

ORDINANCE NO. 17-07

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XVII (STREETS, SIDEWALKS AND SANITATION) OF THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY AS THEY PERTAIN TO CONCRETE

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.

17-2.2 General Requirements.

a. No removal, destruction, construction, reconstruction, repair or alteration of any sidewalk, concrete flat work, curb or driveway or any landscaping such as pavers, within the City of Ocean City shall be undertaken or performed without a municipal permit first being issued by the City Engineer or his designee, pursuant to the construction specifications hereinafter established.

b. Whenever any sidewalk concrete flat work, curb or driveway construction, reconstruction, repair or alteration shall be undertaken within the City of Ocean City, the owner shall be responsible to safeguard the site until the concrete is set and cured so as to prevent the concrete from being defaced, injured or damaged.

c. In the event sidewalk, concrete flat work, curb or driveway is defaced, injured or damaged before it is set and cured, the owner shall replace the defaced, injured or damaged concrete within fourteen (14) days of the damage.

d. In the event the owner of any lot shall refuse to comply with Section 17-2.2(b) and (c), above, the Code Official shall cause the sidewalk or curb to be repaired or replaced by the City of Ocean City. The cost to repair or replace the defaced, injured or damaged concrete shall be a municipal lien against the real property upon which such cost was incurred. A detailed statement of the aforesaid costs and the amount so due shall be filed with the City Clerk in triplicate. The City Clerk shall retain one copy, file one copy with the Tax Collector, and forward the third copy to the owner by regular and certified mail. Immediately following the expiration of sixty days from the mailing of the statement to the owner, the lien shall be due and payable and any part remaining unpaid following a period of ninety (90) days from said mailing shall be delinquent. Said unpaid balance shall bear interest from and after the date of delinquency at the same rate established for interest on unpaid taxes in this municipality. The Tax Collector is authorized and directed to enforce the lien by a sale of the land in manner provided by law at the earliest date permitted by law.

SECTION 2.

All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SECTION 3.

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 4.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#1

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY
CONTRACT #17-03, EMERGENCY MEDICAL BILLING SERVICES
FOR THE CITY OF OCEAN CITY

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 #17-03, Emergency Medical Billing Service for the City of Ocean City.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April19, 2017 with the bid opening scheduled on Tuesday, May 9, 2017 and an anticipated date of award on Thursday, May 11, 2017.

Files: RAU 17-03 Emergency Medical Billing.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

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Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#2

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY
CONTRACT #17-22, SUPPLY & DELIVERY OF STAINLESS STEEL SCREWS

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 #17-22, Supply & Delivery of Stainless Steel Screws.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 19, 2017 with the bid opening scheduled on Tuesday, May 16, 2017 and an anticipated date of award on Thursday, May 23, 2017.

Files: RAU 17-22 Stainless Steel Screw.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

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Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#3

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY
CONTRACT #17-47, ACQUISITION & INSTALLATION OF KENTUCKY BLUEGRASS

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 #17-47, Acquisition & Installation of Kentucky Bluegrass.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 19, 2017 with the bid opening scheduled on Tuesday, May 9, 2017 and an anticipated date of award on Tuesday, May 23, 2017.

Files: RAU 17-47 Acquisition & Installation of Kentucky Bluegrass.doc

Offered by 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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

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Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#4

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY
AND ADP, LLC FOR THE 2017 PAYROLL & HUMAN RESOURCE SOFTWARE CONTRACT
FOR THE DEPARTMENT OF FINANCIAL MANAGEMENT & THE DEPARTMENT OF
ADMINISTRATION, HUMAN RESOURCES DIVISION**

WHEREAS, the City of Ocean City has a need to maintain the computerized administration of the human resources and payroll systems for use at by the Department of Financial Management & Department of Administration, Human Resources Division; and

WHEREAS, ADP, LLC has supplied and maintained the computerized software programs for payroll processing, payroll and human resources systems for many years and have the necessary experience to maintain and supply quality products; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have & maintain computerized payroll processing, payroll and human resources software systems; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing the value of the contract will exceed \$17,500.00; and

WHEREAS, ADP, LLC have provided system upgrades and maintenance on a regular basis in the past for the City of Ocean City; and

WHEREAS, a contract with ADP, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, Benjamin Hurst, Director of IT; Frank Donato III, Director of Financial Management; James A. Mallon, Business Administrator; Elizabeth M. Woods, Director of Human Resources; Darleen H. Korup, Purchasing Assistant; Allison Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that **ADP, LLC, 1125 Virginia Drive, Fort Washington, PA 19034** be awarded an alternative non-advertised method of award contract for the 2016 computerized payroll processing, payroll and human resource software maintenance agreement for the Department of Financial Management & the Department of Administration, Human Resources Division as determined by the needs of the City of Ocean City; and

WHEREAS, the anticipated term of this contract is one (1) calendar year; and

WHEREAS, ADP, LLC has completed and submitted a Business Registration Certificate (BRC), a Business Entity Disclosure Certification and Sworn Statement By Professional Services Provider which certifies that ADP, LLC has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one year period, and that the contract will prohibit ADP, LLC from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City may enter into an alternative non-advertised method of award contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative method contract with ADP, LLC be awarded as follows:

1. 2017 Payroll Processing, Payroll & Human Resource Software Maintenance Agreements Rates:

SERVICE

		<u>PEPP</u> (per employee per pay period)
Payroll	1-50 employees	\$ 5.23
	51-999 employees	\$ 2.78
Administration Fee:		<u>Monthly</u>
GTL Automated Calculation		\$ 16.65
Delivery Fee		\$ 23.20

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

ADP, LLC (Continued)

SERVICE (Continued)

Administration Fee:	<u>Monthly</u>
W-9	\$ 6.55
General Ledger Interface	<u>PEPP</u> (per employee per period) \$ 0.34
Enhanced Time & Attendance	<u>PEPM</u> (per employee per month) \$ 6.10
Enhanced Attendance	\$ 0.61
Recruitment/Onboarding	\$ 0.73

2. 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
3. A copy of the Business Entity Certification, the Determination of Value and the Business Registration Certificate will be on file with the Purchasing Division.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract agreement with ADP, LLC, 1125 Virginia Drive, Fort Washington, PA 19034 as listed and in accordance with this resolution.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2017 Local Municipal Budget and shall be charged to Operating Account No's. upon issuance of the Purchase Orders.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17 Non-Advertised Contract ADP LLC.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

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Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#5

**AUTHORIZING THE AWARD OF A CONTRACT TO INNOVATIVE
LEADERSHIP OF DELWARE VALLEY, LLC FOR HR ASSESSMENTS, CONSULTATION,
TRAINING & COACHING FOR THE DEPARTMENT OF ADMINISTRATION**

WHEREAS, the City of Ocean City has a need for training, assessments and performance improvement sessions for City personnel; and

WHEREAS, it is determined in the best interest for the City of Ocean City to have a proven professional teach performance improvement and perform assessments to enhance the City's workforce performance, productivity and business goals; and

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

WHEREAS, Innovative Leadership of Delaware Valley, LLC has performed these services in the past for the City of Ocean City; and

WHEREAS, James A. Mallon, Business Administrator; Elizabeth M. Woods, Director of Human Resources; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the submitted proposal for the training, assessments and performance improvement sessions for the City of Ocean City and recommend that Innovative Leadership of Delaware Valley, LLC, 293 S. Shore Road, Marmora, NJ 08223 be awarded an alternative non-advertised method contract for personnel assessment, training and performance improvement to enhance the City's workforce; and

WHEREAS, Innovative Leadership of Delaware Valley, LLC has submitted a Business Entity Disclosure Certification which certifies that Innovative Leadership of Delaware Valley, LLC has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one (1) year period, and that the contract will prohibit Innovative Leadership of Delaware Valley, LLC from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City may enter into an alternative non-advertised method contract pursuant to the provisions of N.J.S.A.19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised method contract with **Innovative Leadership of Delaware Valley, LLC, 293 S. Shore Road, Marmora, NJ 08223** be awarded as follows:

1. Provide service for HR to include personnel assessments, training and performance improvement sessions for the City of Ocean City for the calendar year 2017.

Expended to Date..... \$ 5,035.00

Total to Date \$ **5,035.00**


2. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Innovative Leadership of Delaware Valley, LLC has been submitted and shall be placed on file in the City's Purchasing Division Office.
3. 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.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Purchasing Manager is authorized to execute a purchase order with Innovative Leadership of Delaware Valley, LLC, 293 S. Shore Road, Marmora, NJ 08223 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate accounts as Purchase Orders are issued.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17 Purchase Non-Advertised Contract Innovative Leadership of DV.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#6

AUTHORIZING THE AWARD OF CITY CONTRACT #17-35,
RESIDENTIAL AND NON-RESIDENTIAL MATERIAL REUSE/DISPOSAL

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 8, 2017, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation to Bid was distributed to eight (8) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #15-35, Residential and Non-Residential Material Reuse/Disposal on Tuesday, April 4, 2017 and one (1) bid proposal was received per attached Summary of Bid Proposals; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; James V. Mallon, Business Administrator; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the remaining bid proposal and recommend that City Contract #15-35, Residential and Non-Residential Material Reuse/Disposal be awarded to Mount Construction Company, Inc. the remaining lowest responsible bidder; 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 Manager shall issue a Purchase Order for those items. No items shall be issued without first obtaining a Purchase Order for said items; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that portions of City Contract #15-35, Residential and Non-Residential Material Reuse/Disposal be and is hereby awarded to the following lowest responsible bidder:

Mount Construction Company, Inc.
427 S. White Horse Pike
Berlin, NJ 08009

Item	Description	Max. Daily Quantity	Unit Payment (+) or Cost (-)
1.	0 - 25,000 c.y.	500 c.y./day	(\$ 20.00 c.y./day)
2.	25,001 - 50,000 c.y.	500 c.y./day	(\$ 20.00 c.y./day)
3.	50,001 - 100,000 c.y.	500 c.y./day	(\$ 20.00 c.y./day)

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Mount Construction Company, Inc. for City Contract #15-35, Residential and Non-Residential Material Reuse/Disposal as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55- 301-101 as the purchase orders are issued.

