

**RESOLUTION: 85-20**

**RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN  
PROFESSIONAL SERVICES ADOPTED BY THE BOROUGH OF  
CLAYTON**

*WHEREAS*, there exists a need for specialized services on behalf of the Borough of Clayton; and

*WHEREAS*, funds are or will be available for this purpose; and

*WHEREAS*, the Local Public Contracts Law, N.J.S.A. 40A:11-1 requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised.


*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That Triad Associates, of Vineland, New Jersey is hereby hired to provide Municipal Retail and Services Gap Analysis, for a total amount not to exceed \$19,500.00.
2. The term of this contract shall be from April 23, 2020 to April 22, 2021.
3. Donna Nestore, CFO, for the Borough of Clayton certifies that \$19,500.00 is available through the 2020 Municipal Budget, Economic Development.
4. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-11-5(1)(a), and the Fair and Open Process because it is for services performed by persons authorized by law to practice a recognized profession.
5. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Borough of Clayton.
6. A notice in accordance with the Local Public Contracts Law of New Jersey shall be published in The Sentinel or South Jersey Times.
7. The Mayor and Clerk of the Borough of Clayton are hereby authorized to execute a Contract outlining the above on behalf of the Borough of Clayton.

*ADOPTED* at a meeting of the Mayor and Council of the Borough of

Clayton, County of Gloucester, and State of New Jersey on April 23, 2020.

BOROUGH OF CLAYTON

A handwritten signature in cursive script, appearing to read "Anthony Saban", written over a horizontal line.

ANTHONY SABAN, Acting Mayor

Attest:

A handwritten signature in cursive script, appearing to read "Sue Miller", written over a horizontal line.

SUE MILLER, Acting Deputy Clerk



March 11, 2020

Thomas Bianco, Mayor  
Borough of Clayton  
125 N. Delsea Drive  
Clayton, NJ 08312

**RE: Authorization to Proceed – Borough of Clayton  
Municipal Retail and Services Gap Analysis**

Mayor,

As a follow up to our meeting with members of your Administration and Council, Rowan University College of Business and business representatives, per your request, we have prepared the attached Proposal to represent the Borough of Clayton with the preparation of a Municipal Retail and Services Gap Analysis.

Prior to preparing this proposal we reviewed the "Marketing Plan for the Borough of Clayton" prepared by the Rowan University Marketing Consultancy dated May, 2017.

The Marketing Plan sets forth a marketing strategy that includes goals and projected outcomes based on a review of demographic traits in the Borough in comparison with municipalities in the surrounding region. It offers a competitive asset analysis and various marketing recommendations. We believe this information in the Marketing Plan will complement the work that we propose to carry out in the Gap Analysis which will also include a detailed Action Agenda that focuses on those sectors (retail, service, etc.) that are identified in the Gap Analysis. Our focus is on what sectors to target an aggressive 'Marketing Plan'. However, before implementing the Marketing Plan, we need to have a clear understanding regarding the 'gaps' in the Borough's business base, why they exist and what are realistic alternatives that serve as a niche market tailored to Clayton. Based on the Gap Analysis, we will be able to reach consensus on who we are marketing to and be confident in the reasons why. As part of the Action Agenda, our Report will identify priority investment opportunities; tools and financing aligned with and potentially building off of Gloucester County's Loan Programs; a review of potential public and private partners; and a timeline for implementing a Gap Analysis based business retention/attraction strategy.

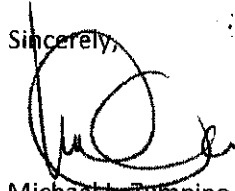
At our meeting I had opportunity to speak with Stephen M. Kozachyn, III, Director, William G. Rohrer College of Business. We discussed the potential to have his students work on some of the data collection that will be necessary in conducting the Gap Analysis. My Vice-President Steve Kehs has reached out to Director Kozachyn. In the event we can engage students working through the College of Business, we will be able to make a corresponding adjustment to our fee proposal. For now, I ask that you approve our Proposal as presented with the above understanding.

Please allow this letter to confirm that Borough of Clayton has authorized TRIAD Associates to prepare Municipal Retail and Services Gap Analysis as an authorized project.

It is agreed that for all services rendered by TRIAD Associates in connection with the preparation of a Municipal Retail and Services Gap Analysis, including those set forth on Exhibit "A" hereto, TRIAD will be paid a total compensation of \$19,500.00 as set forth on Exhibit "B" hereto.

Please indicate your confirmation of the foregoing by signing both copies of this letter where indicated. Please retain one copy for your records and return the other signed copy for our files.

Sincerely,



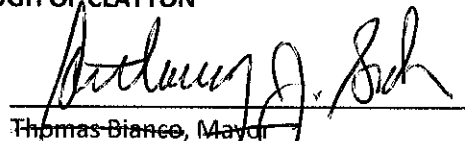
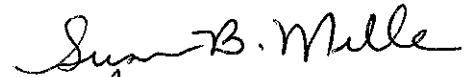
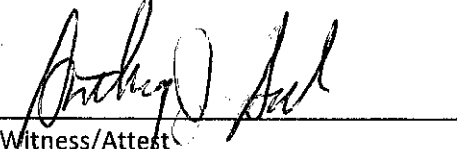
Michael L. Zumpino, CEO  
MZ/mm

cc: Franklin Brown, Councilman  
Susan Miller, Administrator

Agreed to this 23 day of APRIL, 2020

BOROUGH OF CLAYTON

By:

  
~~Thomas Bianco, Mayor~~  
Anthony Saban, Acting Mayor  
  
Witness/Attest

## **EXHIBIT A**

### **PROJECT DESCRIPTION AND SCOPE OF WORK**

#### **Borough of Clayton** **Preparation of Municipal Retail and Services Gap Analysis**

Attached to and made a part of the Agreement dated March 11, 2020, between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF CLAYTON** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

**PROJECT DESCRIPTION:** The Borough of Clayton is located in Gloucester County, New Jersey and is a community of just over 8,000 residents. The Borough is interested in exploring opportunities to compete for new investment in retail trade, services, and other growth in its local economy. This scope of work defines the approach that Triad Associates will employ to prepare a Retail and Services Gap Analysis. This Analysis will identify those areas of the municipal economy that are strong and currently viable and those areas where there are opportunities for new investment.

**PROPOSED SCOPE OF WORK:** The following is an outline of the proposed Retail and Services Gap Analysis, which will identify existing conditions and potential investment opportunities in the Borough's economy.

- I. CLAYTON'S ECONOMY TODAY
  - A. Population and Demographic Overview
    - 1. Borough Characteristics
    - 2. Regional and Market Comparisons
  - B. Business Overview
    - 1. Numbers of Businesses
    - 2. Types of Businesses
    - 3. Vacant and/or Underutilized Structures and Locations
    - 4. Map of Business Locations and Employment Concentrations
    - 5. Highway, Transportation and other Economic Assets
  - C. Employment in the Borough
    - 1. Levels of Employment
    - 2. Dominant Employment Sectors
    - 3. In and Out commutation of the Workforce
  - D. Labor Force Characteristics
- II. THE MUNICIPAL AND REGIONAL MARKET
  - A. Market Definition
    - 1. The Convenience Market
    - 2. The Larger Commuter Market
  - B. Market Strengths
  - C. Gaps in the Retail and Service Market
  - D. Other Opportunities

- III. STRENGTHS AND WEAKNESSES
  - A. Assets upon which to Build New Opportunities
  - B. Overcoming Barriers
  - C. Employer and Stakeholder Outreach (Survey and Roundtable Meetings)
- IV. RETAIL, SERVICE, AND OTHER SECTORS WHERE INVESTMENT POTENTIAL EXISTS
  - A. Retail Opportunities
  - B. Service Opportunities
  - C. Other Investment Opportunities
  - D. Defining a Niche for Clayton Borough
- V. AN ACTION AGENDA
  - A. Priority Investment Opportunities
  - B. Tools and Financing
  - C. Partners
  - D. Timeline and Strategy
- VI. SUMMARY AND NEXT STEPS

**DATA TO BE FURNISHED TO CONSULTANT:** The Client shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement.

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated March 11, 2020, between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF CLAYTON** ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** Principal shall provide compensation of \$19,500.00 for services provided in accordance with Exhibit A as follows:

- Preparation of Municipal Retail and Services Gap Analysis

**METHOD OF PAYMENT:** Principal agrees to pay Consultant in accordance with the following billing schedule:

- Consultant shall submit monthly progress invoices until project completion.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

**UNSPECIFIED TECHNICAL SERVICES:** For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

**COPIES:** Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.