; (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or worker's representative notice of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

By submission of qualifications, the Respondent certifies that the services to be furnished will not infringe upon any valid patent, trademark or copyright and the successful Respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will hold the City harmless in case of any such infringement.

No Respondent shall influence, or attempt to influence, or cause to be influenced, a City employee or official to use his/her official capacity in any manner which might tend to impair the objectivity or independent of judgment of said employee or official.

No Respondent shall influence, or attempt to influence, or cause to be influenced, a City employee or official to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.

Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's decision shall be final and conclusive.

The City shall not be responsible for any expenditure of monies or other expenses incurred by the respondent in making its request for consideration.

The checklist, affidavits, notices and the like presented at the end of this RFQ/RFP are a part of this RFQ/RFP and shall be completed and submitted as part of this submission.

Respondent must agree not to represent any parties adverse to the City, its agencies and

commissions, during the term of the engagement.

Disclosure of Contribution to New Jersey Election Law Enforcement Commission

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contribution with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive a contract in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Exhibit E

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:

ACCEPTED BY:

TITLE: _____

DATE: _____

Exhibit F

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____ SS:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

- . THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
- . THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
- . THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF WILDWOOD RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
- . THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A. 52:34-25)

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 201____.

(TYPE OR PRINT NAME OF AFFIANT
UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____, 20____.

Exhibit G

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement shall be included with the Submission

Name of Business: _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Set forth below are the names and addresses of all owners of ten (10) percent or more of the proposing business entity.

Name: _____	Name: _____
Address: _____	Address: _____
Name: _____	Name: _____
Address: _____	Address: _____

STOCKHOLDER DISCLOSURE CERTIFICATION (continued)

NAME OF BUSINESS ENTITY

SIGNATURE

TITLE

Notary Public of

My Commission Expires: _____, 20____.

Exhibit H

PARTNERSHIP DISCLOSURE STATEMENT

(To be submitted with proposal)

- . In the past five years, is or was any member of your firm been a City officer or employee or an officer or employee of an independent City authority, commission or agency? If yes, then provide the name of the individual and position held.

Yes ☐ No ☐

Name	Position	Term
------	----------	------

- . Is or was any member of your firm (or a member of his/her family) been a member of the City Board of Commissioners? If yes, then provide the name of the individual below and his/her relationship.

Yes ☐ No ☐

Name	Position	Term
------	----------	------

- . Has any member of your firm ever been arrested, indicted, or convicted of a crime? If yes, then please further explanation and copies of any relative documents.

Yes ☐ No ☐

Name	Position	Term
------	----------	------

- . Has any member of your firm ever declared bankruptcy or been the member or shareholder of an entity that has declared bankruptcy?

Yes ☐ No ☐

Name	Position	Term
------	----------	------

Reason for censure:

PARTNERSHIP DISCLOSURE STATEMENT (continued)

- . Has any individual who would provide services under this contract or has the firm or any of its members ever been sued for malpractice during the last five years?

Yes ☐ No ☐

Name	Position	Term
------	----------	------

Reason for Action:

Outcome:

- . Has any member of your firm ever been barred from doing business with any state, county or municipal government? If yes, then please provide further written explanation, including the date and copies of relevant documentation.

Yes ☐ No ☐

Name	State, County or Municipality	Term
------	-------------------------------	------

- . Has any member of your firm sued or represented a party in any matter against Wildwood City in the past five years? If yes, then please identify the matter/case and provide further written explanation, including the date and copies of relevant documentation.

Yes ☐ No ☐

Name	Date
------	------

Exhibit I

Hold Harmless Agreement

The redeveloper of the Beachfront Parking Lots Redevelopment Project shall defend, indemnify and hold harmless the City of Wildwood (the "**City**"), its agents, servants and administrators, from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any costs of defense incurred by the City and any payments, recoveries and judgments against the City, which arise from actions or omissions of the such redeveloper, its agents or employees in the execution of the work and/or duties to be performed as outlined in the scope of services under this contract.

Costs shall be deemed to include, but not limited to, attorneys' fees, filing expenses, expert witness fees, reproduction costs, and travel and telephone expenses in connection with defense and shall bear the prevailing interest rate, where applicable.

The redeveloper of the Beachfront Parking Lots Redevelopment Project shall be responsible for all damage to persons or property caused or alleged to have been caused by or incident to the execution of this work, and shall defend claims or suits arising from or incident to work without expense to the City, its agents, servants and/or administrators.

Date

Signature:

Print Name:

Title: