

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#1

INTRODUCING AND APPROVING THE 2015 BUDGET OF THE
SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF OCEAN CITY

WHEREAS, as required by N.J.S.A. 40:56-84, the District Management Corporation shall submit a detailed annual budget for the approval by resolution of the governing body in an amount of \$311,448.00; and

WHEREAS, Business and Neighborhood Development Association, Inc. is designated as the District Management Corporation; and

WHEREAS, proper notice will be given by public advertising and posting in public places, regarding the time, place and the date of public hearing on the Special Improvement District Budget.

NOW THEREFORE BE IT RESOLVED, that the attached statements of revenues and appropriations shall constitute the Special Improvement District Budget for year 2015. Said budget shall be published in the Ocean City Sentinel Ledger in the issue of December 17, 2014. A hearing on the Special Improvement Budget will be held in the Ocean City Council Chambers on January 8, 2015 at 7:00 p.m.

CERTIFIED BY:

Frank Donato III
Chief Financial Officer

Michael J. Allegretto
Council Vice President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinotte	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
City Clerk

2015 SPECIAL IMPROVEMENT DISTRICT

	SID ZONES			
	Boardwalk	Ninth Street	Asbury Avenue	TOTAL
	47.69%	9.40%	42.91%	
REVENUES				
Total Levy by District	\$ 87,405	\$ 17,240	\$ 78,713	\$ 183,448
Tourism Partnerships	\$ 50,000		\$	50,000
Fund Raising Activities/Sponsorships	\$ 58,000			58,000
Utilization of Prior Year Reserve	\$ 20,000			20,000
TOTAL REVENUES	\$ 215,495	\$ 17,240	\$ 78,713	\$ 311,448

APPROPRIATIONS

BAND/MAINSTREET Overhead Expenses	\$ 10,500	\$ 500	\$ 5,000	\$ 16,500
Office Supplies	\$ 2,000			2,000
Phone/Internet				-
Payroll Services				-
Administrative Assistance	\$ 500	\$ 500	\$ 500	1,500
Promotion Administration	\$ 8,000		\$ 5,000	13,000
Mainstreet Conferences/Other Meetings				-
State Fees/Payments				-
subtotal to top	\$ 10,500	\$ 500	\$ 5,000	16,500

Salaries+Benefits	\$ 1,000.00	\$ -	\$ -	\$ 1,000
Executive Director				-
Accountant				-
Promotions Coordinator				-
Maintenance Worker	1,000			1,000
Payroll Taxes+ Benefits				-
subtotal to top	1,000	-	-	1,000

Audit + Insurance	\$ 5,382	\$ 1,000	\$ 4,842	\$ 11,284
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Promotions	\$ 189,683	\$	\$ 22,916	\$ 228,279
Advertisement	5,000			5,000
Promotions	184,683	15,680	22,916	223,279
subtotal to top	189,683	15,680	22,916	228,279

Design Expense	5,000	-	28,000	33,000
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Debt Service/State Loan Payable	\$ 3,930	\$ -	\$ 17,455	\$ 21,385
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Reserved				-
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Total Appropriations	\$ 215,464.07	\$ 17,240.44	\$ 78,712.69	\$ 311,448
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Introduction: 12/4/2014
 Advertisement: 12/17/2014
 Public Hearing: 1/8/2015
 Final Adoption: 1/8/2015

Band President

Frank Donato CFO #N9651

ORDINANCE NO. 14-44

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY Ocean City Homes Zone

BE IT ORDAINED by the Mayor and Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

Section 1.

Section 25-107 Definitions of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

Attic shall mean the unfinished, nonhabitable space between the ceiling beams of the top story and the roof rafters, ~~accessible only by pull-down stairs~~. An attic shall be in compliance with subsection 25-300.16.1.e.

Section 2.

Section 25-204.19.5 Ocean City Homes R-1 Neighborhood Zone Schedule of District Regulations of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

Ocean City Homes R-1 Neighborhood Zone - Schedule of District Regulations

Zone District	Minimum Lot Area (Square Feet)		Minimum Lot Width and Lot Frontage (Feet)		Minimum Yard Requirements (Feet)			Min. Lot Depth (Feet) (4)	Maximum Building Height (5,6,7)	Total Stories ⁽⁸⁾		Floor Area Ratio (FAR) (percent)	Maximum Building Coverage (percent) (7)	Maximum Impervious Coverage (percent)
	Interior	Corner	Interior	Corner	Front (1)	Rear	Side		Pitched Roof	Non-Alley Lots	Alley Lots			
OCH	5,000	6,000	50	60	Schedule B	25% of Lot Depth	Schedule C	100	Schedule D	2	2	50	25	50

NOTES TO SCHEDULE (Ocean City R-1 Neighborhood):

- (1) In all zone districts, the minimum front yard setback shall be as indicated on Schedule B, "Schedule of Front Yard Setback Depths by Street." Where development is proposed on lots adjacent to a street not listed on Schedule B, the front yard shall be the average setback of the adjacent buildings on the entire block, as determined from a certified survey provided by the applicant/owner.
- (2)-(3) Reserved.
- (4) The minimum required lot depth and lot frontage indicated shall be provided, except that lots with less than the required depth or frontage at the time of adoption of this Ordinance, shall be deemed to be conforming for purpose of lot depth.
- (5) See Section 25-300.16 for design controls governing eaves, dormers, porches and half-stories.
- (6) ~~RESERVED Where a roof does not meet the definition of pitched, the maximum height of such roof shall be 5 feet less than the permitted roof height.~~
- (7) Refer to Section 25-209.5, Schedule D – Residential Building Height.
SCHEDULE B—Schedule of Front Yard Setback Depths by Street (Section 25-209.2)
SCHEDULE C—Schedule of Side Yard Setbacks (Section 25-209.3)
- (8) ~~*An attic as defined herein with a maximum height from the main roof eave to roof peak of six (6) nine (9) feet, and in compliance with subsection 25-300.16.1.e shall be permitted in the OCHN Zone, Such attic is not considered a half-story.~~
(Ord. #02-19; Ord. #03-12, §5; Ord. #08-12, §§3, 4; Ord. #09-28, §§7, 12; Ord. #12-19, §5; Ord. #14-04 § 2)

Section 3.

All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

Section 4.

If any portion of this Ordinance is declared to be invalid by a Court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance which shall remain in full force and effect.

Section 5.

This Ordinance shall take effect in the time and manner prescribed by law.

Jay A. Gillian, Mayor

Michael Allegretto, Council Vice President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the **4th day of December 2014**, and will be taken up for second reading and final passage at a meeting of said Council held on the **29th day of December 2014**, in Council Chambers, City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

Sheila Cottrell, Deputy City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

OFFICE OF CITY CLERK

Summary

The Ocean City Homes Neighborhood Zone is the only single-family zone in the City that does not permit a half-story, and where attic height is limited to six (6) feet. The existing 6-foot attic height limit and pull-down stair requirement results in practical difficulties for homeowners desiring access to an attic for storage of personal items. Accessibility under the current ordinance is particularly problematic for senior citizens and individuals whose mobility has been compromised. As an incentive to encourage and accommodate year-round residents and provide a functional attic in the OCHN Zone, this ordinance increases allowable attic height from 6 feet to 9 feet (refer to Note #8 above), and removes the requirement for a pull-down stair. No change to building height is proposed and all other building controls applicable to this zone including eave height, stories and FAR are retained.

ORDINANCE NO. 14-45

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE BETWEEN THE CITY OF OCEAN CITY AND GREATER OCEAN CITY THEATRE COMPANY, INC. FOR THE LEASE OF MUNICIPAL LANDS (1501 West Avenue, Block 1504, Lot 15)

BE IT ORDAINED by the Mayor and Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

Section 1 – Findings

WHEREAS, the City of Ocean City owns the real property commonly known as 1501 West Avenue (shown on the municipal tax map as Block 1504, Lot 15) (hereinafter, “the Property”); and,

WHEREAS, the Property is a vacant building which has not been occupied by City personnel in approximately 4 years; and,

WHEREAS, the Property is not currently needed for municipal use; and,

WHEREAS, it has come to the attention of the City that the Greater Ocean City Theatre Company, Inc. is in need of a permanent base of operations from which to conduct its many and varied services in the promotion of the performing arts, benefitting the citizens, and particularly the youth, of Ocean City and the surrounding communities; and,

WHEREAS, pursuant to N.J.S.A. 40A:12-14, a municipality is authorized to lease any real property not needed for public use and which is not otherwise dedicated or restricted pursuant to law; and,

WHEREAS, N.J.S.A. 40A:12-14(c) further provides and authorizes a lease to a non-profit corporation for a public purpose, provided that such Lease shall be authorized by Ordinance, and further authorizes such Lease for a nominal consideration; and,

WHEREAS, N.J.S.A. 40A:12-15(i) includes, among the permitted purposes for which a lease of public lands may be made “(a)ny activity for the promotion of the health, safety, morals and general welfare of the community of any nonprofit corporation or association.”; and,

WHEREAS, the City Council recognizes that the activities of the Greater Ocean City Theatre Company, Inc. promote the general welfare of the community;

THEREFORE, the City Council hereby adopts this ordinance, which authorizes the lease of the Property to Greater Ocean City Theatre Company, Inc.

Section 1

The Mayor is hereby authorized to enter into a Lease Agreement with Greater Ocean City Theatre Company, Inc. for the lease of the Property. Said lease shall be for an initial term of five (5) years. The consideration shall be nominal and shall be stated at the sum of One Dollar (\$1.00) per year. The Lease Agreement shall be prepared or approved by the City Solicitor.

Section 2

The Lease authorized in Section 2 hereof shall be expressly subject to the following terms, among others:

- A. The Property shall be used by Greater Ocean City Theatre Company, Inc. for a purpose described in N.J.S.A. 40A:12-15(i), as noted above, subject to the terms and conditions of an agreement to be negotiated between the City of Ocean City and the Greater Ocean City Theatre Company, Inc. which defines the rights, duties and responsibilities of the respective parties.

B. City Council reserves the right to terminate the lease and to make the Property available to a successor entity or group to be used for the same or similar purpose, or for any other purpose permitted by law, in the event that Greater Ocean City Theatre Company, Inc. should, in the opinion of the City Council, cease to exist or become inactive.

Section 3

In compliance with N.J.S.A. 40A:12-13, as the same may be amended or supplemented from time to time, Greater Ocean City Theatre Company, Inc. shall annually submit a report to the Mayor, or his designee, setting out the use to which the Property was put during each year, the activities it has undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

Section 4

The Mayor is hereby authorized to take all action necessary or required to carry out the intent and purpose of this ordinance including, but not limited to, executing the lease agreement,

Section 5

All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

Section 6

If any portion of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect the remaining portions of the ordinance which shall remain in full force and effect.

Section 7

This Ordinance shall take effect in the time and manner prescribed by law.

Jay A. Gillian, Mayor

Michael J. Allegretto
Council Vice President

The above Ordinance was passed on first reading by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 4th day of **December, 2014**, and will taken up for a second reading and final passage at a meeting of said Council held on the **18th** day of **December, 2014**, in Council Chambers, at seven o'clock in the evening.

Sheila Cottrell
Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on _____, 2014, BY and BETWEEN:

CITY OF OCEAN CITY,
A Municipal Corporation of the State of New Jersey
City Hall
9th Street and Asbury Avenue
Ocean City, NJ 08226

hereinafter referred to as "LANDLORD" or "LESSOR" or "CITY", and

GREATER OCEAN CITY THEATRE COMPANY, INC., a non-profit corporation
854 Asbury Avenue, Suite 3
Ocean City, NJ 08226

hereinafter referred to as "TENANT" or "LESSEE";

W I T N E S S E T H:

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PROPERTY LEASED.

1.1 LANDLORD agrees to rent to the TENANT and the TENANT agrees to lease from the LANDLORD the land and premises located at 1501 West Avenue (Block 1504, Lot 15 on the current tax map of the City of Ocean City). The property consists of a vacant building and is hereby leased entirely "AS IS". The LANDLORD makes no representations as to the condition or suitability of the property or its environmental condition, for any use or purpose. The TENANT acknowledges the TENANT has had the opportunity to fully inspect the land prior to the execution of this Lease, its environmental condition and TENANT accepts the land "AS IS".

2. TERM AND RENEWAL.

2.1 The term of this Lease shall be FIVE (5) YEARS commencing _____, 2015 and ending on _____, 202__.

3. RENTAL; NOMINAL CONSIDERATION.

3.1 This Lease is entered into for a nominal consideration on ONE (\$1.00) DOLLAR PER YEAR. This Lease is executed with a non-profit corporation for a public purpose as set forth in this Lease. Material conditions of the lease, and the nominal consideration, are (a) the non-profit

status of the Tenant, and (b) the use of the Property by the TENANT as a theatre company which promotes and provides dance, music and theatre education for adults and youth. A nominal consideration is expressly authorized by N.J.S.A. 40A:12-14(c).

3.2 As additional consideration for the rental of the PROPERTY, TENANT shall perform the following public services:

- A. Operate youth theatre camps in Ocean City through the CITY's Department of Community Services;
- B. Provide master of ceremony services by its Artistic Director upon the request of the CITY for parades, pageants and other events as designated, from time to time, by the Director of the Department of Community Services.

3.3 The CITY's Director of Community Services shall be TENANT's point of contact regarding this Agreement.

4. PURPOSE; USE.

4.1 The property leased hereunder shall be used for the following purpose or purposes: The property described herein shall be used by the TENANT, a nonprofit organization, in the operation of a theatre company, promoting the dramatic arts.

4.2 The property shall not be used for any other purposes except those specified herein without the prior written consent and approval of the GOVERNING BODY OF THE CITY OF OCEAN CITY.

5. UTILITIES.

5.1 The cost of all utilities shall be paid by the TENANT.

6. REPAIRS AND MAINTENANCE.

6.1 The TENANT shall maintain, repair and keep in satisfactory condition the land and any building constructed thereon including, but not limited to, the exterior of the building, the roof, the structure, all services for utilities, and all areas, including the exterior grounds.

6.2 TENANT shall maintain the PROPERTY in a clean and sanitary condition, free from trash, flammable or hazardous material and other objectionable matters, and shall not encumber or obstruct the sidewalks or entrances to the PROPERTY. TENANT shall make, at its sole cost and expense, all repairs necessary to maintain the PROPERTY and shall keep the interior of the PROPERTY and the fixtures therein in neat and orderly condition. This includes, without limitation, the floors, walls, ceilings, windows (both glass and window frame), plumbing, appliances,

electrical and all other parts of the Premises. The CITY shall maintain the external walls that surround the PROPERTY, all external plumbing that serves the PROPERTY, and all sidewalks, or other right of way on which the PROPERTY may abut. The CITY shall be responsible for maintenance of the roof and pilings. If the TENANT refuses or neglects to make repairs for which it is responsible, or fails to diligently prosecute the same to completion, after written notice from the CITY of the need therefor, the CITY may make such repairs at the expense of TENANT and such expense shall be collectible as additional rent. Any such repairs and any labor performed or materials furnished in, on or about the PROPERTY shall be performed and furnished by TENANT in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the PROPERTY, the requirements of any board of underwriters having jurisdiction thereof, as well as any reasonable regulations imposed by the CITY pertaining thereto. Without limitation of the foregoing, the CITY shall have the right to designate any and all contractors and suppliers to furnish materials and labor for such repairs.

7. ALTERATIONS.

7.1 There shall be no other alterations to the leased premises without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

8. INSURANCE.

8.1 As a condition of this Lease, the TENANT shall obtain a policy of comprehensive general liability insurance with a company or companies acceptable to the CITY. Unless a different amount is required by the Risk Management Consultant of the CITY, the limits of coverage shall be a minimum of One Million (\$1,000,000.00) Dollars for damage or injury to any one person, with an aggregate coverage of One Million (\$1,000,000.00) Dollars. Minimum property damage coverage shall be in the amount of One Hundred Thousand (\$100,000.00) Dollars. The CITY OF OCEAN CITY shall be named as an additional insured. The TENANT shall provide a Certificate of Insurance to the CITY evidencing that such policy is in existence and that the CITY OF OCEAN CITY is an additional insured. The CITY, in its sole discretion, may reduce these insurance requirements upon written notice to TENANT.

8.2 The TENANT shall also maintain "all risk" property insurance with extended coverage endorsement which includes, but is not limited to, insurance against loss by fire, vandalism and malicious mischief in an amount equal to the full insurance value of the leased premises and all improvements therein; and flood insurance in an amount acceptable to the CITY.

8.3 If, for any reason, the TENANT is unable to obtain the insurance in the specified amounts and to maintain such insurance coverage in effect, the same shall be grounds for the cancellation of the Lease.

9. DESTRUCTION OR DAMAGE TO LEASED PREMISES.

9.1 In the event that the property is partially damaged or destroyed by fire, the elements or other casualty, the TENANT shall be solely responsible to repair or replace the structure. If the TENANT determines that it is not practical or feasible to restore the damage, then the TENANT shall be solely responsible for the demolition of the structure and restoration of the property to a properly graded vacant lot, and the Lease shall terminate.

9.2 In the event that the property is totally destroyed by fire, the elements or other casualty, if the TENANT determines that it is not practical or feasible to restore the damage, then the TENANT shall be solely responsible for the demolition of the structure and restoration of the property to a properly graded vacant lot, this Lease shall terminate.

10. COMPLIANCE WITH LAWS.

10.1 TENANT represents and warrants that in the use and occupancy of the leased premises, that it will comply with all applicable laws of the United States and the State of New Jersey, including the applicable rules and regulations of any Federal or State agency having jurisdiction. TENANT shall further comply with all applicable laws of the State of New Jersey and the County of Cape May, as well as all applicable Municipal Ordinances enacted with the City of Ocean City. Failure of the TENANT to comply with all applicable laws and ordinances within thirty (30) after written notice to cease the violation thereof shall constitute grounds for eviction.

11. POLLUTION; DISCHARGE OR STORAGE OF HAZARDOUS MATERIALS.

11.1 TENANT shall not do anything or otherwise permit anything to occur which will result in pollution of the site. TENANT shall not store or discharge any materials of a hazardous nature or substance, as those terms are defined by Federal or State law.

11.2 In the event of any pollution of the site which arises from any action of the TENANT, its agents, servants or employees, the TENANT shall be solely responsible for the clean-up and remediation of the site.

11.3 TENANT agrees to indemnify the CITY from any claim arising out of any pollution of the leased premises by reason of any action of the TENANT or TENANT's agents, servants or employees.

12. INSPECTION BY CITY.

12.1 The CITY shall have access to the property at all reasonable times to inspect the property and to make any repairs required to be made under this Lease. The LANDLORD agrees that the TENANT, on paying the rent and performing the covenants and conditions contained in this

Lease, shall and may peaceable and quietly have, hold and enjoy the leased premises for the term of the Lease.

13. REMOVAL OF TENANT'S PROPERTY.

13.1 At the expiration of this Lease, TENANT shall remove from the leased premises all personalty belonging to the TENANT and turn over the building to the City broom clean, with all debris removed from the structure and the lot. However, the building and all fixtures therein shall then become the property of the City. Any personalty not removed by the TENANT shall be disposed of by the CITY in such manner as the CITY deems appropriate in the exercise of its sound judgment and discretion.

13.2 Any repairs or alterations made to the leased premises pursuant to the terms of this Lease shall remain at the expiration of said Lease and shall become the property of the CITY.

14. DEFAULT BY TENANT.

14.1 If the TENANT defaults under any of the terms and conditions of this Lease, the CITY shall notify the TENANT of the nature and extent of such default and TENANT shall have THIRTY (30) DAYS within which to cure the default, unless the nature of the default poses an imminent threat to the public health, safety or welfare or to the subject property, in which event, the TENANT shall immediately move to cure the default and shall eliminate the default within TEN (10) DAYS of notice to do so. In the event that the TENANT does not cure the default within such time period, then the CITY may, in the exercise of its sole judgment or discretion, terminate the Lease and re-enter the property, or the CITY may take the necessary and appropriate action to cure the default and to charge the cost of curing the default to the TENANT. The TENANT shall thereupon make reimbursement to the CITY and upon failure to do so shall, again, be deemed in default under this Lease and the Lease may be terminated.

14.2 In the event that the default is such that the CITY is required to bring an action, in law or in equity, seeking the cure of the default or the eviction of the TENANT, the TENANT shall be responsible for all costs incurred by the CITY, including reasonable attorney's fees, Court costs and related expenses, all of which shall be considered to be additional rent.

15. NOTICES.

15.1 Any notice required to be given pursuant to this Lease shall be given to the parties, by certified mail, return receipt requested, at the following addresses:

To the Landlord: City of Ocean City
c/o City Clerk
861 Asbury Avenue
Ocean City, NJ 08226

City of Ocean City
c/o Director of Community Services
861 Asbury Avenue
Ocean City, NJ 08226

Copy to: Dorothy F. McCrosson, Esquire
200 Asbury Avenue
Ocean City, NJ 08226

To the Tenant: Ocean City Regional Theater Company, Inc.
854 Asbury Avenue, Suite 3
Ocean City, NJ 08226

15.2. Should there be any change of address, it shall be the responsibility of the party changing the address to notify the other party of such change. Such notification shall be made, in writing, and within ten (10) days of any such change.

16. CONTINGENCIES.

16.1 This Lease is expressly contingent upon the requirements of the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq.

17. REPRESENTATION AND WARRANTIES OF TENANT.

17.1 TENANT hereby represents and warrants each of the following facts or matters:

- (A) TENANT is a validly formed and existing non-profit corporation organized and existing under the laws of the State of New Jersey and in good standing.
- (B) TENANT has qualified and is currently qualified as a non-profit corporation under both Federal law and the law of the State of New Jersey.

- (C) TENANT's corporate status shall remain in good standing in the State of New Jersey and TENANT shall maintain its non-profit status during the term of this Lease and will provide, at least annually, and at such other time or times as the CITY may request, documentary evidence attesting to such facts.
- (D) TENANT will report, at least annually, to the CITY regarding the use of the demised property, which report shall meet and satisfy the requirements of N.J.S.A. 40A:12-14, as the same may be amended and supplemented, which report shall be in writing setting forth the use to which the leasehold was put during the year; the activities of the LESSEE undertaken in furtherance of the public purpose for which the leasehold was granted, the approximate value or cost, if any, of such activities in furtherance of such purpose, and an affirmation of the continued tax-exempt status of the non-profit corporation pursuant to both State and Federal law. Said report shall be filed by February 15th and shall cover the activities of the preceding calendar year.
- (E) TENANT acknowledges that it has inspected the property and relies on said inspection and accepts the property in its present condition "AS IS" and further acknowledges that the CITY and its agents have not made any representations or warranties of any nature whatsoever as to the condition of the property or with respect to any other matters.

18. EARLY TERMINATION.

- 18.1 This Lease may be subject to early termination upon the happening of any one (1) or

more of the following events:

- (A) Default by the TENANT as defined herein, which is not cured or corrected by the TENANT within the time periods specified.
- (B) TENANT's violation of or failure to comply with any of the several requirements of Paragraph 17 hereof.
- (C) In the event that the TENANT should, in the opinion of the CITY GOVERNING BODY, cease to exist or become inactive.
- (D) In the event that the lands and premises described herein and constituting the leasehold should ever cease to be used for the purposes described herein.
- (E) For any other reason as set forth in the Lease.

19. EXHIBITS.

19.1 The following Exhibits are attached to this Lease, incorporated by reference and made a part hereof:

Exhibit "A:: Copy of Ordinance No. _____ ,
finally approved by the City Council
of the City of Ocean City on _____
_____.

20. ENTIRE CONTRACT.

20.1 This Agreement represents the entire and only Agreement between the parties hereto. There are no other representations, warranties or statements of any kind or nature, except for those which are set forth in this Agreement.

21. AMENDMENTS.

21.1 This Agreement can only be amended, in writing, signed by the parties to this Agreement and with respect to the CITY, in accordance with the manner established by law. No verbal amendment or informal amendment shall be binding or effective.

22. RECORDING.

22.1 Neither this Agreement, nor an abstract thereof, shall be recorded in the office of the Clerk of Cape May County, or elsewhere, without the express written consent of the CITY OF OCEAN CITY. Any violation of this provision is hereby deemed to be a material breach of this Agreement, which justifies the immediate termination of the Lease.

23. ASSIGNMENT.

23.1 This Agreement is executed by the CITY with a non-profit corporation for a public purpose. In entering into this Lease Agreement, the CITY must be satisfied that the TENANT meets the statutory requirements established by New Jersey law and continues to meet those requirements during the term of this Lease. For that reason, the TENANT is expressly prohibited from assigning this Lease to any other person or entity, including any successor Veterans organization, without the express written approval of the CITY OF OCEAN CITY. Any breach of this provision shall constitute a material breach under this Lease, which shall place the TENANT in default and if such default is not cured as provided herein, this Lease may be terminated by the CITY.

24. CONTROLLING LAW.

24.1 This Agreement shall be construed in accordance with the laws of the State of New Jersey. Without intending to limit the generality of the foregoing, this Lease shall be subject to the provisions of the Local Land and Buildings Law of New Jersey, N.J.S.A. 40A:12-1, et seq.

24.2 In the event that this Lease, or any portion thereof, is determined by a Court of competent jurisdiction to be invalid or unenforceable, the Lease shall thereupon terminate.

24.3 In the event that the Ordinance adopted by the CITY OF OCEAN CITY authorizing this Lease is challenged in a Court of competent jurisdiction and should such challenge be successful, then, and in such event, this Lease authorized by said Ordinance shall be null and void and of no force and effect.

THIS LEASE IS EXECUTED as of the date first above written and signed by the respective parties on the respective dates hereinafter indicated.

DATED: _____

CITY OF OCEAN CITY,

ATTEST:

Linda A. McIntyre, City Clerk

DATED: _____

ATTEST:

_____, Trustee

11.25.14

A Municipal Corporation of the
State of New Jersey

By: _____
Jay Gillian, Mayor

GREATER OCEAN CITY THEATRE
COMPANY, INC.

By: _____
Aimee Schultz, President and Trustee

ORDINANCE NO. 14-42

A BOND ORDINANCE APPROPRIATING \$750,000.00 AND AUTHORIZING THE ISSUANCE OF \$712,500.00 IN BONDS AND NOTES OF THE CITY OF OCEAN CITY FOR THE VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF OCEAN CITY, NEW JERSEY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY, (not less than two-thirds of members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this Bond Ordinance are hereby respectively authorized as general improvements to be made or acquired by Ocean City, New Jersey for said several improvements or purposes stated in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to \$750,000.00 including the aggregate sum of \$37,500.00 from Capital Improvement Fund as the several down payments for said improvements for purposes required by law and more particularly described in Section 3 and now available therefore by virtue of a provision in a previously adopted budget or budgets of the City for down payment or for capital improvement or purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$750,000.00 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the City of Ocean City are hereby authorized to be issued in the principal amount of \$712,500.00 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding \$712,500.00 are hereby authorized to be issued pursuant to and within the limitations prescribed by said law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriations made for an estimated cost of each purpose (in each case, including all work or materials necessary therefore or incidental thereto, and as shown on and in accordance with the plans and specifications therefore on file in the Office of the City Clerk and hereby approved), and the estimated maximum amounts of bonds or notes to be issued for each such purpose, are respectively as follows:

SEE ATTACHED SECTION 3

The excess of the appropriations made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefore, as above stated, is the amount of the said down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared and recited as stated:

(a) The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are each a property or improvement which the City may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specifically assessed on property specifically benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this Bond Ordinance is 15.00 years.

(c) The supplemental debt statement required by the said law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statements show that the gross debt of the City as defined in said law is increased by the authorization of the bonds and notes provided for in this Bond Ordinance by \$712,500.00 and the said obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said law.

(d) Amounts not exceeding \$100,000.00 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering cost and other items of expense listed in and permitted under Section 40A:2-20 of said Law, may be included as part of the cost of said improvements are included in the foregoing estimate therefore.

Section 5. The funds from time to time received by the City on account of any grant or monies referred to in Section 1 of this Bond Ordinance shall be used for financing the improvement or purpose described in Section 3 of this Bond Ordinance, by application thereof, either to direct payment of the costs of said improvements or purpose, or to payment or reduction of the amount of the obligations of the City authorized by this Bond Ordinance. Any such funds so received may, and all such funds so received which are not required for direct payment of such costs shall, be held and applied by the City as funds applicable only to the payment of obligations of the City authorized by this Bond Ordinance.

Section 6. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer; provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this Ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such terminations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver the same to the purchaser thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Administrator and Council at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this Ordinance is made. Such report must include the amount, the description, the interest rate, the maturity schedule of the notes sold, and price obtained and the name of the purchaser.

Section 7. The City hereby declares the intent of the City to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. The Chief Financial Officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 9. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this Bond Ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitations of rate or amount.

Section 10. The Capital Budget of the City of Ocean City is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistencies created hereby. To the extent of any inconsistencies, a revised budget has been filed with the Division of Local Government Services.

Section 11. The Bond Ordinance shall take effect twenty (20) days after first publication thereof after final adoption, as provided by said Local Bond Law.

Jay A. Gillian, Mayor

Michael J. Allegretto, Council Vice President

The above ordinance was passed on first reading by the Council of Ocean City, New Jersey, at a meeting of said Council held on the **13th** day of **November, 2014** and was taken up for second reading and final passage at a meeting of said Council held on the **4th** of **December, 2014** in Council Chambers, at seven o'clock in the evening.

Sheila Cottrell, Deputy City Clerk

Section 3 of Bond Ordinance 14-42

<u>Improvement or Purpose</u>	<u>Improvement Authorization</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Useful Life</u>
(A) Improvement by construction, rehabilitation, and repair of public facilities including but not limited a skateboard park located on Block 504	\$ 750,000	\$712,500	15
	<u>\$ 750,000</u>	<u>\$ 712,500</u>	<u>15.00</u>

ORDINANCE #14-43

**AN ORDINANCE GRANTING A UTILITY EASEMENT TO ATLANTIC CITY ELECTRIC COMPANY
AFFECTING BLOCK 3707, LOT 29 AND BLOCK 3808, LOT 12**

WHEREAS, the City of Ocean City is the owner of the real property known as Block 3707, Lot 29, located on Bay Avenue, abutting Somerset Lane, and the real property known as Block 3808, Lot 12, located at 3817 Westminster Lane (hereinafter, collectively, "the Properties"); and

WHEREAS, the Properties are located in Merion Park, the area in which the City is in the process of a drainage project involving the installation of a pump station; and

WHEREAS, the pump station components require electrical service; and

WHEREAS, in order for Atlantic City Electric Company to install the infrastructure for the required electrical service, it will need to install one pole on each of the Properties, as shown on the attached sketches; and

WHEREAS, Atlantic City Electric Company requires an easement from the City in order to install the required poles on City property; and

WHEREAS, it is in the best interests of the City of Ocean City to provide the required easements.

NOW, THEREFORE, BE IT ORDAINED by Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

SECTION 1.

The recitals set forth above are incorporated herein as if set forth at length.

SECTION 2.

The Mayor, or his designee, is hereby authorized to execute and record such utility easement agreements and associated documents as may be necessary to provide the easements described above.

SECTION 3.

If any portion of this ordinance is declared invalid by a Court of competent jurisdiction, it shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect.

SECTION 4.

All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

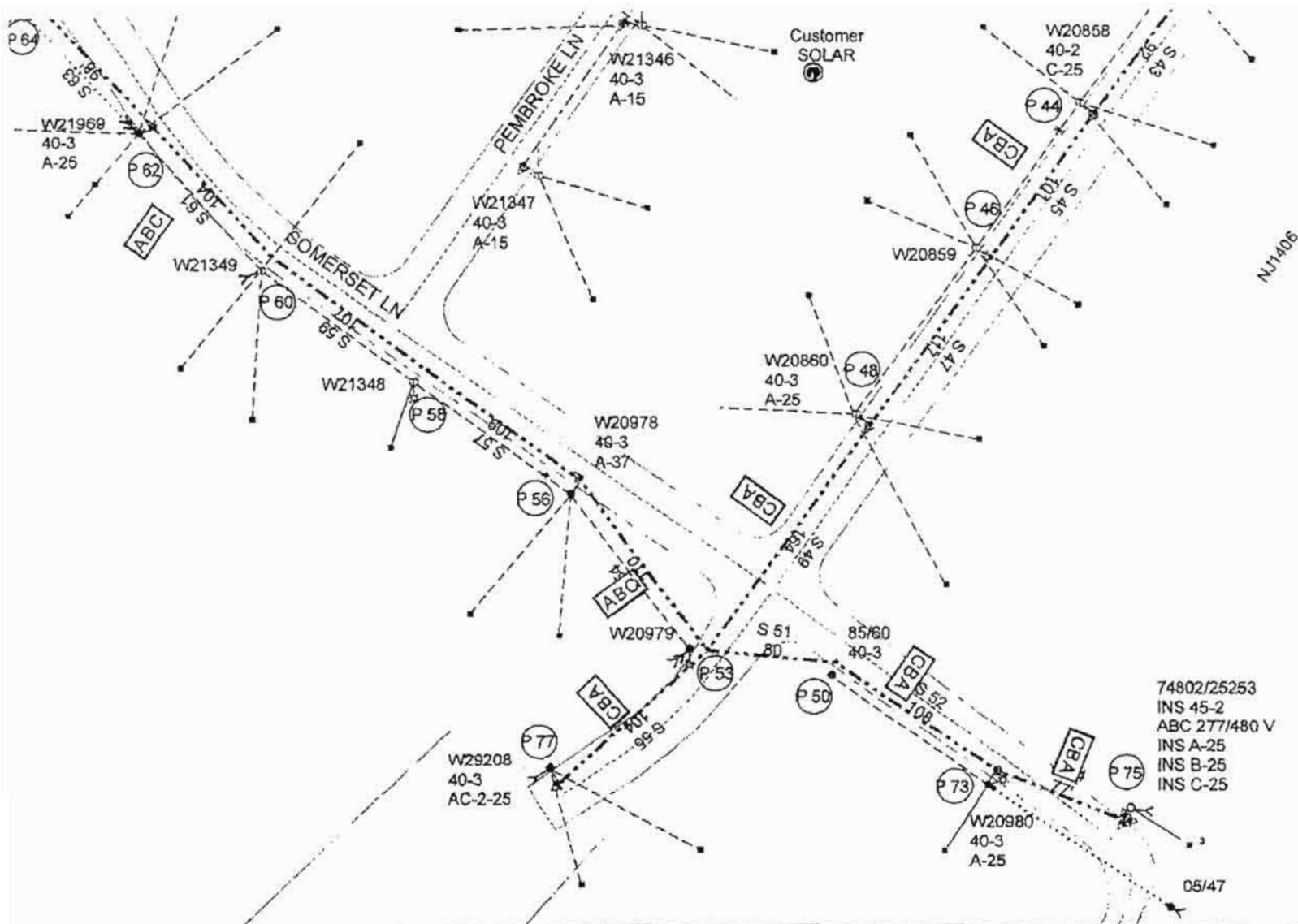
SECTION 5.



This Ordinance shall take effect in the time and manner prescribed by law.

Michael J. Allegretto, Council Vice President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the **13th** day of **November, 2014**, and was taken up for a second reading and final passage at a meeting of said Council held on the **4th** day of **December, 2014** in Council Chambers, City Hall, Ocean City, New Jersey, at in the evening.

Sheila Cottrell, Deputy City Clerk



JustPh#: 609-399-6111 ext 9757	Customer: CITY OF OCEAN CITY			Proj. ID:		 A PG&E Company 
DesgnrPh# 609-483-3821	Address: 3601-Bay-AVE			Reference WR:		
DesgnrName: Horin, Leon W.	City: Ocean City		State: NJ		Scale: 1" equals 80'	
CktName: MARMORA	Description: NEW 3PH PRIMARY EXTENTSION FOR NEW PUMPING STATIONS					
Ckt#: NJ1406						
Protective Device Type: CUTOUT	Class of Service:			ROW:		WR # 5616586
Protective Device ID: W20174	Jurisdiction:	Tree:	WSSC:	Easement:		
Permits:	FR Calorie Count 5					
						Date: 6/2/2014

PRINTED BY

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#2

Bid Specifications available
in City Clerks Office

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY
CONTRACT # 14-40, SUPPLY & DELIVERY OF I-5 SOIL AGGREGATE FOR BEACH PATHS**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #14-40, Supply & Delivery of I-5 Soil Aggregate for Beach Paths.

Michael J. Allegretto
Council Vice-President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 10, 2014 with the bid opening scheduled on Tuesday, December 23, 2014 and an anticipated date of award on Thursday, January 8, 2015.

Files: RAU 14-40, Supply & Delivery of I-5 Soil Aggregate for Beach Paths.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinosso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

Sheila Cottrell, Deputy City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY OPERATIONS

Code Enforcement • Construction • Engineering • Environmental Management • Facilities Management • Planning
Vehicle Maintenance • Zoning

Memo

To: Joseph Clark, Purchasing Agent
From: Michael Rossbach, Community Operations
CC: Michael Dattilo, Roger McLarnon, Frank Donato, Jim Mallon
Date: November 25, 2014
Re: I-5 Soil Aggregate

Community Operations is requesting the support and approval to bid out the acquisition of I-5 Soil Aggregate (gravel). This material is used on the Ocean City beaches for dune cross over paths and is not available on state contract. The intention is to contract out enough material to finish the current paths from the Longport Bridge to 34th St with extra material for maintenance purposes.

As you may know the expectation is for the Army Corps to address the paths below 34th Street when completing the beach fill. If you have any questions or need more information to support bidding this material, don't hesitate to contact me.

cc File

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#3

Bid Specifications available
in City Clerks Office

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY
CONTRACT #15-05, SUPPLY & DELIVERY OF 100 LOW LEAD AVIATION FUEL (AVGAS 100 LL)**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #15-05, Supply & Delivery of 100 Low Lead Aviation Fuel (AVGAS 100 LL).

Michael J. Allegretto
Council Vice-President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 10, 2014 with the bid opening scheduled on Tuesday, December 23, 2014 and an anticipated date of award on Thursday, January 8, 2015.

Files: RAU 15-05, Supply & Delivery of 100 Low Lead Aviation Fuel (AVGAS 100LL).doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

Sheila Cottrell, Deputy City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#4

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH
LEON P. COSTELLO, CPA, RMA OF FORD, SCOTT & ASSOCIATES, LLC AS REGISTERED MUNICIPAL
AUDITING (RMA) SERVICES FOR THE CITY OF OCEAN CITY
FOR THE CALENDAR YEAR 2015**

WHEREAS, the City of Ocean City requires certain professional financial and auditing services for the calendar year 2014, 2015 & 2016; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said services performed; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2015 with said firm will exceed \$17,500.00; and

WHEREAS, the Request for Proposal, (RFP'S) were posted on the City's website, www.ocnj.us and the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 27, 2013, and distributed to two (2) prospective bidders; and

WHEREAS, the Request for Proposals (RFP's) were opened for on Thursday, December 5, 2013 and one (1) proposal was received; and

WHEREAS, Leon P. Costello, CPA, RMA of Ford, Scott & Associates, LLC has been determined to have the necessary expertise and ability to perform the required professional financial and auditing service; and

WHEREAS, Leon P. Costello, CPA, RMA of Ford, Scott & Associates, LLC has agreed to accept the conditions of the City RFP No. Q-14-001, Registered Municipal Auditing (RMA) Services for the City of Ocean City; and

WHEREAS, City Council awarded the original professional services contract with Leon P. Costello, CPA, RMA of Ford, Scott & Associates, LLC as the City's Registered Municipal Auditor Services for the calendar year 2014 on December 12, 2013 through the passage of Resolution No. 13-50-398; and

WHEREAS, a contract for Professional Services with Leon P. Costello, CPA, RMA of Ford, Scott & Associates, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40A-11-5 (a)(1)(i); and

WHEREAS, Leon P. Costello, CPA, RMA of Ford, Scott & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that each entity or individual named above has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit these same entities and individuals from making any contributions through the term of the contract; and

WHEREAS, the vendor has been advised that this award does not guarantee that all of the services listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As services are required, the City Purchasing Manager shall issue Purchase Orders for those services. No services shall be performed for the City without first obtaining a Purchase Order for said services; and

WHEREAS, based on the review and evaluations conducted in accordance with New Jersey State Local Public Contract Law by Frank Donato, III, Director of Financial; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend the award of this contract to Leon P. Costello, CPA, RMA of the firm Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226 for Registered Municipal Auditing (RMA) Services for the City of Ocean City; and

WHEREAS, this contract is awarded through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a Professional Services Contract for Registered Municipal Auditing (RMA) Services for the City of Ocean City to **Leon P. Costello, CPA, RMA** of the firm **Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226** for the calendar year 2015 as follows:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>2nd Year Rates</u>
1.	Registered Municipal Auditing Service	Annual Fee	\$ 30,800.00
2.	Related Hourly Cost & Fees:		
	Budgetary Assistance	Hourly Fee	\$ 120.00 to 175.00
	Special Presentations & Telephone Consultations	Hourly Fee	\$ 120.00 to 175.00
	Review of Completed Documents	Hourly Fee	\$ 120.00 to 175.00
3.	Proposed Hourly Fee Schedule		
	Partner or Supervising Auditor	Hourly Fee	\$ 120.00 to 175.00
	Account Manager	Hourly Fee	\$ 95.00 to 145.00
	Senior Staff	Hourly Fee	\$ 60.00 to 95.00
	Junior Staff	Hourly Fee	\$ 50.00 to 75.00
	Clerical Staff	Hourly Fee	\$ 45.00 to 70.00
4.	The term of the contract shall be for a period of one (1) year, commencing on January 1, 2015 and continuing through December 31, 2015.		
5.	A copy of the Business Registration Certificate (BRC), Business Entity Certification & Determination of Value for Ford, Scott & Associates, LLC has been submitted and shall be placed on file in the City's Purchasing Division Office.		
6.	A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.		

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with **Leon P. Costello, CPA, RMA** of **Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226** beginning on January 1, 2015 and continuing through December 31, 2015 for City RFP No. Q-14-001, Registered Municipal Auditing (RMA) Services for the City of Ocean City as listed and in accordance with this resolution and submitted proposal form.

The Director of Financial Management certifies that funds are contingent upon adoption of the 2015 Local Municipal Budget and shall be charged to Operating Account No. 5-01-20-615-281 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Michael J. Allegretto
Council Vice-President

Files: RPS 2015 Leon Costello – City Municipal Auditor 2nd year.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2014

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVieger	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

Sheila Cottrell, Deputy City Clerk



CITY OF OCEAN CITY

WEEKEND OBSTACLE FAMILY RESORT

PURCHASING DIVISION
SUMMARY OF RFP

BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Thursday, December 5, 2013 @ 2:00 PM, EST
CITY RFP# Q-14-001
PROPOSAL NAME: Registered Municipal Auditing (RMA) Services for the City of Ocean City

NAME, ADDRESS & BID OF EACH VENDOR		Ford, Scott & Associates, LLC 1535 Haven Avenue Ocean City, NJ 08226						
		Leon P. Costello, Partner						
		Ph: (609) 399-6333 F: (609) 399-3710 email: lcostello@ford-scott.com						
ITEM	DESCRIPTION	ANNUALLY	ANNUALLY	ANNUALLY	ANNUALLY	ANNUALLY	ANNUALLY	ANNUALLY
1	Registered Municipal Auditing Services							
	Annual Audit Fee (1/1/2014-12/31/2014)	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Annual Audit Fee (1/1/2015-12/31/2015)	\$ 30,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Annual Audit Fee (1/1/2016-12/31/2016)	\$ 31,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Related Hourly Costs & Fees	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR
	Budgetary Assistance (1/1/2014-12/31/2014)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Budgetary Assistance (1/1/2015-12/31/2015)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Budgetary Assistance (1/1/2016-12/31/2016)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Special Presentations & Telephone Consultations (1/1/2014-12/31/2014)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Special Presentations & Telephone Consultations (1/1/2015-12/31/2015)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Special Presentations & Telephone Consultations (1/1/2016-12/31/2016)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Review of Completed Documents (1/1/2014-12/31/2014)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Review of Completed Documents (1/1/2015-12/31/2015)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Review of Completed Documents (1/1/2016-12/31/2016)	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Proposed Hourly Fee Schedule for the Calendar Year 2014	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR
	Partner or Supervising Auditor	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Account Manager	\$95.00 to \$145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Staff	\$60.00 to \$95.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Junior Staff	\$50.00 to \$75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Clerical Staff	\$45.00 to \$70.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed Hourly Fee Schedule for the Calendar Year 2015	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR
	Partner or Supervising Auditor	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Account Manager	\$95.00 to \$145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Staff	\$60.00 to \$95.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Junior Staff	\$50.00 to \$75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Clerical Staff	\$45.00 to \$70.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed Hourly Fee Schedule for the Calendar Year 2016	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR	PER HOUR
	Partner or Supervising Auditor	\$120.00 to \$175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Account Manager	\$95.00 to \$145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Staff	\$60.00 to \$95.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Junior Staff	\$50.00 to \$75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Clerical Staff	\$45.00 to \$70.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Information								
STOCKHOLDER DISCLOSURE STATEMENT:		YES/NO	Y	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
NON-COLLUSION AFFIDAVIT:		YES/NO	Y	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
NO MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:		YES/NO	Y	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
NJ AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE:		YES/NO	Y	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER:		YES/NO	Y	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
NJ BUSINESS REGISTRATION CERTIFICATE (BRC) SUBMITTED:		YES/NO	Y	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

November 17, 2014

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing a professional services contract between Leon P. Costello of Ford-Scott & Associates and the City of Ocean City for municipal auditing services for 2015.

Request for proposals were solicited last year to retain auditing services for the City for fiscal years, 2014-2016. As you know it is a statutory requirement to hire an auditor who is licensed as an RMA (Registered Municipal Accountant) to conduct an annual audit of the City's operations. This report is reviewed with the Council each year and is then filed with the State. Beyond the auditing services that Leon and Ford-Scott have provided to the City over the years, Leon also assists in capital and debt management, and budgetary planning. Leon consistently avails himself to the Council members whenever issues arise that they would like to review with him.

Relative to pricing, Ford-Scott is increasing their cost for 2015 to \$30,800 from the 2014 cost of \$30,000. Ford-Scott was also the only firm to submit a proposal for this contract. It is therefore my recommendation to award the 2015 auditing contract to Leon P. Costello and Ford-Scott & Associates.

As always, if you have any questions on this resolution please feel free to contact my office at 609.525.9350.

Sincerely,

Frank Donato III
Director of Financial Management

C: Mayor Gillian
Michael Dattilo, Business Administrator

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#5

**AUTHORIZING THE EXTENSION OF CITY CONTRACT #14-03 R-1,
CITYWIDE CUSTODIAL SERVICES FOR THE CITY OF OCEAN CITY
FOR THE CALENDAR YEARS 2015 & 2016**

WHEREAS, the City Council of the City of Ocean City, New Jersey awarded the original City Contract #14-03 R-1, Citywide Custodial Services for the City of Ocean City & the Ocean City Free Public Library per Resolution No. 13-50-392 dated December 12, 2013; and

WHEREAS, the City of Ocean City, New Jersey desires to extend City Contract #14-03 R-1, Citywide Custodial Services for the City of Ocean City to All Clean Building Services, Inc., 990 Spruce Street, Lawrenceville, NJ 08648 for citywide custodial services; and

WHEREAS, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manger shall issue a Purchase Order for those items. No items shall be sent to the City without first obtaining a Purchase Order for said items; and

WHEREAS, Roger D. McLamon, P.E., P.P., C.M.E., C.F.M., C.P.W.M., Director of Community Operation; Michael Rossbach, Manager Specialist; Charlotte Moyer, Administrative Assistant; Dorothy F. McCrosson, Esq., City Solicitor; Janice L. Mruz, Principal Clerk; Darleen Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the current terms and conditions of the contract and recommend that the contract be extended for a period of an additional twenty-four (24) months beginning on January 1, 2015 through until December 31, 2016; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that City Contract #14-03 R-1, Citywide Custodial Services for the City of Ocean City be and is hereby extended for the additional twenty-four (24) months as follows:

All Clean Building Services, Inc. 990 Spruce Street Lawrenceville, NJ 08648
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<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	City Hall, 861 Asbury Avenue (Annual)			
	2015	12 Months	\$ 1,146.00	\$ 13,752.00
	2016	12 Months	\$ 1,146.00	\$ 13,752.00
2.	Public Safety Building, 821 & 835 Central Avenue (Annual)			
	2015	12 Months	\$ 1,487.50	\$ 17,850.00
	2016	12 Months	\$ 1,487.50	\$ 17,850.00
3.	Music Pier Public Restrooms (2) Men's & (2) Ladies 1st & 2nd Floors, Moorlyn Terrace & The Boardwalk 2014-2016 Seasonal Dates (6 Month Contract)			
	2015	6 Months	\$ 475.00	\$ 2,850.00
	2016	6 Months	\$ 475.00	\$ 2,850.00
4.	Sports & Civic Center, 6th Street & Boardwalk 2014-2016 Seasonal Dates (6 Month Contract)			
	2015	6 Months	\$ 400.00	\$ 2,400.00
	2016	6 Months	\$ 400.00	\$ 2,400.00
5.	8th Street Recreation Center, 8th Street & Haven Avenue 2014-2016 Seasonal Dates (6 month contract)			
	2015	6 Months	\$ 400.00	\$ 2,400.00
	2016	6 Months	\$ 400.00	\$ 2,400.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

All Clean Building Services, Inc. (Continued)

Item	Description	Quantity	Unit Cost	Total Cost
6.	Henry S. Knight Building, 112 East 12th Street			
	2015	12 Months	\$ 850.00	\$ 10,200.00
	2016	12 Months	\$ 850.00	\$ 10,200.00
7.	Bayside Center Buildings & Restrooms, 5th Street & Bay Avenue			
	2015	12 Months	\$ 75.00	\$ 900.00
	2016	12 Months	\$ 75.00	\$ 900.00
8.	Ocean City Senior Center, 1735 Simpson Avenue			
	2015	12 Months	\$ 700.00	\$ 8,400.00
	2016	12 Months	\$ 700.00	\$ 8,400.00
9.	Roy Gillian Visitor's Welcome Center, Rt. 52 Causeway (Annual)			
	2015	12 Months	\$ 1,500.00	\$ 18,000.00
	2016	12 Months	\$ 1,500.00	\$ 18,000.00
10.	Beach Fee Headquarters & Office, 800 Boardwalk			
10.a.	Annual Preseason Initial Cleaning (Onetime Pre-season Cleaning)			
	2015	1 Each	\$ 50.00	\$ 50.00
	2016	1 Each	\$ 50.00	\$ 50.00
10.b.	Fourteen (14) Weeks of Cleaning (Seasonal)			
	2015	14 Weeks	\$ 35.00	\$ 490.00
	2016	14 Weeks	\$ 35.00	\$ 490.00
Total Amount for Items 1.-10.b. (2015).....				\$ 77,292.00
Total Amount for Items 1.-10.b. (2016).....				\$ 77,292.00
11.	12th Street Public Restrooms			Per Day Cost
	2015	1 Per Day	\$ 35.00	\$ 35.00
	2016	1 Per Day	\$ 35.00	\$ 35.00
12.	34th Street Playground Public Restrooms			Per Day Cost
	2015	1 Per Day	\$ 35.00	\$ 35.00
	2016	1 Per Day	\$ 35.00	\$ 35.00
Major Special City Sponsored Events Cleaning				Per Event
13.	Special City Sponsored Events			
13.a.	Doodah Parade (3 hours)			
	2015	1 Each	\$ 50.00	\$ 50.00
	2016	1 Each	\$ 50.00	\$ 50.00
13.b.	Spring Block Party (10 hours)			
	2015	1 Each	\$ 125.00	\$ 125.00
	2016	1 Each	\$ 125.00	\$ 125.00
13.c.	Fall Block Party (10 hours)			
	2015	1 Each	\$ 125.00	\$ 125.00
	2016	1 Each	\$ 125.00	\$ 125.00
13.d.	Halloween Parade (4 hours)			
	2015	1 Each	\$ 50.00	\$ 50.00
	2016	1 Each	\$ 50.00	\$ 50.00
13.e.	Christmas (4 hours)			
	2015	1 Each	\$ 75.00	\$ 75.00
	2016	1 Each	\$ 75.00	\$ 75.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

All Clean Building Services, Inc. (Continued)

Major Special City Sponsored Events Cleaning (Continued)				<u>Per Event</u>
13.f.	First Night Event (New Year's Eve) (7 hours)			
	2015	1	Each	\$ 125.00
	2016	1	Each	\$ 125.00
13.g.	Un-named Special Events (4 hours)			
	2015	1	Each	\$ 50.00
	2016	1	Each	\$ 50.00
13.h.	Un-named Special Events (10 hours)			
	2015	1	Each	\$ 125.00
	2016	1	Each	\$ 125.00
Total for Major Special City Sponsored Events Cleaning Items 13.a.-13.h. (2015).....				\$ 725.00
Total for Major Special City Sponsored Events Cleaning Items 13.a.-13.h. (2016).....				\$ 725.00

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with All Clean Building Services, Inc., 990 Spruce Street, Lawrenceville, NJ 08648 beginning on January 1, 2015 and continuing through December 31, 2016 for City Contract #14-03 R-1, Citywide Custodial Services for the City of Ocean City and the Ocean City Free Public Library as listed and in accordance with the award resolution, specifications and the submitted bid proposal form.

The Director of Financial Management certifies that funds are contingent upon the passage of the 2015 & 2016 Local Municipal Budget and shall be charged to the appropriate Operating Account Numbers as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Michael J. Allegretto
Council Vice-President

Files: RES Ext 2015 & 2016 14-03 R-1 Citywide Custodial Services.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guimosis	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

Sheila Cottrell, Deputy City Clerk



PURCHASING DIVISION
SUMMARY OF BIDS

BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Thursday, December 5, 2013 @ 2:00 PM, EST
CITY CONTRACT #: 14-03 R-3
PROPOSAL NAME: Citywide Custodial Services for the City of Ocean City & the Ocean City Free Public Library

NAME, ADDRESS & BID OF EACH BIDDER				Action Janitorial Inc.		All Clean Building Services, Inc.		Daycare Cleaning Services, Inc.							
				210 East Black Horse Pike Pleasantville, NJ 08232		990 Spruce Street Lawrenceville, NJ 08648		1909 Fairfax Avenue Cherry Hill, NJ 08003							
				Evelyn L. Pino, CEO		Fred Valentino, Senior Vice President		Robert Nestone, President							
				Ph: (609) 272-8600		Ph: (609) 695-1010		Ph: (856) 874-1600							
				Fx: (609) 272-9393		Fx: (609) 695-1022		Fx: (856) 874-1601							
				email: epino8600@aol.com		email: fredde@allcleaninc.com		email: rnestone@dccs-usa.com							
KEY:															
Calculation Error															
Apparent Overall Low Bidder for Items 1-13															
ITEM	DESCRIPTION	QTY	YEAR	MONTHLY COST		ANNUAL COST		MONTHLY COST		ANNUAL COST		MONTHLY COST		ANNUAL COST	
CITY OF OCEAN CITY															
1	CITY HALL, 861 Asbury Avenue (Annual)	12 Months	2014	\$ 1,163.00	\$	13,956.00	\$	1,196.00	\$	13,752.00	\$	1,375.00	\$	16,500.00	\$
		12 Months	2015	\$ 1,220.00	\$	14,652.00	\$	1,146.00	\$	13,752.00	\$	1,375.00	\$	16,500.00	\$
		12 Months	2016	\$ 1,282.00	\$	15,384.00	\$	1,146.00	\$	13,752.00	\$	1,400.00	\$	16,800.00	\$
2	PUBLIC SAFETY BUILDING, 821 & 835 Central Avenue (Annual)	12 Months	2014	\$ 1,497.00	\$	17,964.00	\$	1,487.50	\$	17,850.00	\$	1,750.00	\$	21,000.00	\$
		12 Months	2015	\$ 1,527.00	\$	18,324.00	\$	1,487.50	\$	17,850.00	\$	1,750.00	\$	21,000.00	\$
		12 Months	2016	\$ 1,558.00	\$	18,696.00	\$	1,487.50	\$	17,850.00	\$	1,800.00	\$	21,600.00	\$
3	MOSIE PIER PUBLIC RESTROOMS (2) MEN'S & (2) LADIES 1st & 2nd Floors, Moorlyn Terrace & the Boardwalk 2014-2016 SEASONAL DATES (6 month contract)	6 Months	2014	\$ 806.00	\$	5,196.00	\$	475.00	\$	2,850.00	\$	650.00	\$	3,900.00	\$
		6 Months	2015	\$ 925.00	\$	5,550.00	\$	475.00	\$	2,850.00	\$	700.00	\$	4,200.00	\$
		6 Months	2016	\$ 962.00	\$	5,772.00	\$	475.00	\$	2,850.00	\$	700.00	\$	4,200.00	\$
4	SPORTS & CIVIC CENTER, 6th Street & Boardwalk 2014-2016 SEASONAL DATES (6 month contract)	6 Months	2014	\$ 502.00	\$	3,012.00	\$	400.00	\$	2,400.00	\$	400.00	\$	2,400.00	\$
		6 Months	2015	\$ 527.00	\$	3,162.00	\$	400.00	\$	2,400.00	\$	400.00	\$	2,400.00	\$
		6 Months	2016	\$ 553.00	\$	3,318.00	\$	400.00	\$	2,400.00	\$	400.00	\$	2,400.00	\$
5	801 STREET RECREATION CENTER, 8th Street & Haven Avenue, 2014-2016 SEASONAL DATES (6 month contract)	6 Months	2014	\$ 349.00	\$	2,094.00	\$	400.00	\$	2,400.00	\$	400.00	\$	2,400.00	\$
		6 Months	2015	\$ 356.00	\$	2,136.00	\$	400.00	\$	2,400.00	\$	400.00	\$	2,400.00	\$
		6 Months	2016	\$ 383.00	\$	2,178.00	\$	400.00	\$	2,400.00	\$	400.00	\$	2,400.00	\$

SUMMARY OF BIDS

BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

DATE RECEIVED: Thursday, December 5, 2013 @ 2:00 PM, EST

CITY CONTRACT #: 14-03 R-3

PROPOSAL NAME: Citywide Custodial Services for the City of Ocean City & the Ocean City Free Public Library

NAME, ADDRESS & BID OF EACH BIDDER				Action Janitorial Inc. 210 East Black Horse Pike Pleasantville, NJ 08232		All Clean Building Services, Inc. 990 Spruce Street Lawrenceville, NJ 08648		Daycare Cleaning Services, Inc. 1909 Fairfax Avenue Cherry Hill, NJ 08003							
KEY Calculation Error Apparent Overall Low Bidder for Items 1-13				Evelyn L. Pino, CEO		Fred Valentino, Senior Vice President		Robert Nestone, President							
				Ph: (609) 272-8600		Ph: (609) 695-1010		Ph: (856) 874-1600							
				Fx: (609) 272-9393		Fx: (609) 695-1022		Fx: (856) 874-1601							
				email: epino8600@aol.com		email: freddie@allcleaninc.com		email: rnestone@dcs-usa.com							
ITEM	DESCRIPTION	QTY	YEAR												
CITY OF OCEAN CITY (continued)				MONTHLY COST	ANNUAL COST	MONTHLY COST	ANNUAL COST	MONTHLY COST	ANNUAL COST	MONTHLY COST	ANNUAL COST	MONTHLY COST	ANNUAL COST	MONTHLY COST	ANNUAL COST
6	HENRY S. KNIGHT BUILDING, 112 East 12th Street (Annual)	12 Months	2014	\$ 1,093.00	\$ 13,116.00	\$ 850.00	\$ 10,200.00	\$ 2,250.00	\$ 27,000.00		\$ -		\$ -		\$ -
		12 Months	2015	\$ 1,115.00	\$ 13,380.00	\$ 850.00	\$ 10,200.00	\$ 2,250.00	\$ 27,000.00		\$ -		\$ -		\$ -
		12 Months	2016	\$ 1,137.00	\$ 13,644.00	\$ 850.00	\$ 10,200.00	\$ 2,250.00	\$ 27,000.00		\$ -		\$ -		\$ -
7	BAYSIDE CENTER BUILDINGS & RESTROOMS, 5th Street and Bay Avenue (Annual)	12 Months	2014	\$ 65.00	\$ 780.00	\$ 75.00	\$ 900.00	\$ 1,050.00	\$ 12,600.00		\$ -		\$ -		\$ -
		12 Months	2015	\$ 65.00	\$ 780.00	\$ 75.00	\$ 900.00	\$ 1,050.00	\$ 12,600.00		\$ -		\$ -		\$ -
		12 Months	2016	\$ 65.00	\$ 780.00	\$ 75.00	\$ 900.00	\$ 1,050.00	\$ 12,600.00		\$ -		\$ -		\$ -
8	OCEAN CITY SENIOR CENTER, 1735 Simpson Avenue (Annual)	12 Months	2014	\$ 952.00	\$ 11,424.00	\$ 700.00	\$ 8,400.00	\$ 1,050.00	\$ 12,600.00		\$ -		\$ -		\$ -
		12 Months	2015	\$ 982.00	\$ 11,784.00	\$ 700.00	\$ 8,400.00	\$ 1,050.00	\$ 12,600.00		\$ -		\$ -		\$ -
		12 Months	2016	\$ 1,012.00	\$ 12,144.00	\$ 700.00	\$ 8,400.00	\$ 1,050.00	\$ 12,600.00		\$ -		\$ -		\$ -
9	ROY GILMAN VISITOR'S WELCOME CENTER, Rt. 52 Causeway (Annual)	12 Months	2014	\$ 1,093.00	\$ 13,116.00	\$ 1,500.00	\$ 18,000.00	\$ 1,300.00	\$ 15,600.00		\$ -		\$ -		\$ -
		12 Months	2015	\$ 1,115.00	\$ 13,380.00	\$ 1,500.00	\$ 18,000.00	\$ 1,300.00	\$ 15,600.00		\$ -		\$ -		\$ -
		12 Months	2016	\$ 1,137.00	\$ 13,644.00	\$ 1,500.00	\$ 18,000.00	\$ 1,300.00	\$ 15,600.00		\$ -		\$ -		\$ -
10 (a)	BEACH FEE HEADQUARTERS & OFFICE, 800 Boardwalk Annual Preseason Initial Cleaning (Onetime Pre-season Cleaning)	1 Each	2014	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -
		1 Each	2015	\$ 52.00	\$ 52.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -
		1 Each	2016	\$ 54.00	\$ 54.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -
10 (b)	Fourteen (14) Weeks of Cleaning (Seasonal)	14 Weeks	2014	\$ 25.00	\$ 350.00	\$ 35.00	\$ 490.00	\$ 71.42	\$ 999.88		\$ -		\$ -		\$ -
		14 Weeks	2015	\$ 26.00	\$ 364.00	\$ 35.00	\$ 490.00	\$ 71.42	\$ 999.88		\$ -		\$ -		\$ -
		14 weeks	2016	\$ 27.00	\$ 378.00	\$ 35.00	\$ 490.00	\$ 71.42	\$ 999.88		\$ -		\$ -		\$ -
BASE BID TOTALS (All Items 1-10-Annual Cost for 2014)				\$ 81,058.00		\$ 77,292.00		\$ 115,300.00		\$ 115,299.88		\$ -		\$ -	
BASE BID TOTALS (All Items 1-10-Annual Cost for 2015)				\$ 83,564.00		\$ 77,292.00		\$ 115,600.00		\$ 115,599.88		\$ -		\$ -	
BASE BID TOTALS (All Items 1-10-Annual Cost for 2016)				\$ 85,992.00		\$ 77,292.00		\$ 115,600.00		\$ 116,499.88		\$ -		\$ -	
11	12th STREET PUBLIC RESTROOMS	PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST	
		1 Per Day	2014	\$ 35.00	\$ 35.00	\$ 35.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		1 Per Day	2015	\$ 35.00	\$ 35.00	\$ 35.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12	34th STREET PLAYGROUND PUBLIC RESTROOMS	PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST		PER DAY COST	
		1 Per Day	2014	\$ 35.00	\$ 35.00	\$ 35.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		1 Per Day	2015	\$ 35.00	\$ 35.00	\$ 35.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		1 Per Day	2016	\$ 35.00	\$ 35.00	\$ 35.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

NAME, ADDRESS & BID OF EACH BIDDER				Action Janitorial Inc. 210 East Black Horse Pike Pleasantville, NJ 08232 Evelyn L. Pino, CEO Ph: (609) 272-8600 Fx: (609) 272-9393 email: epino8600@aol.com		All Clean Building Services, Inc. 990 Spruce Street Lawrenceville, NJ 08648 Fred Valentino, Senior Vice President Ph: (609) 695-1010 Fx: (609) 695-1022 email: freddie@allcleaninc.com		Daycare Cleaning Services, Inc. 1909 Fairfax Avenue Cherry Hill, NJ 08003 Robert Nestone, President Ph: (856) 874-1600 Fx: (856) 874-1601 email: rnestone@dccs-usa.com		the Ocean City Free Public Library	
KEY Calculation Error Apparent Overall Low Bidder for Items 1-13											
ITEM	DESCRIPTION	QTY	YEAR		PER DAY EVENT		PER DAY EVENT		PER DAY EVENT		PER DAY EVENT
13	MAJOR SPECIAL CITY SPONSORED EVENTS CLEANING										
13(a)	Doodah Parade (3 hours)	1 Each	2014		\$ 40.00		\$ 50.00		\$ 100.00		\$ -
		1 Each	2015		\$ 40.00		\$ 50.00		\$ 100.00		\$ -
		1 Each	2016		\$ 40.00		\$ 50.00		\$ 100.00		\$ -
13 (b)	Spring Block Party (10 hours)	1 Each	2014		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
		1 Each	2015		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
		1 Each	2016		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
13 (c)	Fall Block Party (10 hours)	1 Each	2014		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
		1 Each	2015		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
		1 Each	2016		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
13 (d)	Halloween Parade (4 hours)	1 Each	2014		\$ 40.00		\$ 50.00		\$ 125.00		\$ -
		1 Each	2015		\$ 40.00		\$ 50.00		\$ 125.00		\$ -
		1 Each	2016		\$ 40.00		\$ 50.00		\$ 125.00		\$ -
13 (e)	Christmas Parade (5 hours)	1 Each	2014		\$ 50.00		\$ 75.00		\$ 150.00		\$ -
		1 Each	2015		\$ 50.00		\$ 75.00		\$ 150.00		\$ -
		1 Each	2016		\$ 50.00		\$ 75.00		\$ 150.00		\$ -
13 (f)	First Night Event (New Year's Eve) (7 hours)	1 Each	2014		\$ 95.00		\$ 125.00		\$ 200.00		\$ -
		1 Each	2015		\$ 95.00		\$ 125.00		\$ 200.00		\$ -
		1 Each	2016		\$ 95.00		\$ 125.00		\$ 200.00		\$ -
13 (g)	Un-named Special Events (4 hours)	1 Each	2014		\$ 50.00		\$ 50.00		\$ 125.00		\$ -
		1 Each	2015		\$ 50.00		\$ 50.00		\$ 125.00		\$ -
		1 Each	2016		\$ 50.00		\$ 50.00		\$ 125.00		\$ -
13 (h)	Un-named Special Events (10 hours)	1 Each	2014		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
		1 Each	2015		\$ 90.00		\$ 125.00		\$ 300.00		\$ -
		1 Each	2016		\$ 90.00		\$ 125.00		\$ 300.00		\$ -

NAME, ADDRESS & BID OF EACH BIDDER				Action Janitorial Inc. 210 East Black Horse Pike Pleasantville, NJ 08232 Evelyn L. Pino, CEO Ph: (609) 272-8600 Fx: (609) 272-9393 email: epino8600@aol.com		All Clean Building Services, Inc. 990 Spruce Street Lawrenceville, NJ 08648 Fred Valentino, Senior Vice President Ph: (609) 695-1010 Fx: (609) 695-1022 email: freddie@allcleaninc.com		Daycare Cleaning Services, Inc. 1909 Fairfax Avenue Cherry Hill, NJ 08003 Robert Nestone, President Ph: (856) 874-1600 Fx: (856) 874-1601 email: rnestone@dccs-usa.com					
KEY													
Calculation Error													
Apparent Overall Low Bidder for Items 1-13													
ITEM	DESCRIPTION	QTY	YEAR		PER EVENT COST		PER EVENT COST		PER EVENT COST		PER EVENT COST		PER EVENT COST
OPTIONAL BID CUSTODIAL SERVICES													
14 CITY HALL BUILDING													
14 (a)	Cleaning Windows & Screens	1 Each	2014		\$ 1,000.00		\$ 3,050.00		\$ 500.00		\$ -		\$ -
		1 Each	2015		\$ 1,000.00		\$ 3,050.00		\$ 500.00		\$ -		\$ -
		1 Each	2016		\$ 1,000.00		\$ 3,050.00		\$ 500.00		\$ -		\$ -
14 (b)	Cleaning Carpeted Areas	1 Each	2014		\$ 500.00		\$ 1,500.00		\$ 750.00		\$ -		\$ -
		1 Each	2015		\$ 500.00		\$ 1,500.00		\$ 750.00		\$ -		\$ -
		1 Each	2016		\$ 500.00		\$ 1,500.00		\$ 750.00		\$ -		\$ -
14 (c)	Cleaning VCT/Tile Floors	1 Each	2014		\$ 650.00		\$ 2,050.00		\$ 2,500.00		\$ -		\$ -
		1 Each	2015		\$ 650.00		\$ 2,050.00		\$ 2,500.00		\$ -		\$ -
		1 Each	2016		\$ 650.00		\$ 2,050.00		\$ 2,500.00		\$ -		\$ -
14 (d)	Cleaning HVAC Vents	1 Each	2014		\$ 250.00		\$ 1,000.00		\$ 500.00		\$ -		\$ -
		1 Each	2015		\$ 250.00		\$ 1,000.00		\$ 500.00		\$ -		\$ -
		1 Each	2016		\$ 250.00		\$ 1,000.00		\$ 500.00		\$ -		\$ -
15 PUBLIC SAFETY/POLICE DEPARTMENT BUILDING													
15 (a)	Cleaning Windows & Screens	1 Each	2014		\$ 1,200.00		\$ 2,300.00		\$ 500.00		\$ -		\$ -
		1 Each	2015		\$ 1,200.00		\$ 2,300.00		\$ 500.00		\$ -		\$ -
		1 Each	2016		\$ 1,200.00		\$ 2,300.00		\$ 500.00		\$ -		\$ -
15 (b)	Cleaning Carpeted Areas	1 Each	2014		\$ 1,500.00		\$ 1,500.00		\$ 750.00		\$ -		\$ -
		1 Each	2015		\$ 1,500.00		\$ 1,500.00		\$ 750.00		\$ -		\$ -
		1 Each	2016		\$ 1,500.00		\$ 1,500.00		\$ 750.00		\$ -		\$ -
15 (c)	Cleaning VCT/Tile Floors	1 Each	2014		\$ 350.00		\$ 2,500.00		\$ 2,500.00		\$ -		\$ -
		1 Each	2015		\$ 350.00		\$ 2,500.00		\$ 2,500.00		\$ -		\$ -
		1 Each	2016		\$ 350.00		\$ 2,500.00		\$ 2,500.00		\$ -		\$ -
15 (d)	Cleaning HVAC Vents	1 Each	2014		\$ 250.00		\$ 1,000.00		\$ 500.00		\$ -		\$ -
		1 Each	2015		\$ 250.00		\$ 1,000.00		\$ 500.00		\$ -		\$ -
		1 Each	2016		\$ 250.00		\$ 1,000.00		\$ 500.00		\$ -		\$ -

NAME, ADDRESS & BID OF EACH BIDDER				Action Janitorial Inc. 210 East Black Horse Pike Pleasantville, NJ 08232 Evelyn L. Pino, CEO Ph: (609) 272-8600 Fx: (609) 272-9393 email: epino8600@aol.com		All Clean Building Services, Inc. 990 Spruce Street Lawrenceville, NJ 08648 Fred Valentino, Senior Vice President Ph: (609) 695-1010 Fx: (609) 695-1022 email: freddie@allcleaninc.com		Daycare Cleaning Services, Inc. 1909 Fairfax Avenue Cherry Hill, NJ 08003 Robert Nestone, President Ph: (856) 874-1600 Fx: (856) 874-1601 email: rnestone@dcs-usa.com							
KEY															
Calculation Error															
Apparent Overall Low Bidder for Items 1-13															
ITEM	DESCRIPTION	QTY	YEAR	PER EVENT COST		PER EVENT COST		PER EVENT COST		PER EVENT COST		PER EVENT COST		PER EVENT COST	
OPTIONAL BID CUSTODIAL SERVICES (continued)															
16 HENRY S. KNIGHT BUILDING															
16 (a)	Cleaning Windows & Screens	1 Each	2014	\$	1,000.00	\$	3,050.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	1,000.00	\$	3,050.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	1,000.00	\$	3,050.00	\$	500.00	\$	-	\$	-	\$	-
16 (b)	Cleaning Carpeted Areas	1 Each	2014	\$	1,500.00	\$	2,400.00	\$	750.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	1,500.00	\$	2,400.00	\$	750.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	1,500.00	\$	2,400.00	\$	750.00	\$	-	\$	-	\$	-
16 (c)	Cleaning VCT/Tile Floors	1 Each	2014	\$	1,000.00	\$	3,200.00	\$	2,500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	1,000.00	\$	3,200.00	\$	2,500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	1,000.00	\$	3,200.00	\$	2,500.00	\$	-	\$	-	\$	-
16 (d)	Cleaning HVAC Vents	1 Each	2014	\$	250.00	\$	1,000.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	250.00	\$	1,000.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	250.00	\$	1,000.00	\$	500.00	\$	-	\$	-	\$	-
17 8TH STREET RECREATIONAL CENTER															
17 (a)	Cleaning VCT/Tile Floors	1 Each	2014	\$	250.00	\$	1,800.00	\$	1,500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	250.00	\$	1,800.00	\$	1,500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	250.00	\$	1,800.00	\$	1,500.00	\$	-	\$	-	\$	-
17 (b)	Cleaning HVAC Vents	1 Each	2014	\$	100.00	\$	875.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	100.00	\$	875.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	100.00	\$	875.00	\$	500.00	\$	-	\$	-	\$	-
18 ROY GILLIAN VISITOR'S WELCOME CENTER															
18 (a)	Cleaning Windows & Screens	1 Each	2014	\$	1,000.00	\$	1,000.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	1,000.00	\$	1,000.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	1,000.00	\$	1,000.00	\$	500.00	\$	-	\$	-	\$	-
18 (b)	Cleaning Carpeted Areas	1 Each	2014	\$	500.00	\$	500.00	\$	750.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	500.00	\$	500.00	\$	750.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	500.00	\$	500.00	\$	750.00	\$	-	\$	-	\$	-
18 (c)	Cleaning VCT/Tile Floors	1 Each	2014	\$	800.00	\$	1,200.00	\$	2,000.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	800.00	\$	1,200.00	\$	2,000.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	800.00	\$	1,200.00	\$	2,000.00	\$	-	\$	-	\$	-
18 (d)	Cleaning HVAC Vents	1 Each	2014	\$	250.00	\$	500.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2015	\$	250.00	\$	500.00	\$	500.00	\$	-	\$	-	\$	-
		1 Each	2016	\$	250.00	\$	500.00	\$	500.00	\$	-	\$	-	\$	-
Required Information															
RIGHT TO EXTEND-TIME FOR AWARD:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
STOCKHOLDER DISCLOSURE STATEMENT:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NON-COLLUSION AFFIDAVIT:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ BUSINESS REGISTRATION CERTIFICATE (BAC):				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
REQUIRED LIST OF REFERENCES:				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NUMBER OF COPIES (3):				YES/NO	Y	YES/NO	Y	YES/NO	Y	YES/NO		YES/NO		YES/NO	



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY OPERATIONS

Code Enforcement • Construction • Engineering • Environmental Management • Facilities Management • Planning
Vehicle Maintenance • Zoning

Memo

To: Joseph Clark, Purchasing Agent
From: Michael Rossbach, Community Operations
CC: Michael Dattilo, Roger McLarnon, Frank Donato, Jim Mallon
Date: November 25, 2014
Re: Citywide Custodial Contract

Community Operations is requesting the support and approval to extend contract #14-03 R-1, "Citywide Custodial Services for the City of ocean City" through year 2015. This contract is for cleaning buildings and restrooms throughout the city. The contractor is doing an acceptable job and should be given an extension.

If you have any questions or need more information to support this extension, please don't hesitate to contact me.

cc File

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#6

**AUTHORIZING CHANGE ORDER #1, FINAL ACCEPTANCE & FINAL PAYMENT OF
CITY CONTRACT #14-14, OCEAN CITY HOUSING AUTHORITY (OCHA) ROOF REPLACEMENT
ON PECK'S BEACH VILLAGE SENIOR BUILDINGS**

WHEREAS, specifications were authorized for advertisement by Resolution #14-50-042 on Thursday, February 13, 2014 for City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, February 19, 2014, the Notice to Bidders was posted on the City of Ocean City's website, www.ocnj.us and the specifications were distributed to nine (9) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings on Tuesday, March 18, 2014 and two (2) bid proposals were received; and

WHEREAS, Lamont Czar, Czar Engineering, Inc.; Roger D. McLarnon, P.E., P.P., C.M.E., C.F.M., C.P.W.M., Director of Community Operations; Arthur Chew, P.E., Assistant City Engineer; Georgia Arnold, Manager; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that the contract be awarded to J. Wilhelm Roofing Company, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings on Thursday, March 27, 2014 by Resolution No. 14-50-071 to J. Wilhelm Roofing Company, Inc., 1936 Washington Avenue, Vineland, NJ 08360 in the amount of \$517,000.00; and

WHEREAS, Lamont Czar, Czar Engineering, Inc.; Roger D. McLarnon, P.E., P.P., C.M.E., C.F.M., C.P.W.M., Director of Community Operations; Arthur Chew, P.E., Assistant City Engineer; Marcia R. Chew, Senior Accountant; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified all the work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Order #1 to City Contract # 14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings is correct as follows:

Change Order #1

Increase to Contract

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1E.	Field Modifications	1 LS	\$ 19,986.00	\$ 19,986.00
2E.	Exhaust Fan Roof Vents	1 LS	\$ 5,900.00	\$ 5,900.00

Total Amount of Base Bid Increases **\$ 25,886.00**

Total Amount of Increases for Change Order #1..... **\$ 25,886.00**

Decrease to Contract

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Reductions				
1.1	B. (+) Owner's Contingency Allowance	1 LS	\$ 50,000.00	(\$ 50,000.00)
1.D.	Gutters - Material Credit	1 LS	\$ 6,100.00	(\$ 6,100.00)

Total Amount of Base Bid Decreases **(\$ 56,100.00)**

Total Amount of Decreases for Change Order #1..... **(\$ 56,100.00)**

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

Change Order #1 (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Total Amount of Change Order #1 to City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings..... (\$ 30,214.00)				
Total Amount of City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings..... \$ 486,786.00				

WHEREAS, the new adjusted contract cost including Change Order #1 is \$486,786.00 a net decrease to the original contract of (5.84 %) percent decrease in the total for City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Orders #1, Final Acceptance and Final Payment of City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings; and

BE IT FURTHER RESOLVED that The Director of Financial Management is authorized to process the final payment of PO #14-00717 for City Contract #14-14, Ocean City Housing Authority (OCHA) Roof Replacement on Peck's Beach Village Senior Buildings to J. Wilhelm Roofing Company, Inc., 1936 Washington Avenue, Vineland, NJ 08360 in the amount of \$32,857.20 charged as follows: \$32,857.20 (PO Balance & Change Order #1).

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Michael J. Allegretto
Council Vice-President

Files: RESCOP1FAPP 14-14 OCHA Sr Building Roof Replacement.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVine	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

Sheila Cottrell, Deputy City Clerk

CZAR Engineering, L.L.C.

Phone: (609) 653-9445
5014 Fernwood Avenue
Fax: (609) 653-2015
Egg Harbor Township, New Jersey 08234
www.czarengineering.com

MEMO

DATE: November 17, 2014

TO: Joseph Clark, Purchasing Manager

FROM: Brian S. Meyers

CC: Frank Donato III, Director of Financial Management, CFO
Roger McLarnon, City Engineer

RE: PECK'S BEACH VILLAGE SENIOR BUILDINGS
ROOF REPLACEMENT PROJECT CC #14-14
J.WILHELM ROOFING COMPANY, INC.
FINAL ACCEPTANCE, FINAL CHANGE ORDER and
PROJECT CLOSEOUT

The above project is complete and CZAR Engineering is recommending processing final payment and closeout at the next scheduled Council meeting.

As indicated on the attached payment request, final payment for \$32,857.20 is due.

As noted in the following summary, close out will require the City to issue a negative change order to J. Wilhelm Roofing Company, Inc. for the value of the un-expended "Owner's Allowance".

Therefore, the final contract accounting is as follows:

ORIGINAL CONTRACT VALUE	\$517,000
MODIFICATIONS TO ALLOWANCE	
Field Modifications	\$19,986
Exhaust Fan Roof Vents	\$5,900
Material Credit - Gutters	(\$6,100)
	\$536,786
OWNER'S ALLOWANCE	(\$50,000)
FINAL CONTRACT AMOUNT	<u>\$486,786</u>
CREDIT TO CONTRACT	(\$30,214)
CHANGE TO BASE CONTRACT	-5.84%

CZAR Engineering, L.L.C.

Phone: (609) 653-9445
5014 Fernwood Avenue
Fax: (609) 653-2015
Egg Harbor Township, New Jersey 08234
www.czarengineering.com

In addition, the following documents are included for processing:

- Wilhelm Payment Voucher - App #6B - Final
- Wilhelm Application For Payment #6B Final
 - Amount Certified \$32,857.20
- Maintenance Bond/Warranty
- Form Of Release of Liens (Document 00825)
- Contractor's Affidavit of Release of Liens (AIA G706A)
- Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
- Consent of Surety to Final Payment (AIA G707)
- City of Ocean City's Certificate of Approval

Thanks and let me know if any additional information is required to process J. Wilhelm's project closeout.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#7

APPOINTING ELIZABETH M. WOODS, ASSISTANT DIRECTOR OF HUMAN RESOURCES
AS THE FUND COMMISSIONER & JOANN E. CIOETA, DIRECTOR OF HUMAN RESOURCES AS
THE ALTERNATE FUND COMMISSIONER TO THE ATLANTIC COUNTY MUNICIPAL JOINT
INSURANCE FUND

WHEREAS, the City Council of the City of Ocean City is a member of the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the bylaws of the Atlantic County Municipal Joint Insurance Fund recommends that each municipality appoint both a Fund Commissioner and a an Alternate Fund Commissioner; and

WHEREAS, the City of Ocean City recommends the appointments of Joann E. Cioeta, Director of Human Resources, as the City's Fund Commissioner and Elizabeth M. Woods, Assistant Director of Human Resources as the Alternate Fund Commissioner; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ocean City does hereby appoint Elizabeth M. Woods, Assistant Director of Human Resources as the City's Fund Commissioner and Joann E. Cioeta, Director of Human Resources as the Alternate Fund Commissioner for the Atlantic County Municipal Joint Insurance Fund beginning on January 1, 2015 through December 31, 2015.

Michael J. Allegretto
Council Vice-President

Files: RS 2015 ACMJIF - Fund Commissioner & Alternate Fund Commissioner for the ACMJIF.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Sheila Cottrell, Deputy City Clerk

RESOLUTION

#8

APPOINTING ELIZABETH M. WOODS, ASSISTANT DIRECTOR OF HUMAN RESOURCES AS THE PRIMARY CONTACT PERSON AND JOANN E. CIOETA, DIRECTOR OF HUMAN RESOURCES AS THE SECONDARY CONTACT PERSON FOR XL/SUMMIT RISK INSURANCE COMPANY'S EMPLOYMENT PRACTICES LIABILITY (EPL) HELPLINE THROUGH THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the City Council of the City of Ocean City is a member of the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the Atlantic County Municipal Joint Insurance Fund has purchased Employment Practices Liability coverage from XL/Summit Risk Insurance Company of Dallas, Texas; and

WHEREAS, XL/Summit Risk Insurance Company has arranged for Atlantic County Municipal Joint Insurance Fund members to have access to an Employment Practices Liability (EPL) Helpline Service; and

WHEREAS, the EPL Helpline will provide the following services;

1. Attorneys will answer specific Human Resource & Employment Law questions
 - a. Confidential & timely responses
 - b. Attorney client privilege
 - c. Via website/E-mail
 - d. By telephone with written follow up response
2. On Line Training
 - a. Managers/Supervisors
 - b. Slides, audio & file downloads
 - c. Small chapters
 - d. Certificates of Completion
3. Additional On Line Resources
 - a. Question of the Month
 - b. Case of the Month
 - c. Human Resource Alerts via e-mail & posted on the website
 - d. Federal/State News Updates
 - e. Human Resource Posters
 - f. Model Policies/Handbook

WHEREAS, the Atlantic County Municipal Joint Insurance Fund requires the City of Ocean City to designate specific managerial or supervisory individuals who will have access to the EPL Helpline; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ocean City does hereby appoint Elizabeth M. Woods, Assistant Director of Human Resources as the City's primary access designee and Joann Cioeta, Director of Human Resources as the City's secondary access designee for the XL/Summit Risk Insurance Company's EPL Helpline beginning on January 1, 2015 through December 31, 2015.

Michael J. Allegretto
Council Vice-President

Files: RS 2015 ACMJIF - Primary & Secondary Contacts for XL-Summit Risk Ins. Company.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVreger	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

City Clerk

Memo

To: Michael Dattilo
From: Joann Cioeta
Date: 10/29/2014
Re: **JIF Hot Line Resolution**

Mike –

Since our Employment Practices Liability and Public Officials Liability insurance coverage has been with XL/Summit Risk (through the Atlantic JIF), the EPL Hot Line designated contacts cannot include a town's solicitor. And any change to a town's designated contacts must be made by resolution.

Therefore, the resolution before you designates the Asst. HR Director Elizabeth Woods as the authorized contact person for the JIF EPL Hot Line, and HR Director Joann Cioeta as the additional contact person.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#9

APPROVING TAX OVERPAYMENT REFUND
2014-29 to 47

WHEREAS, the Tax Collector has certified and issued refund vouchers to the following tax payers who overpaid their taxes; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ocean City that authorization for refund be approved as per the attached schedule.

DESCRIPTION

<u>VOUCHER</u>	<u>NAME</u>	<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>	<u>YEAR</u>
14-29	VOID	705	3	\$	2014
14-30	Fletcher, Michael & Reeb, Irene	805	10 C2	640.33	2014
14-31	Garabedian, John-Marc & Keri	901	23 C335	583.16	2014
14-32	VOID	901	23 C526		2014
14-33	Rich, Steven	903	17 C409	403.61	2014
14-34	Off, Timothy & Allison	1505	2.06	1,856.32	2014
14-35	Hoffman, John & Debra	1704	16.01 C2	1,861.98	2014
14-36	McCarraher, RD & Prettyman, John	1709	10	4,487.43	2014
14-37	Ocean City Home Bank	2006	5	3,710.23	2014
14-38	Lucci, Edward & Laura	2603	20 C1	1,385.76	2014
14-39	Desai, Dinesh	3901	1 C2	3,611.24	2014
14-40	Beisel, Robert & Christine	5002	13 C1	948.73	2014
14-41	Foster Beach Property, LLC	5402	23 C2	1,876.50	2014
14-42	Bozzacco, Alexander & Dortha	5803	20 C1	834.52	2014
14-43	CoreLogic Tax Service	1510	33	614.37	2014
14-44	Summaria, Sandra	1310	16 C2	325.22	2014
14-45	Lereta Tax Service	600.02	3	2,003.73	2014
14-46	Wells Fargo Bank	309	13.03 C2	1,434.42	2014
	Wells Fargo Bank	3105	1 C2	1,580.10	2014
	Wells Fargo Bank	711	17	1,109.12	2014
14-47	The Irwin Law Firm	800	12.01 C9R	1,444.64	2014

Total \$30,711.41

Michael J. Allegretto
Council Vice President

14Refund6

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
City Clerk




CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DIVISION OF TAX COLLECTION

Memo

To: Frank Donato, Director of Financial Management

From: Gary M. Hink, Tax Collector 

Date: November 21, 2014

Re: Refund of Tax Overpayments

Attached, please find a Resolution authorizing refunds of tax overpayments to be placed on the agenda for the City Council meeting of December 4, 2014. The refunds are for over-payments due to the taxpayer for the reasons stated below. Typically the refunds are for duplicate payments made by the homeowner and a mortgage company or a title company. As you are aware we must apply bulk bank payments in their entirety per a directive from the Division of Local Government Services.

If you have any questions, please contact me.

DESCRIPTION

<u>VOUCHER</u>	<u>NAME</u>	<u>BLOCK</u>	<u>LOT/QUAL</u>	<u>REASON</u>
14-29	VOID	705	3	OVERPAYMENT
14-30	Fletcher, Michael & Reeb, Irene	805	10 C2	OVERPAYMENT
14-31	Garabedian, John-Marc & Keri	901	23 C335	OVERPAYMENT
14-32	VOID	901	23 C526	OVERPAYMENT
14-33	Rich, Steven	903	17 C409	OVERPAYMENT
14-34	Off, Timothy & Allison	1505	2.06	OVERPAYMENT
14-35	Hoffman, John & Debra	1704	16.01 C2	OVERPAYMENT
14-36	McCarraher, RD & Prettyman, John	1709	10	OVERPAYMENT
14-37	Ocean City Home Bank	2006	5	OVERPAYMENT
14-38	Lucci, Edward & Laura	2603	20 C1	OVERPAYMENT
14-39	Desai, Dinesh	3901	1 C2	OVERPAYMENT
14-40	Beisel, Robert & Christine	5002	13 C1	OVERPAYMENT
14-41	Foster Beach Property, LLC	5402	23 C2	OVERPAYMENT
14-42	Bozzacco, Alexander & Dortha	5803	20 C1	OVERPAYMENT
14-43	CoreLogic Tax Service	1510	33	OVERPAYMENT

PO BOX 208, OCEAN CITY, NJ 08226
609-525-9379 FAX: 609-399-5047

Printed on Recycled Paper

<u>VOUCHER</u>	<u>NAME</u>	<u>BLOCK</u>	<u>LOT/QUAL</u>	<u>REASON</u>
14-44	Summaria, Sandra	1310	16 C2	OVERPAYMENT
14-45	Lereta Tax Service	600.02	3	OVERPAYMENT
14-46	Wells Fargo Bank	309	13.03 C2	OVERPAYMENT
	Wells Fargo Bank	3105	1 C2	OVERPAYMENT
	Wells Fargo Bank	711	17	OVERPAYMENT
14-47	The Irwin Law Firm	800	12.01 C9R	TAX APPEAL

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#10

**AUTHORIZING THE TAX COLLECTOR TO CANCEL ANY
PROPERTY TAX REFUND OR DELINQUENCY OF LESS THAN \$10.00
& CERTAIN 2014 TAXES**

WHEREAS, Chapter 113, P.L. 1996 amended Chapter 82, P.L. 1987 to allow the governing body of a municipality to adopt a resolution authorizing a municipal employee to process the cancellation of any property tax refund or delinquency of less than \$10.00, without further action of the municipality; and

WHEREAS, the Tax Collector of the City of Ocean City currently reviews and processes said resolutions; and

WHEREAS, the City Council of the City of Ocean City desires to authorize the Tax Collector to cancel any property tax refund or delinquency of less than \$10.00; and

WHEREAS, the Tax Collector, Gary M. Hink has determined that there are 2014 balances in the amount of \$38.95 as a result of the City of Ocean City acquiring the property known as Block 611.11, Lot 426; and

NOW, THEREFORE, BE IT RESOLVED that Gary M. Hink, Certified Tax Collector, be authorized to cancel any property tax refund or delinquency of less than \$10.00 and the following properties are hereby cancelled.

<u>Block</u>	<u>Lot</u>	<u>Qualifier</u>	<u>Amount</u>
611.11	426		\$38.95

Michael J. Allegretto
Council Vice President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED City Clerk
Allegretto	_____	_____	_____	_____	
DeVlieger	_____	_____	_____	_____	
Guinasso	_____	_____	_____	_____	
Hartzell	_____	_____	_____	_____	
Madden	_____	_____	_____	_____	
McClellan	_____	_____	_____	_____	
Wilson	_____	_____	_____	_____	



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DIVISION OF TAX COLLECTION

Memo

To: Frank Donato, Director of Finance

From: Gary M. Hink, Tax Collector

Date: November 24, 2014

Subject: Year End Resolution

Frank: Attached please find the annual year end resolution cancelling taxes. The resolution authorizes the Tax Collector to cancel any credit or balance under \$10.00 and a property acquired by the City that has an outstanding balance of \$38.95.

N:\Tax Collection\MEGAN\Memos\yr end resolution 2014.docx

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#11

AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 221 W 17th STREET
BLOCK 1709, LOT 3, PROJECT #14-003ZC

WHEREAS, Charles McHugh has posted a performance guarantee for construction of an approved site plan at 221 W. 17th Street, Block 1709, Lot 3 also known as application number 14-003ZC. This application was submitted for a residential site plan as approved by the Zoning Board on February 16, 2004; and

WHEREAS, the Zoning Board Engineer's Office has issued a final commercial site plan inspection approval report dated November 13, 2014, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of the performance guarantee in the amount of \$4,207.20; and

WHEREAS, the Zoning Board recommends that a cash portion of the performance guarantee in the amount of \$420.72 be held or a bond or other type of surety approved by the City Solicitor, in the amount of 10% of the performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the performance bond in the amount of \$4,207.20.

Frank Donato III,
Chief Financial Officer

Michael J. Allegretto
Council Vice President

Files/Charles McHugh Performance Guarantee Release 14-003ZC

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinasso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#12

AMENDING THE 2014 BUDGET OF THE CITY OF OCEAN CITY TO INCLUDE ADDITIONAL REVENUE FROM THE STATE OF NEW JERSEY, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY, 2014 DRIVE SOBER OR GET PULLED OVER YEAR END HOLIDAY CRACKDOWN GRANT

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said director may also approve the insertion of an item of appropriation for equal amount; and

WHEREAS, the City of Ocean City has received notification of a grant in the amount of \$7,500.00 from the State of New Jersey, Office of the Attorney General, Department of Law and Public Safety, Division of Highway Traffic Safety, and wishes to amend its 2014 Budget to include this amount as a revenue; and

WHEREAS, the Local share of the above referenced grant is zero; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$7,500.00 which item is now available as revenue from:

GENERAL REVENUES

Miscellaneous Revenue-Section F Special Items of General Revenue Anticipate with Prior Written Consent of the Director of Local Government Services:

Public and Private Revenue Offset with Appropriations
2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown Grant.....\$ 7,500.00
pursuant to the provisions of Statute, N.J.S.A. 40A: 4-87; and

BE IT FURTHER RESOLVED that a like sum of \$7,500.00 be and the same is hereby appropriated under the caption of:

8. GENERAL APPROPRIATIONS

(A) Operations-Excluded from "CAPS"

Public and Private Programs Offset by Revenues

2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown Grant.....\$ 7,500.00

BE IT FURTHER RESOLVED that a copy of this resolution be certified and submitted electronically to the Director of Local Government Services for approval; and

BE IT FINALLY RESOLVED that this amendment be published in the Sentinel Ledger in the issue of December 10, 2014.

Michael J. Allegretto,
Council Vice President

FILES/Chapter 159/ 2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown Grant

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinnesso	_____	_____	_____	_____
Hurtzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#13

AUTHORIZING THE PAYMENT OF CLAIMS

WHEREAS, N.J.S.A. 40A: 5-17 entitled "Approval and Payment of Claims and Required General Books of Account" generally sets forth the manner in which claims against municipalities are to be handled; and

WHEREAS, the attached bill list represent claims against the municipality for period including November 08, 2014 to November 26, 2014.

NOW, THEREFORE, BE IT RESOLVED that the attached bill list is approved for payment.

Frank Donato III
Chief Financial Officer

Michael J. Allegretto
Council Vice President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS - 11.08.14 TO 11.26.14.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinosso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

City Clerk

December 1, 2014
11:00 AM

CITY OF OCEAN CITY
Bill List By P.O. Number

Page No: 1

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
Range: First to Last Rcvd: Y Held: Y Aprv: N
Format: Condensed Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
13-03388	12/19/13	PAULUS	PAULUS, SOKOLOWSKI & SARTOR LLC	RES. 13-50-397; Q13-018	Open	50,665.40	0.00
14-00001	01/06/14	DEPOS	THE DEPOSITORY TRUST COMPANY	2014 DEBET SERVICE	Open	1,680,500.00	0.00
14-00003	01/06/14	OCBOE	OCEAN CITY BOARD OF EDUCATION	2014 LEVY	Open	1,309,403.50	0.00
14-00011	01/15/14	SJGAS	SOUTH JERSEY GAS COMPANY		Open	6,489.39	0.00 B
14-00012	01/15/14	AC ELECT	ATLANTIC CITY ELECTRIC	2014 CITYWIDE ELECTRIC	Open	44,538.65	0.00 B
14-00014	01/15/14	GOVDEALS	GOV DEALS	GOVDEAL AUCTION FEES 2014	Open	94.27	0.00
14-00015	01/15/14	NJAM3	NEW JERSEY-AMERICAN WATER CO.	2014 WATER/SEWER CHARGES	Open	22,890.01	0.00 B
14-00018	01/15/14	VERIZ	VERIZON	2014 CITYWIDE TELEPHONE	Open	4,886.73	0.00 B
14-00023	01/15/14	TEIT	TEITLER & TEITLER, LLC	CONFLICT PUBLIC DEFENDER	Open	300.00	0.00 B
14-00039	01/15/14	LINESYST	LINE SYSTEMS INC.	RESOLUTION 13-49-156	Open	10,356.02	0.00 B
14-00040	01/15/14	GWP	GWP ENTERPRISES, INC.	CC13-47; RES. 14-50-001	Open	40,394.04	0.00 B
14-00042	01/15/14	ATT3	AT & T		Open	67.22	0.00 B
14-00052	01/17/14	TIX COM	TIX, INC.		Open	236.50	0.00 B
14-00063	01/17/14	AETNA	AETNA GROUP INSURANCE		Open	1,330.88	0.00 B
14-00132	01/29/14	CAPRI	CAPRIONI PORTABLE TOILETS, INC		Open	365.50	0.00
14-00133	01/29/14	CAPRI	CAPRIONI PORTABLE TOILETS, INC		Open	96.50	0.00
14-00185	01/29/14	VERIZ	VERIZON	609 399-0505 374 64Y	Open	142.34	0.00 B
14-00205	01/31/14	INDHS	INDUSTRIAL HOUSING SOLUTIONS	RES. 13-49-185; TRAILER-29TH ST	Open	1,700.00	0.00 B
14-00222	02/05/14	ACUA	ATLANTIC COUNTY UTILITY AUTHOR		Open	2,036.06	0.00 B
14-00225	02/05/14	WASTM	WASTE MANAGEMENT OF NJ INC.		Open	7,006.28	0.00 B
14-00232	02/05/14	VITAL	VITAL COMMUNICATIONS, INC		Open	130.00	0.00 B
14-00258	02/07/14	CMCMU	C.M.C.M.U.A.		Open	38,745.58	0.00 B
14-00262	02/07/14	IPSGROUP	IPS GROUP CORPORATION	13-08; 13-49-198	Open	29,185.00	0.00
14-00300	02/11/14	GRITH	GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2014	Open	2,640.00	0.00
14-00301	02/11/14	SCHEULE	SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2014	Open	1,050.00	0.00
14-00302	02/11/14	BATTISTI	BATTISTINI CONSULTING SERVICES	PROFESSIONAL SERVICES FOR 2014	Open	1,690.00	0.00
14-00304	02/11/14	STEIN	MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2014	Open	2,125.00	0.00
14-00305	02/11/14	STEIN	MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2014	Open	70.00	0.00
14-00313	02/11/14	STETS	B. W. STETSON & CO.		Open	111.00	0.00 B
14-00372	02/20/14	WESTG	THOMAS REUTERS		Open	275.37	0.00 B
14-00375	02/20/14	QUIGLEY	QUIGLEY'S SPRING MILL PIANO		Open	995.00	0.00 B
14-00379	02/20/14	VERIW	VERIZON WIRELESS	2014 WIRELESS	Open	1,880.48	0.00 B
14-00433	02/21/14	ALLCLEAN	ALL CLEAN BUILDING SERVICES	Res #13-50-392	Open	7,033.50	0.00 B
14-00434	02/21/14	SCHID	SCHINDLER ELEVATOR CORPORATION		Open	4,386.18	0.00 B
14-00436	02/21/14	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #198064833363893	Open	0.99	0.00
14-00474	03/04/14	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.		Open	20.00	0.00
14-00476	03/05/14	ALBRE	ALBRECHT AND HEUN INC.		Open	10,691.84	0.00
14-00506	03/10/14	WISERLIN	WISER LINK ADVERTISING, INC		Open	446.25	0.00 B
14-00640	03/21/14	BLAST	APM BLAST TERMITE PEST CONTROL		Open	70.00	0.00 B
14-00641	03/21/14	WEBPAGE	WEBPAGEFX, INC		Open	4,129.85	0.00 B
14-00648	03/21/14	HORIZOND	HORIZON BS/BC DENTAL PROGRAM		Open	926.49	0.00 B
14-00652	03/21/14	OCFAM	OCEAN CITY FAMILY PRACTICE, PA		Open	120.00	0.00 B
14-00695	03/31/14	NATIONAL	NATIONAL VISION ADMIN, LLC		Open	240.50	0.00 B
14-00712	03/31/14	FEDEX	FEDERAL EXPRESS CORPORATION	2014 FEDEX CHARGES	Open	42.02	0.00
14-00718	03/31/14	SHAWL	F.W. SHAWL & SONS, INC.	CC14-29; RES. 14-50-072	Open	61,691.01	0.00 B
14-00766	04/11/14	ARSEN	ARSENAL SOUND, L.L.C.		Open	600.00	0.00
14-00778	04/11/14	OCTHEATR	OCEAN CITY THEATRE COMPANY		Open	4,467.75	0.00 B
14-00901	04/16/14	AGUZZO	A. GUZZO LANDSCAPING LLC	RES. #14-50-063	Open	2,089.26	0.00 B
14-01017	05/02/14	SEASHORE	SEASHORE ASPHALT CORP.	SC# T-1609 EXPIRES 8-31-14	Open	211.20	0.00
14-01217	05/22/14	NJDEPGFB	TREAS, STATE OF NJ/1995 GT	NJDEP 1995 GREEN TRUST FUND	Open	12,436.64	0.00

December 1, 2014
11:00 AM

CITY OF OCEAN CITY
Bill List By P.O. Number

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
14-01258	05/22/14	BRINKS	BRINKS INC.	Open	117.42	0.00	B
14-01365	06/03/14	PERRY	PERRY-EGAN CHEVROLET, INC.	Open	1,401.64	0.00	
14-01438	06/11/14	KNOLLINC	KNOLL, INC.	Open	2,058.21	0.00	
14-01569	06/16/14	DIRECTEN	DIRECT ENERGY BUSINESS	Open	24,065.65	0.00	B
14-01628	07/01/14	KNOLLINC	KNOLL, INC.	Open	28.35	0.00	
14-01755	07/16/14	MBAKERJR	MICHAEL BAKER JR., INC	Open	62,725.00	0.00	B
14-01891	07/17/14	VERIZON	VERIZON	Open	600.00	0.00	
14-01892	07/17/14	TRAFFICP	TRAFFIC PRODUCTS, LLC	Open	1,185.00	0.00	
14-01962	07/25/14	SUNRISE	SUNRISE SYSTEMS, INC.	Open	1,900.00	0.00	
14-01969	07/30/14	RIVERSID	RIVERSIDE SHELL, INC.	Open	1,700.00	0.00	
14-01980	07/30/14	SCHIAVON	FRED M. SCHIAVONE CONST., INC.	Open	158,274.90	0.00	
14-02013	08/01/14	CDW-G	CDW-G GOVERNMENT INC.	Open	73.72	0.00	
14-02051	08/08/14	JOHNAMCC	JOHN A MCCANN & ASSOCIATES	Open	800.00	0.00	
14-02278	08/22/14	ELTRU	EASTERN LIFT TRUCK, INC.	Open	1,867.36	0.00	
14-02284	08/25/14	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	32,346.75	0.00	B
14-02285	08/25/14	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	68,705.50	0.00	B
14-02286	08/25/14	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	11,033.00	0.00	B
14-02332	09/10/14	CENTG	CENTRAL GLASS COMPANY	Open	7,987.00	0.00	
14-02335	09/10/14	PROFENCE	PROGRESSIVE FENCE &	Open	2,475.00	0.00	
14-02338	09/10/14	NOLT	D.A. NOLT, INC.	Open	240,050.56	0.00	B
14-02490	09/24/14	ACCESS	RETRIEVEX HOLDINGS CORP	Open	436.81	0.00	B
14-02562	10/02/14	THOMAS	THOMAS CREATIVE APPAREL, INC.	Open	395.00	0.00	
14-02574	10/08/14	HANSONAG	HANSON AGGREGATES BMC INC.	Open	716.30	0.00	
14-02583	10/08/14	UNIT REN	UNITED RENTALS (NA), INC	Open	717.96	0.00	
14-02587	10/08/14	KONICAMP	KONICA MINOLTA PREMIER	Open	10,280.57	0.00	
14-02602	10/14/14	UNIVS	UNIVERSAL COMPUTING SERVICES	Open	628.75	0.00	
14-02603	10/14/14	TALESE	MARIAN TALESE	Open	179.83	0.00	
14-02608	10/14/14	SALMON	SALMON VENTURES LTD, L.L.C	Open	4,000.00	0.00	
14-02615	10/21/14	RMAXWELL	R. MAXWELL CONST. CO., INC.	Open	14,850.00	0.00	B
14-02627	10/21/14	DECOFF	DAVID DECOFF PROMOTIONAL	Open	421.31	0.00	
14-02630	10/21/14	JPBAINBR	J. P. BAINBRIDGE & ASSOC., INC	Open	3,500.00	0.00	
14-02631	10/21/14	MASER	MASER CONSULTING PA	Open	2,500.00	0.00	
14-02640	10/21/14	CMCLM	CAPE MAY COUNTY LEAGUE OF MUN.	Open	100.00	0.00	
14-02723	10/27/14	FRALING	FRALINGER ENGINEERING PA	Open	8,328.00	0.00	
14-02725	10/27/14	NJSPIA	NJ STATE PLUMBING INSPECTORS	Open	150.00	0.00	
14-02726	10/27/14	UNIFO	UNIFORM CONST CODE OFFICIALS	Open	50.00	0.00	
14-02727	10/27/14	HECKLER	HECKLER & KOCH DEFENSE INC.	Open	525.00	0.00	
14-02731	10/27/14	SCHWERTL	MARIAN SCHWERTLY	Open	8.63	0.00	
14-02733	10/27/14	WESTB	WEST BAY CONSTRUCTION, INC.	Open	55.00	0.00	
14-02735	10/27/14	WISSINGE	BETTY WISSINGER	Open	8.66	0.00	
14-02738	10/27/14	REEDCONS	REED CONSTRUCTION DATA	Open	55.00	0.00	
14-02743	10/27/14	ASTROTUR	ASTRO TURF, LLC	Open	55.00	0.00	
14-02746	10/27/14	VITAL	VITAL COMMUNICATIONS, INC	Open	450.00	0.00	
14-02749	10/27/14	BINSI	BERBEN INSIGNIA CO.	Open	804.20	0.00	
14-02750	10/27/14	WTHTECHN	WTH TECHNOLOGY INC.	Open	150.00	0.00	
14-02751	10/27/14	AWARENES	APC	Open	400.00	0.00	
14-02752	10/27/14	EAGLEPOI	EAGLE POINT GUN/TJ MORRIS&SON	Open	2,757.51	0.00	
14-02764	10/27/14	PEACC	PEACH COUNTRY TRACTOR, INC.	Open	130.05	0.00	
14-02765	10/27/14	CENTRAL	CENTRAL JERSEY EQUIPMENT	Open	319.56	0.00	
14-02780	10/28/14	LUKASJ	JEROME LUKAS	Open	150.00	0.00	
14-02783	10/28/14	TURTLES	TURTLESINGER, INC.	Open	100.00	0.00	
14-02785	10/28/14	RRDONNEL	RR DONNELLEY	Open	220.50	0.00	
14-02788	10/28/14	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	144.00	0.00	
14-02789	10/28/14	VOIPNETW	VOIP NETWORKS.COM, INC.	Open	10,791.88	0.00	

December 1, 2014
11:00 AM

CITY OF OCEAN CITY
Bill List By P.O. Number

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
14-02791	10/28/14	LUMBERMA	LUMBERMAN ASSOCIATES	Open	13,120.00	0.00	8
14-02792	10/28/14	POSTM	US POSTMASTER	Open	406.00	0.00	
14-02795	10/28/14	DEPT	DEPTCOR	Open	89.20	0.00	
14-02799	10/28/14	THEPOTOM	THE POTOMAC BEAD COMPANY,	Open	225.00	0.00	
14-02808	10/31/14	GARDE	GARDEN STATE HIGHWAY PROD. INC	Open	603.00	0.00	
14-02810	10/31/14	GLOBALPO	GLOBAL POLICE SOLUTION	Open	590.00	0.00	
14-02811	10/31/14	GTBM INC	G.T.B.M. INC.	Open	462.00	0.00	
14-02813	10/31/14	AVAYA	AVAYA COMMUNICATION, INC.	Open	236.22	0.00	
14-02814	10/31/14	CALDWEL	CALDWELL BENNETT, INC	Open	835.48	0.00	
14-02815	10/31/14	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	371.00	0.00	
14-02819	10/31/14	SCHID	SCHINDLER ELEVATOR CORPORATION Resolution #14-50-238	Open	5,329.04	0.00	
14-02821	10/31/14	BARNEGAT	TOWNSHIP OF BARNEGAT	Open	334.00	0.00	
14-02822	10/31/14	ACCEL	ACCELERATED SERVICE SYSTEMS	Open	502.00	0.00	
14-02826	10/31/14	MCMNI	MCMANIMON, SCOTLAND & BAUMANN,	Open	24,564.73	0.00	
14-02827	10/31/14	THOMASR	Thomas Rossi	Open	687.50	0.00	
14-02840	11/07/14	OCCBOSTR	OCEAN CITY CREW BOOSTERS, INC.	Open	4,268.68	0.00	
14-02847	11/07/14	NJPO	NJ PLANNING OFFICALS	Open	360.00	0.00	
14-02848	11/07/14	NJAPA	N.J. AMERICAN PLANNING ASSN. ANNUAL LUNCHEON	Open	165.00	0.00	
14-02849	11/07/14	UNIT REN	UNITED RENTALS (NA), INC	Open	190.00	0.00	
14-02851	11/07/14	PROFORM	PROFORMA DYNAMIC RESOURCES, LLC	Open	110.00	0.00	
14-02854	11/07/14	DALEY	DALEY'S PIT	Open	325.00	0.00	
14-02855	11/07/14	CINTA	CINTAS FIRST AID, CORP	Open	355.93	0.00	
14-02856	11/07/14	CUMBERLA	CUMBERLAND FIRE PROTECTION LLC	Open	4,460.96	0.00	
14-02857	11/07/14	CINTA	CINTAS FIRST AID, CORP QUOTE 10/31/2014	Open	849.22	0.00	
14-02858	11/07/14	SONJ9	TREAS-STATE OF NEW JERSEY	Open	182.00	0.00	
14-02859	11/07/14	SENTI	SENTINEL LEDGER	Open	441.00	0.00	
14-02860	11/07/14	NJSFL	NEW JERSEY STATE FLOORING INC. INSTALLATION OF CARPET & FL	Open	1,743.00	0.00	
14-02862	11/07/14	MCALLIS	MCALLISTER FUELS	Open	675.00	0.00	
14-02863	11/12/14	CHEW	MARCIA CHEW	Open	90.00	0.00	
14-02866	11/12/14	SMARTWEB	SMARTWEBAPPS	Open	1,452.00	0.00	
14-02872	11/14/14	JEWIS	JEWISH TIMES	Open	185.12	0.00	
14-02873	11/14/14	OCNOREAS	OCEAN CITY NOREASTERS	Open	6,165.00	0.00	
14-02874	11/14/14	BMI	BROADCAST MUSIC INC.	Open	1,120.94	0.00	
14-02875	11/14/14	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	374.29	0.00	
14-02876	11/14/14	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	298.70	0.00	
14-02880	11/14/14	CAPESHOR	CAPE SHORE CORALE	Open	600.00	0.00	
14-02885	11/14/14	COSTIGAN	RICHARD COSTIGAN	Open	10.00	0.00	
14-02886	11/14/14	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	283.00	0.00	
14-02890	11/20/14	01FLETCH	FLETCHER, MICHAEL & REEB, IRENE BLK 805 LOT 10 C2	Open	640.33	0.00	
14-02891	11/20/14	01GARABE	GARABEDIAN, JOHN-MARC & KERI	Open	583.16	0.00	
14-02893	11/20/14	01RICH	RICH, STEVEN	Open	403.61	0.00	
14-02894	11/20/14	01OFF	OFF, TIMOTHY & ALLISON	Open	1,856.32	0.00	
14-02895	11/20/14	01HOFF	HOFFMAN, JOHN & DEBRA	Open	1,861.98	0.00	
14-02896	11/20/14	01PJOHN	MCCARRAHER, RD & PRETTYMAN, J	Open	4,487.43	0.00	
14-02897	11/20/14	01HOMEOC	OCEAN CITY HOME BANK	Open	3,710.23	0.00	
14-02898	11/20/14	01ELUCCI	LUCCI, EDWARD & LAURA	Open	1,385.76	0.00	
14-02899	11/20/14	01DESAI	DESAI, DINESH	Open	3,611.24	0.00	
14-02900	11/20/14	01BEISEL	BEISEL, ROBERT & CHRISTINE	Open	948.73	0.00	
14-02901	11/20/14	01FOSTER	FOSTER BEACH PROPERTY, LLC	Open	1,876.50	0.00	
14-02902	11/20/14	01BOZZAC	BOZZACCO, ALEXANDER & DORTHEA	Open	834.52	0.00	
14-02903	11/20/14	01LOGICC	CORE LOGIC	Open	614.37	0.00	
14-02904	11/20/14	01SUMMAR	SUMMARIA, SANDRA	Open	325.22	0.00	
14-02905	11/20/14	01LERT	LERETA	Open	2,003.73	0.00	
14-02906	11/20/14	01FARGO	WELLS FARGO HOME MORTGAGE	Open	4,123.64	0.00	

December 1, 2014
11:00 AM

CITY OF OCEAN CITY
Bill List By P.O. Number

Page No: 4

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
14-02911	11/20/14	BUSIS	BUSINESS & NEIGHBORHOOD DEVEL. 2014 B.A.N.D DEBT RELIEF	Open	21,383.39	0.00		
14-02921	11/20/14	MANIC	THE MANIC BOTANIC	Open	240.00	0.00		
14-02923	11/20/14	USPOS	PITNEY BOWES ACCOUNT 19266931 2014 POSTAGE	Open	70,000.00	0.00		
14-02924	11/20/14	OCTD	OCEAN CITY TOURISM DEVELOPMENT 2014 REIMBURSEMENT OF ADMIN	Open	25,000.00	0.00		
14-02925	11/20/14	DEPOS	THE DEPOSITORY TRUST COMPANY DEBT SERVICE ON 2014 BANS	Open	23,249.49	0.00		
14-02926	11/21/14	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	412.50	0.00		
14-02927	11/21/14	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	313.86	0.00		
14-02928	11/21/14	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	245.26	0.00		
14-02929	11/21/14	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	318.86	0.00		
14-02930	11/24/14	01IRWIN	IRWIN LAW FIRM ATT. TR ACCT	Open	1,444.64	0.00		
14-02933	11/25/14	GONENATI	GONE NATIVE COMMUNICATIONS INC	Open	330.00	0.00		
14-02937	11/25/14	09FEN	KRISTIE FENTON	Open	28.74	0.00		
14-02939	11/25/14	COSTERIA	COSTERIA COTTAGE LLC ESCROW PROJECT 14-003ZC	Open	4,207.20	0.00		
14-02940	11/26/14	SHERW	SHERWIN WILLIAMS #3760 SC 81339	Open	116.57	0.00		
14-02941	11/26/14	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	138.15	0.00		
14-02942	11/26/14	SHERW	SHERWIN WILLIAMS #3760 SC 81339	Open	93.05	0.00		
14-02943	11/26/14	MRUZ	JANICE MRUZ	Open	23.00	0.00		
Total Purchase Orders:		176	Total P.O. Line Items:	329	Total List Amount:	4,305,646.27	Total Void Amount:	0.00

December 1, 2014
11:00 AM

CITY OF OCEAN CITY
Bill List By P.O. Number

Page No: 5

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	Project Total
	4-01	374,849.53	3,386,698.26	3,761,547.79	25,094.27	0.00
	4-12	0.00	0.00	0.00	0.00	6,569.00
	4-13	<u>4,576.10</u>	<u>0.00</u>	<u>4,576.10</u>	<u>0.00</u>	<u>0.00</u>
Year Total:		379,425.63	3,386,698.26	3,766,123.89	25,094.27	6,569.00
	C-04	111,778.91	371,896.40	483,675.31	0.00	0.00
	G-02	441.00	0.00	441.00	0.00	0.00
	T-12	23,142.80	600.00	23,742.80	0.00	0.00
Total of All Funds:		<u>514,788.34</u>	<u>3,759,194.66</u>	<u>4,273,983.00</u>	<u>25,094.27</u>	<u>6,569.00</u>

Project Description	Project No.	Rcvd Total	Held Total	Project Total
810 ASBURY AVENUE	04-0461Z	325.00	0.00	325.00
1212-14 HAVEN AVENUE	13-033PMSS	728.00	0.00	728.00
15-17 SIMPSON ROAD	13-034PMN	456.00	0.00	456.00
340 SURF ROAD	14-010ZC	195.00	0.00	195.00
716 MOORLYN TERRACE	14-012ZD	99.00	0.00	99.00
719 TENTH ST & 943 OCEAN AVE	14-014PSPF	298.00	0.00	298.00
109 W SEVENTEENTH STREET	14-014ZC	162.50	0.00	162.50
600 WAYNE AVENUE	14-020PSPF	50.00	0.00	50.00
800 ST CHARLES PLACE	14-020ZC	130.00	0.00	130.00
4861 WEST AVENUE	14-021ZC	130.00	0.00	130.00
55 W SIXTEENTH STREET	14-022ZC	233.50	0.00	233.50
66 E STATION ROAD	14-023ZC	162.50	0.00	162.50
1041 CENTRAL AVENUE A2 & A3	14-024ZD	859.50	0.00	859.50
61 W SEVENTEENTH STREET	14-026ZD	555.00	0.00	555.00
112 W TENTH STREET	14-028ZC	323.00	0.00	323.00
1017 SIMPSON AVENUE	14-029ZD	164.00	0.00	164.00
870 THIRD STREET	14-032ZC	170.00	0.00	170.00
946 PLEASURE AVENUE	14-033ZC	136.00	0.00	136.00
1604 PLEASURE AVENUE	14-034ZC	170.00	0.00	170.00
2145 WEST AVENUE	14-036PMN	450.00	0.00	450.00
600 WAYNE AVENUE	14-037PMIS	100.00	0.00	100.00
1417 OCEAN AVENUE	14-039PMS	144.00	0.00	144.00
1101 OCEAN AVENUE	14-040PGDP	528.00	0.00	528.00
Total of All Projects:		<u>6,569.00</u>	<u>0.00</u>	<u>6,569.00</u>

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#14

**AUTHORIZING TRANSFERS OF APPROPRIATIONS OF THE
2014 LOCAL MUNICIPAL BUDGET PER N.J.S.A. 40A: 4-58**

WHEREAS, N.J.S.A. 40A: 4-58, allows transfers to be made from excess appropriation balances to those appropriations deemed insufficient during the last two months of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Ocean City that the following transfers as per the attachment be authorized within the 2014 Local Municipal Budget.

Michael J. Allegretto
Council Vice President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinosso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

City Clerk

CITY OF OCEAN CITY- DEPARTMENT OF FINANCE

**Transfer Resolution
#1 for 2014**

Transfer from:			
4-01-25-740-100	Police	SW	25,000.00
4-01-25-770-100	Fire	SW	25,000.00
			<u>\$ 50,000.00</u>
Transfer to:			
4-01-20-610-267	Finance/Other Agencies	OE	50,000.00
			<u>\$ 50,000.00</u>

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#15

**AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE
COUNTY OF CAPE MAY, NEW JERSEY FOR THE FUNDING AND DEVELOPMENT
OF A SKATEBOARD PARK IN OCEAN CITY**

WHEREAS, the Administration of the City of Ocean City (hereinafter, "the City") applied to the Cape May County Open Space Program for funding in the amount of \$500,000 to be used in the development of a skateboard park on City-owned land at 550 Asbury Avenue ("the Project"); and,

WHEREAS, the Cape May County Open Space Board, after public hearing and deliberation thereon, recommended that the Board of Chosen Freeholders of Cape May County (hereinafter, "the County") approve the said application; and,

WHEREAS, the County conducted a public hearing regarding the Project on July 8, 2014; and,

WHEREAS, by Resolution dated September 9, 2014, the County authorized the attached Shared Services Agreement; and,

WHEREAS, City Council has adopted Ordinance #14-42, the bond ordinance which will provide the funding for the project in advance of the \$500,000 reimbursement from the County;

WHEREAS, both the City and the County believe that the shared services being contemplated hereby are in the best long-term interests of both the County and the City, and their residents and taxpayers; and

WHEREAS, a Shared Services Agreement has been prepared by County Counsel, has been reviewed by the City's Solicitor and is on file in the offices of the City's Clerk and the County and is available for public review during normal business hours; and,

WHEREAS, the City believes that the execution of this Shared Services Agreement will be of value to the City's taxpayers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey as follows:

1. The City accepts and approves the Shared Services Agreement to be entered into with the County, a true copy of which is on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

Michael J. Allegretto
Council Vice President

File name: \ Res approving SSA with County

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Guinosio	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
City Clerk

GERALD M. THORNTON
Freeholder Director

BARBARA BAKLEY-MARINO, ESQ.
County Counsel
bhm@co.cape-may.nj.us

JAMES B. ARSENAULT, JR., ESQ.
Assistant County Counsel
jarsenault@co.cape-may.nj.us

CAPE MAY COUNTY
OFFICE of COUNTY COUNSEL

4 Moore Road, DN-104
Cape May Court House, N.J. 08210-1654
Tel. (609) 465-1122 Fax (609) 463-0705
Website: www.capemaycountynj.gov



September 19, 2014

MAYOR'S OFFICE

SEP 24 2014

RECEIVE

Jay A. Gillian, Mayor
City of Ocean City
861 Asbury Avenue
Ocean City, New Jersey 08226

**Re: Open Space Program; Shared Services Agreement
Ocean City Skatepark**

Dear Mayor Gillian:

Enclosed herewith are:

1. A copy of County Resolution No. 725-14 authorizing the approval of the above-referenced Agreement; and
2. Three (3) original copies of the Agreement executed by the Director and Clerk of the Freeholder Board.

After your municipality has executed the documents, I respectfully request that you provide our office with two (2) fully executed copies of same.

Thank you for your attention to this matter.

Very truly yours,

James B. Arsenault, Jr.
Assistant County Counsel

JBA:jm
Enclosures

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 725-14

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE CITY OF OCEAN CITY FOR THE PROJECT KNOWN AS
"OCEAN CITY SKATEPARK", PROVIDING FOR THE FUNDING OF A PORTION OF
THIS PROJECT, IN A TOTAL AMOUNT NOT TO EXCEED \$500,000.00, WITH
ADOPTION OF ALL OTHER TERMS AND CONDITIONS OF THE
ANNEXED SCHEDULES**

WHEREAS, the County of Cape May (hereinafter "County") has determined that it is in the best interest of the County and residents therein, as well as the municipalities and residents of the individual municipalities located within the County, for the County to provide funds to such municipalities for the acquisition of lands for open space and the development of public park and recreation facilities, or improvements, and historic preservation; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:12-16 et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq. and other related statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the municipalities and their residents, to provide funding for such projects and improvements, and

WHEREAS, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

WHEREAS, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new 2013 Program Guidelines for the Open Space Program that incorporated the two additional eligible categories of park and recreation development as well as historic preservation projects; and

WHEREAS, the City of Ocean City (hereinafter "Municipality") has submitted an application under the 2013 Program for Skate Park Equipment with the initial amount of the request of \$500,000.00 (hereinafter "Submitted Proposal"); and

WHEREAS, on May 27, 2014, the Open Space Review Board thoroughly reviewed, deliberated and voted to make a recommendation to the Board of Chosen Freeholders to fund the project, in an amount not to exceed \$500,000.00, pursuant to the attached Schedule "A". This will hereinafter be referred to as the "Defined Project"; and

No. 725-14

RECORD OF VOTE						
Freeholders	Ayes	Nayes	Abstain	Absent	Moved	Second
Mr. Desiderio	/					
Ms. Gabor	/					/
Ms. Hayes	/					
Mr. Morey	/				/	
Mr. Thornton	/					

V - Indicates Voice Moved-Resolution Offered, Second-Resolution Seconded

SCHEDULE "A"

CAPE MAY COUNTY
PLANNING DEPARTMENT

Will Morey
Freeholder

Leslie L. Gimeno, PP, AICP

Planning Director

4 Moore Road
Cape May Court House, N.J. 08210-1601
(609) 465-1080 • Fax: 465-1418
planningbd@co.cape-may.nj.us



Established 1953

Mr. Mike Dattilo, Business Administrator
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

June 6, 2014

Re: Application to Open Space Program for a Skate Park

Dear Mr. Dattilo,

The Open Space Board is in receipt of the City's application to the Cape May County Open Space Program for the construction of a Skate Park on a city-owned parcel located at 550 Asbury Avenue in Ocean City.

Upon submission, each application is reviewed by the Board for consistency with the goals and objectives of the Program, as described in the Program Guide. In order to maximize the benefit of the use of limited funds, the Open Space Board makes positive recommendations to the Board of Chosen Freeholders for those projects that have a regional appeal, and that would contribute to the diversity of our County's open space and recreation resources.

After careful consideration, the Cape May County Open Space Review Board has decided to recommend the City's Park/Recreation Development project to the Board of Chosen Freeholders funding in the amount not to exceed \$500,000. This funding is to be utilized for the "Skate Park Equipment" (Item #8) as listed on the Engineer's Estimate prepared by Roger D. McLarnon, PE, CME, PP on 4/15/14, which was provided as "Tab #7" in the City's application package.

In its deliberations, the Open Space Board had several questions and concerns regarding the site as a whole. Therefore, we are requesting that the City submit a site plan for the lot in question, which includes not only the schematic of the skate park, but also the planned viewing platforms/facilities and a landscaping plan. This should be submitted to the Open Space Board prior to the public hearing which will be scheduled for July 8th.

In addition to the submission of a site plan, there are several conditions regarding our positive recommendation to the Board of Chosen Freeholders. These items will be

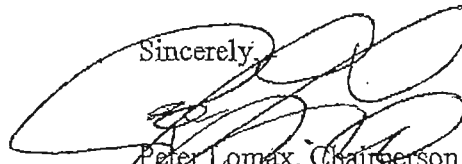
incorporated into a draft Shared Services Agreement which will be sent to you prior to July 8th. In general, they are as follows:

- The Skate Park must be open to all residents of Cape May County
- The Skate Park will be known as the "Cape May County Skate Park in Ocean City" or other similar name as approved by the County
- Signage must be installed recognizing the partnership between the County and the City and the contribution of Open Space Trust Funding to the development of the Skate Park
- The City must have a budget line item dedicated annually for the maintenance of the skate park, at an amount to be determined by the City Engineer
- The County must be provided with any proposed fee schedule for use of the skate park facility; County will have oversight of the proposed fees
- The County must approve any proposed third-party contracts for use and/or management of the site
- The County must approve any proposed sponsorships or third-party involvement on the site, including signage

County Counsel will work to develop a draft Shared Services Agreement for your review. A public hearing on the project will be held by the Board of Chosen Freeholders in order to meet the requirements of N.J.S.A. 40:12-15.2 et seq. It is anticipated that this hearing will be scheduled for Tuesday, July 8th. If no modifications to the project and/or documents are necessitated by the public hearing, the Freeholder Board can move to adopt a resolution and execute the necessary documents at their regularly scheduled meeting on August 26th, 2014.

Thank you in advance for your cooperation as we move through the necessary steps to bring the project into fruition. I look forward to working with you over the next several months, and to enjoying the wonderful recreation opportunities that this project will bring to our area residents and visitors for many years to come. If you have any questions or concerns throughout the process, please feel free to contact Leslie Gimeno, County Planning Director, at (609) 465-6875.

Sincerely,



Peter Lomax, Chairperson
Open Space Review Board

Cc: Mike Laffey, Director of Operations
Dale Foster, County Engineer
County Counsel



CITY OF OCEAN CITY
ENGINEER'S ESTIMATE

PROJECT NAME:

Skateboard Park in 500 block of West Avenue

PROJECT NUMBER:

5-13-063

BASE BID

DATE:

4/15/14

ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	EST. UNIT PRICE	AMOUNT
SKATEPARK IMPROVEMENTS					
1	CLEARING SITE	LUMP SUM	1	\$25,000.00	\$25,000.00
2	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	700	\$15.00	\$10,500.00
3	CONCRETE SIDEWALK, 4" THICK	S.Y.	2,000	\$70.00	\$140,000.00
4	CONCRETE FOUNDATIONS	UNITS	8	\$3,000.00	\$18,000.00
5	FENCING - 12 FT HIGH	LF	580	\$20.00	\$11,600.00
6	GATE - 4 FT WIDE	UNITS	2	\$150.00	\$300.00
7	CONCRETE RIBBON WALL	LF	580	\$90.00	\$52,200.00
8	SKATE PARK EQUIPMENT	L.S.	1	\$500,000.00	\$500,000.00

ESTIMATED CONSTRUCTION COST:

\$757,600.00

This cost estimate was developed in consideration of the Public Bidding
Laws and Prevailing Wage Requirements of the State of New Jersey.

Roger D. McLarnon, PE, CME, PP

SHARED SERVICES AGREEMENT

**BY AND BETWEEN THE
COUNTY OF CAPE MAY
AND
THE CITY OF OCEAN CITY**

OCTOBER 1, 2014 - SEPTEMBER 30, 2015

CAPE MAY COUNTY OPEN SPACE AND FARMLAND PRESERVATION PROGRAM

PREAMBLE

THIS SHARED SERVICES AGREEMENT made and dated as of the ____ day of _____, 2014, constitutes an agreement between the County of Cape May (hereinafter "County") and the City of Ocean City (hereinafter "Municipality"), both constituting public bodies corporate and politic of the State of New Jersey.

WITNESSETH

WHEREAS, the County has determined that it is in the best interest of the County and residents therein, as well as the Municipality and residents of the individual Municipality located within the County, for the County to provide funds to such Municipality for the acquisition of lands for open space and the development of public park and recreation facilities or improvements; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:12-16, et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq. and other related statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the Municipality and their residents, to provide funding for such projects and improvements, and

WHEREAS, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

WHEREAS, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new 2013 Program Guidelines for the Open Space Program that incorporated the two additional eligible categories of park and recreation development as well as historic preservation projects; and

WHEREAS, the Municipality has submitted a joint application under the 2013 Program for Skate Park Equipment (Item #8) as listed on the Engineer's Estimate prepared by Roger D. McLarnon, PE, CME, PP on 04/15/14, herein attached as Schedule "A", located at Block 504, Lot 1(portion), bounded by 5th and 6th Streets, City of Ocean City, New Jersey, with the initial amount of the request of \$500,000.00 (hereinafter "Submitted Proposal"); and

WHEREAS, on May 27, 2014, the Open Space Review Board has thoroughly reviewed, deliberated and voted to make a recommendation to the Board of Chosen Freeholders to fund this project, in an amount not to exceed \$500,000.00. This will hereinafter be referred to as the "Defined Project"; and

WHEREAS, a public hearing on this Defined Project was held on July 8, 2014 at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210; and

WHEREAS, on the basis of the information provided by the applicant, the recommendation of the Open Space Review Board, and input gathered from the public hearing,

the Board of Chosen Freeholders desires to enter into this Shared Services Agreement with the Municipality to support the implementation of the Defined Project; and

WHEREAS, the County and the Municipality desires to enter into this Agreement in order for the County to provide funding to the Municipality for the aforementioned Defined Project;

NOW, THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Municipality, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I PROVISION OF SERVICES

SECTION 101. County Funding. The County agrees to provide reimbursement funds to the Municipality to undertake the Defined Project. Such funds shall be provided by the County to the Municipality with no repayment requested if the Municipality completes the Defined Project within the time frame outlined in Section 102 (the "Initial Term").

SECTION 102. Agreement Term; Terms and Conditions. The term of the Agreement shall commence on October 1, 2014 and shall terminate on September 31, 2015, which shall be the date when the Defined Project must be completed as referred to in Section 101. If the Municipality request an extension of the Initial Term from the date referred to in Section 101, it shall make such request in writing at least 60 days prior to such date to the Clerk of the Board of Chosen Freeholders. The County shall notify, in writing, the Municipality of the County's agreement to extend the completion of the Defined Project no later than 30 calendar days prior to the expiration date of the Initial Term.

SECTION 103. Municipal Obligation. In consideration for the County providing the funding to reimburse the Municipality, the Municipality agrees to pay to undertake the Defined Project and to complete it by the end of the Term of this Agreement as described in Section 101.

SECTION 104. Conditions Precedent. The following items shall be conditions precedent to the performance by the County and the Municipality of the respective obligations under this Agreement:

(a) The Approving Capital or Bond Ordinance or other budget provisions setting forth the authorization to proceed with the Defined Project of the Municipality shall have been adopted and shall be in full force and effect. A fully executed copy must be provided to the County within 30 days of passage.

(b) Application and receipt of any necessary permits from any and all agencies.

(c) Delivery of opinions of counsel to the County and the Municipality that this Agreement has been duly authorized and executed, and upon due execution by the other party will be a valid, binding and enforceable obligation of the County or the Municipality, as the case may be, except as the enforceability thereof may be subject to general principles of equity and laws affecting the enforcement of creditor's rights generally.

SECTION 105. Authorized County and Municipal Representatives. a) The authorized County Representative for all purposes of the Agreement shall be the Freeholder Director or such other representative who shall, from time to time, be designated by the Freeholder Director.

(b) The authorized Municipal Representative for all purposes of the Agreement shall be the Mayor or such other representative who shall, from time to time, be designated by the Mayor.

(End of Article 1)

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 201. Representations and Warranties of the County. The County represents and warrants to the Municipality as follows:

(a) General. The County is a public body corporate and politic of the State of New Jersey and has the power and authority to provide the Services to the Municipality and to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder.

(b) No Conflict. The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the County, (ii) to the best knowledge of an Authorized County Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized County Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. Except as otherwise disclosed to the Municipality, to the best knowledge of an Authorized County Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the County to enter into this Agreement.

(d) Obligations of the County. When executed and delivered by the County, this Agreement will be a legal, valid and binding obligation of the County enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

SECTION 202. Representations and Warranties by the Municipality. The Municipality makes the following representations and warranties to the County:

(a) General. The Municipality (i) is a public body corporate and politic of the State of New Jersey, (ii) has full corporate power and authority to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder, and (iii) by proper Municipal action has duly authorized the execution and delivery of this Agreement.

(b) No Conflict. The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the Municipality, (ii) to the best knowledge of an Authorized Municipal Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized Municipal Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. Except as otherwise disclosed to the Municipality, to the best knowledge of an Authorized Municipal Representative, there is no action, suit or proceeding at

law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Municipality to enter into this Agreement or perform the services hereunder.

(d) Obligations of the Agency. When executed and delivered by the Municipality, this Agreement will be a legal, valid and binding obligation of the Municipality, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

(End of Article II)

ARTICLE III
OPEN SPACE AND FARMLAND PRESERVATION PROGRAM REQUIREMENTS

SECTION 301. The County will reimburse the Municipality in an amount not to exceed \$500,000.00 to support the Defined Project identified in Section 302. This amount is the maximum total amount of funding by the County to the Municipality.

SECTION 302. Municipality will utilize funding from the County in the amount of \$500,000.00 to support the Defined Project. The Defined Project is specifically identified and described in the Municipality's application, presentation and recommendation by the County Open Space Review Board and is made a part of and incorporated with this Agreement as if set forth at length herein. The County's funding shall not be utilized for any other purpose. In the event said funding is not utilized for the Defined Project, the County shall declare Municipality in default of this Agreement and require the immediate repayment of \$500,000.00 to the County as described in Section 308 herein.

SECTION 303. The Municipality is responsible for the design, preparation, permitting, construction and completion of the Defined Project. The Municipality will prepare detailed site plans, with engineer's estimates, for approval by the Open Space Review Board and/or the Board of Chosen Freeholders prior to the commencement of the Defined Project, and will be wholly responsible for the implementation of the Defined Project in accordance with the same. Said Defined Project is or shall be accessible to all individuals as required by the Americans with Disabilities and Amendments Act. Municipality further agrees to assume or continue the obligations and prerogatives which otherwise apply to it as the owner of the property and of the Defined Project such as the long-term care, maintenance and operation of the Defined Project, which shall include all applicable insurance thereon, as follows:

- The Skate Park must be open to all residents of Cape May County
- The Skate Park will be known as the "Cape May County Skate Park in Ocean City" or other similar name as approved by the County
- Signage must be installed recognizing the partnership between the County and the Municipality and the contribution of Open Space Trust Funding to the development of the Skate Park
- The Municipality must have a budget line item dedicated annually for the maintenance of the Skate Park, at an amount to be determined by the Municipality's engineer
- The County must be provided with any proposed fee schedule for use of the Skate Park facility; County will have oversight of the proposed fees
- The County must approve any proposed third-party contracts for use and/or management of the site
- The County must approve any proposed sponsorships or third-party involvement on the site, including signage.

SECTION 304. The County will reimburse the Municipality the actual amount of expenditures made by the Municipality for implementation of the Defined Project in an amount

described in Section 301 above. Upon completion of the Defined Project, the County will schedule a formal inspection of the Defined Project, and will review the Defined Project for consistency with the site plan and engineer's estimates referenced in Section 303 above. Municipality will provide a certification to the total expenditures and provide proof of all expenditures for the Defined Project to the Chief Financial Officer of the County of Cape May within thirty (30) days of final completion of the Defined Project. Proof of all expenditures shall be in the form of vouchers or purchase orders, vendor invoices, and copies of cancelled checks (both sides). The failure to provide said documentation will result in a default of this agreement, and will result in non-payment by the County.

SECTION 305. The Municipality agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and liabilities of any sort (including reasonable attorney's fees) that the County may incur as a result of or arising out of the design, preparation, construction and use of the Defined Project. In addition, Municipality agrees to have the County named annually as a primary additional insured on a general liability insurance policy with coverage at least equal to three million dollars (\$3,000,000.00) per bodily injury or property damage occurrence until completion of the Defined Project. A certificate of insurance evidencing said coverage and the additional insured designation shall be provided to the County on an annual basis.

(a) Municipality assumes the risk of all damage, loss, cost and expense arising out of or relating to the Defined Project.

(b) It is the intention that the scope of this provision for indemnification is the widest and most comprehensive allowable by law and the Municipality will be responsible for any and all liabilities, occurrences, damages or costs which may occur.

(c) The Municipality and the County agree that this Agreement shall be construed to the fullest extent possible by law to impose upon the Municipality the fullest duties of indemnity which shall include the obligation by the Municipality to:

(1) Inspect the condition of the Defined Project, and repair as necessary;

(2) Defend the County in any claim, lawsuit, arbitration or claim of any sort completely through total and final resolution of the matter including appeals. In the event the Municipality does not timely provide a defense and indemnity that causes the County to incur costs including attorney's fees to enforce any rights pursuant to this Agreement, then, Municipality shall also be responsible for said costs and fees as incurred by County;

(3) Defend and indemnify the County for any claims for reimbursement and subrogation by any and all medical providers, medical insurers or workers compensation carriers or any other individual or entity.

SECTION 306. Municipality waives all rights to make a claim (or crossclaim) or file a suit against County for, and relieves County from all liability or responsibility of any kind arising from such damages, loss, cost or expense arising out of or related to the Defined Project.

SECTION 307. Default. Failure on the part of Municipality to comply with either the implementation of the Defined Project, in any aspect, as described in its application or any provision of this Agreement, or the satisfactory maintenance of the improvements, as required herein constitutes "default". Upon "default", as determined solely by the County, the County may, at its option, either:

(a) Declare this Agreement to be terminated, and require Municipality to repay the funds identified herein to the County within ten (10) days; or

(b) Permit Municipality to "cure" any default within thirty (30) days. Thereafter, County may, at its option, grant any other additional time needed to cure any default as necessary. If said default continues longer than any time frame agreed upon by County, Municipality shall repay the funds identified herein to the County within ten (10) days.

SECTION 308. County Indemnification. The County agrees to indemnify the Municipality and hold it harmless from and against any claims, damages, losses or liabilities that the Municipality may incur as a result or arising out of the gross negligence on the part of the County. The County does not waive any applicable N.J.S.A. 59-1, et seq. immunities.

(End of Article III)

ARTICLE IV MISCELLANEOUS

SECTION 401. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

SECTION 402. Consents. Any consents required by the County or Municipality under this Agreement (other than those delegated to the applicable Authorized County Representative or Authorized Municipal Representative) shall be adopted by a resolution of the respective governing bodies.

SECTION 403. Amendments. Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the members of the Municipality in the case of the Municipality and the Freeholder Director and the Board of Chosen Freeholders in the case of the County.

SECTION 404. Assignment. No party may assign or attempt to assign its respective obligations under this Agreement. Any purported assignment of rights in violation of this provision is void. In addition to voiding the purported assignment, the County shall declare the assignor in default of this Agreement and require the re-payment of all project funds within seven (7) days.

SECTION 405. Severability. If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

SECTION 406. Term. The duties and obligations under Sections 306 and 307 shall remain in effect for as long as the applicable statute of limitations remain in effect and the duty to defend shall extend beyond the statute of limitations to the extent any claim is made against the County at any time in the future as it relates to the Defined Project.

SECTION 407. Notices. All notices required under the terms of this Agreement shall be given by hand delivering such notices or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties. Notices to the County shall be sent to the Clerk, Board of Chosen Freeholders and County Treasurer. Notices to the Municipality shall be sent to the Mayor and Clerk of the Municipality.

SECTION 408. Entire Agreement. This Agreement constitutes the entire understanding of the parties.

(End of Article IV)

Res 725-14
9-9-2014

IN WITNESS WHEREOF, the County and the Municipality have caused their respective seals to be hereunto affixed and attested and this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

ATTEST:

COUNTY OF CAPE MAY


Elizabeth Bozzelli
Clerk of the Board
[SEAL]

BY:


Gerald M. Thornton
Freeholder Director

Date: September 9, 2014

ATTEST:

CITY OF OCEAN CITY

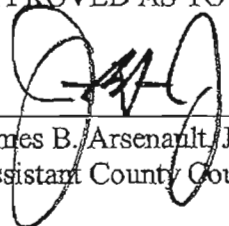
Linda MacIntyre
Municipal Clerk
[SEAL]

BY:

Jay A. Gillian
Mayor

Date: _____

APPROVED AS TO FORM:


James B. Arsenault, Jr., Esquire
Assistant County Counsel

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#16

AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CITY OF WILDWOOD, NEW JERSEY FOR TRANSPORTING AND PLACEMENT OF CDF MATERIAL FOR LANDFILL CAPPING AND CLOSURE

WHEREAS, the City of Ocean City ("Ocean City") owns a Confined Disposal Facility ("CDF"), designated as CDF 83, which it utilizes for the placement and storage of dredge materials, but which is at capacity and cannot, at this time, accept additional materials; and,

WHEREAS, Ocean City has explored, and continues to explore, means and methods by which the CDF could be emptied in order to create capacity for additional materials and facilitate a continuation of Ocean City's dredging program; and,

WHEREAS, the City of Wildwood, New Jersey Board of Commissioners (hereinafter, "Wildwood") desires to cap and close its Back Bay Landfill so as to comply with State Law and allow for future development; and,

WHEREAS, Wildwood has explored means and methods by which its Back Bay Landfill could qualify as a site approved to accept dredge materials, such as those in CDF 83; and,

WHEREAS, Ocean City and Wildwood desire to work together to obtain the necessary approvals to allow Ocean City to empty CDF 83 and transport the materials therein to Wildwood for Wildwood's use in capping its Back Bay Landfill; and,

WHEREAS, the approvals required for this joint effort will be conditioned upon the testing of the materials in CDF 83 to establish that they meet residential site remediation standards; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. permits local units to enter into an agreement for joint services; and,

WHEREAS, the City of Wildwood and the City of Ocean City desire to enter into an agreement for joint services so as to cap Wildwood's Back Bay Landfill with material from Ocean City's CDF 83 in accordance with a written agreement between the two municipalities, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey as follows:

1. The City of Ocean City accepts and approves the Shared Services Agreement to be entered into with Wildwood, a true copy of which is on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

Michael J. Allegretto
Council Vice President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED City Clerk
Allegretto	_____	_____	_____	_____	
DeVlieger	_____	_____	_____	_____	
Guinasso	_____	_____	_____	_____	
Hartzell	_____	_____	_____	_____	
Madden	_____	_____	_____	_____	
McClellan	_____	_____	_____	_____	
Wilson	_____	_____	_____	_____	

**SHARED SERVES AGREEMENT REGARDING THE HANDLING,
TRANSPORTING, AND PLACEMENT OF CDF MATERIAL FOR LANDFILL
CAPPING AND CLOSURE**

This Agreement for the handling, and accepting of materials from the Ocean City CDF to be used for capping the Wildwood Back Bay Landfill is made as of this _____ day of _____, 2014, by and between the City of Wildwood, a New Jersey Municipal Corporation, the mailing address for which is 4400 New Jersey Ave., Wildwood, NJ 08260, (hereinafter "Wildwood") and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Ave., Ocean City, NJ 08226, (hereinafter "Ocean City,") and the parties state:

WHEREAS, the City of Wildwood is the owner of that certain property located in the City of Wildwood, County of Cape May, State of New Jersey, lying generally along and east of the Post Creek Basin (body of water), known as the Back Bay Landfill (hereinafter "Back Bay Landfill or landfill,"); and,

WHEREAS, the City of Wildwood is required, pursuant to State law P.L.2013, c.69 (C. 13:1E-125.1 et seq., the "Legacy Landfill Law"), and regulations currently being drafted to implement said law, to cap and close the Back Bay Landfill so as to meet the sanitary landfill engineering design standards and construction requirements in N.J.A.C. 7:26-2A.7 and the closure and post-closure care of sanitary landfills in N.J.A.C. 7:26-2A.9, and to permit future redevelopment of the landfill property; and,

WHEREAS, the City of Wildwood desires to cap and close the Back Bay Landfill in a manner so as to provide an appropriate site for redevelopment;

WHEREAS, the City of Ocean City has used a dredge disposal site known as Site 83, ("Ocean City CDF site") ;

WHEREAS, the Ocean City CDF site has reached its capacity for storing dredge spoils and the City of Ocean City desires to excavate material from the site to provide for additional capacity so as to allow for future dredging and disposal at that site;

WHEREAS, it has been determined that removal of material from the Ocean City CDF will provide for additional capacity for dredge spoils;

WHEREAS, the Back Bay Landfill has been identified as a potential site to receive materials from the Ocean City CDF;

WHEREAS, excavated material from the Ocean City CDF has been identified as appropriate material for capping the Back Bay Landfill;

WHEREAS, it is in the mutual interests of the cities of Ocean City and Wildwood for material from the Ocean City CDF be used to cap the Wildwood Back Bay Landfill;

WHEREAS, all necessary permits and approvals have been obtained to permit the material from the Ocean City CDF be transported to the Back Bay Landfill and used for capping, or if not yet obtained, are expected to be obtained, with this Agreement specifically conditioned upon receipt of all necessary permits and approvals;

WHEREAS, the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-2, et. seq. permits local units to enter into an agreement for joint services and the City of Wildwood and the City of Ocean City desire to do same;

NOW, THEREFORE, the City of Wildwood and the City of Ocean City hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1. PREMISES FOR CAPPING

The site to be capped with material to be provided by Ocean City is that former landfill site known as the Back Bay Landfill, lying along and east of the Post Creek Basis, which property is owned by the City of Wildwood, reflected on the Official Tax Map of the City of Wildwood as Block

SECTION 2. MATERIAL FOR CAPPING

- a. It is understood the Ocean City Confined Disposal Facility (hereinafter "CDF") holds approximately 300 thousand cubic yards of material, of which up to 200 to 250 thousand cubic yards may be removed without compromising the structure of the CDF for purposes of accepting dredge spoils.
- b. CDF material will be tested by Ocean City and this agreement is conditioned upon those test results confirming the material meets residential soil remediation standards. .

SECTION 3. TRANSPORTATION OF MATERIAL

- a. It is understood and agreed that the City of Ocean City shall mine and transport the CDF material to the Back Bay landfill and shall be responsible for all costs associated with that transport.
- b. The City of Ocean City shall ensure the materials are deposited in a location identified by the City of Wildwood which is accessible by the vehicles used for material transport.

- c. The City of Ocean City agrees to release and indemnify the City of Wildwood, its agents and employees, from any claim of loss or injury caused by or associated with that transport.
- d. The City of Wildwood agrees to release and indemnify the City of Ocean City, its agents and employees, from any claim of loss or injury caused by or associated with the use of the delivered CDF material.

SECTION 4. FEE FOR USE OF PREMISES FOR DISPOSAL

- a. It is agreed that the City of Ocean City shall compensate the City of Wildwood for accepting CDF materials on a basis determined by the number of cubic yards of CDF material accepted, as measured by truckloads delivered and deposited in the location at the Back Bay Landfill identified by the City of Wildwood.
- b. Delivery and receipt of the measured amount(s) shall be acknowledged with each delivery by both an employee or agent of the City of Ocean City and employee or agent of the City of Wildwood.
- c. Upon receipt of CDF materials, delivery acknowledgments shall be provided to the billing office of the City of Wildwood, which shall, on a regular basis, generate an invoice to the City of Ocean City, which shall be payable within 30 days of receipt of same.
- d. The fee charged to and paid by the City of Ocean City for acceptance of CDF materials shall be fourteen dollars (\$14.00) per cubic yard of material delivered and accepted.

SECTION 5. REQUIRED PERMITS

The parties understand and agree that this Agreement is dependent upon both parties obtaining governmental approvals and permits so as to permit all activities take place which are necessary to affect the purposes of this agreement. Both parties agree to expeditiously apply for and pursue all such approvals and permits and agree to immediately notify the other party if it appears any such approval or permit may not be issued or may not be issued in accordance with the time table expected by the parties.

SECTION 6. EFFECTIVE DATE

This Agreement shall become effective and binding upon passage of a resolution by the governing body of each of the municipalities party to this agreement accepting and the agreement and authorizing its execution.

SECTION 7. VENUE; ATTORNEY FEES AND COSTS

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way

of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

SECTION 8. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have rendered.

SECTION 9. NOTICES

Any notices issued under or pursuant to this agreement shall be effective upon receipt by the party's respective City Clerks, with copy to the party's respective City Solicitors, at the following addresses:

City of Ocean City:

Clerk, City of Ocean City
861 Asbury Ave.
Ocean City, NJ 08226

Dorothy McCrosson, Esq.
Solicitor, City of Ocean City
200 Asbury Ave.
Ocean City, NJ 08226

City of Wildwood:

Clerk, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260

SIGNATURES:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#17

**CONSENTING TO THE MAYOR'S REAPPOINTMENT OF JENNIFER SHIRK
AS A MEMBER TO THE OCEAN CITY LIBRARY BOARD OF TRUSTEES**

BE IT RESOLVED, by the Mayor and City Council of the City of Ocean City that the following person is hereby appointed to the Ocean City Library Board of Trustees:

<u>NAME</u>	<u>TERM</u>	<u>EXPIRES</u>
Jennifer Shirk	5 Years *	12/31/2019

* 1st Full Term

Michael J. Allegretto
Council Vice President

File name: Bd Appt - Library Shirk

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Gninosso	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MAYOR JAY A. GILLIAN

November 24, 2014

Linda MacIntyre, City Clerk
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

2014 NOV 25 A 9:42

RE: Library Board

Dear Linda:

With Council's consent, I would like to reappoint Jennifer Shirk to the Library Board. Her term will be her first full term of five years, expiring on December 31, 2019.

Thank you for your anticipated cooperation.

Sincerely,

Jay A. Gillian
Mayor

c: ✓ Tony Wilson, Council President
Jennifer Shirk, Library Board President
Ron Denney, Library Board Secretary

Removed

#18

12/4/14 - 12:45 PM

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#19

CONSENTING TO THE MAYOR’S REAPPOINTMENT OF
JOSEPH M. LEHMAN, AS A MEMBER TO THE SHADE TREE COMMITTEE

BE IT RESOLVED, by the Mayor and City Council of the City of Ocean City that the following individuals are hereby reappointed to the Shade Tree Committee in accordance with Ordinance No. 2-80.

<u>NAME</u>	<u>TERM</u>	<u>TERM EXPIRES</u>
Joseph M. Lehman	4 Years **	12/31/2018

** 2nd Full Term

Michael J. Allegretto
Council Vice President

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	_____	_____	_____	_____	City Clerk
DeVliegcr	_____	_____	_____	_____	
Guinosso	_____	_____	_____	_____	
Hartzell	_____	_____	_____	_____	
Madden	_____	_____	_____	_____	
McCiellan	_____	_____	_____	_____	
Wilson	_____	_____	_____	_____	

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MAYOR JAY A. GILLIAN

November 24, 2014

Linda MacIntyre, City Clerk
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

RE: Shade Tree Committee

Dear Linda:

With Council's consent, I would like to reappoint Joseph M. Lehman to the Shade Tree Committee. He will be appointed to his second full term of four years, expiring on December 31, 2018.

Thank you for your anticipated cooperation.

Sincerely,


Jay A. Gillian
Mayor

c: Tony Wilson, Council President
Joseph Clark, Chairman