CERTIFICATION OF FUNDS


Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

FILES: RAW 17-35 Residential Material Reuse-Disposal.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

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Melissa G. Bovera, City Clerk



April 9, 2017

To: James Mallon
Joseph Clark

From: Robert Korkuch PE *RK*

RE: Bid Award Recommendation
City Contract No. 17-35
Ocean City Dredge Material Disposal
(Dredge Material Reuse)

As you are aware, Ocean City accepted additional bids for Dredge Material Disposal on April 4, 2017. The intent of the bidding is to identify multiple potential facilities which could accept dredge materials from Ocean City at sufficient capacity to meet anticipated dredge material supply. One (1) bid was received in response to the City's bid solicitation for the referenced contract.

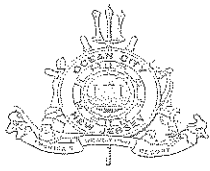
Mount Construction Company, Inc. submitted a valid bid and specified that it could accept up to 500 cubic yards per day of material meeting residential environmental standards with a total acceptance capacity of 175,000 cubic yards. Mount did not provide a bid for the dredge material which met the non-residential environmental standard.

Subject to acceptable legal and administrative review by the City a supply and services contract award to Mount Construction Company, Inc. is recommended for potential use by the City.

It is anticipated that Ocean City will have a greater dredge material disposal/reuse rate than can be received by the bidders to date and therefore future requests to solicit for material disposal will be made to the City when other potential facilities become available.

Please contact me with any questions.

C: D. Korup, E. Rosina, R. Mohan, A. Hansen



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION

SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, April 4, 2017 @ 2:00 PM, EDT

CITY CONTRACT #: 17-35

PROPOSAL NAME: Residential and Non-Residential Material Reuse/Disposal

NAME, ADDRESS & BID OF EACH BIDDER	Mount Construction Co., Inc.								
	427 S. White Horse Pike								
	Berlin, NJ 08009								
	Contact: Michael Mazzarella, I/P of Business Development			Contact:			Contact:		
	Phone: 856-768-8493			Phone:			Phone:		
KEY: Apparent Low Bidder	Fax: 856-753-1453			Fax:			Fax:		
	E-mail: dusher@mountconstruction.com			E-mail:			E-mail:		
Quantity of Dredge Material	Max. Daily Quantity	Unit Payment (+) or Cost (-)	Total	Max. Daily Quantity	Unit Payment (+) or Cost (-)	Total	Max. Daily Quantity	Unit Payment (+) or Cost (-)	Total
0 - 25,000 c.y.	500 c.y. / day	-\$20.00 c.y. / day	\$10,000.00	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
25,001 - 50,000 c.y.	500 c.y. / day	-\$20.00 c.y. / day	\$10,000.00	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
50,001 - 100,000 c.y.	500 c.y. / day	-\$20.00 c.y. / day	\$10,000.00	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
100,001 - 200,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
200,001 - 300,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
300,001 - 400,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
400,001 - 500,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
Address where bidder will receive dredge materials:				849 Route 539, New Egypt, NJ 08533					
Municipality, Block & Lot where bidder will receive dredge materials:				Municipality: Plumstead; Block : 4 Lot : 80					
Quantity of Dredge Material	Max. Daily Quantity	Unit Payment (+) or Cost (-)	Total	Max. Daily Quantity	Unit Payment (+) or Cost (-)	Total	Max. Daily Quantity	Unit Payment (+) or Cost (-)	Total
0 - 25,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
25,001 - 50,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
50,001 - 100,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
100,001 - 200,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
200,001 - 300,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
300,001 - 400,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
400,001 - 500,000 c.y.	N.A. c.y. / day	\$ N/A c.y. / day	\$ N/A	c.y. / day	\$ c.y. / day	\$	c.y. / day	\$ c.y. / day	\$
Address where bidder will receive dredge materials:				N/A					
Municipality, Block & Lot where bidder will receive dredge materials:				N/A					
REQUIRED INFORMATION									
Required Number of Copies (2):	Y/N	Yes		Y/N			Y/N		
Bid Deposit/Bond:	Y/N	Yes		Y/N			Y/N		
Consent of Surety:	Y/N	Yes		Y/N			Y/N		
Buy American Certification	Y/N	Yes		Y/N			Y/N		
Right-to-Extend - Time for Award:	Y/N	Yes		Y/N			Y/N		
Statement of Ownership Disclosure	Y/N	Yes		Y/N			Y/N		
Non-Collusion Affidavit:	Y/N	Yes		Y/N			Y/N		
Mandatory Equal Employment Opportunity Language:	Y/N	Yes		Y/N			Y/N		
NJ Affirmative Action Regulation Compliance Notice:	Y/N	Yes		Y/N			Y/N		
Required Subcontractors Listing:	Y/N	None		Y/N			Y/N		
Acknowledge of Receipt of Addenda:	Y/N	None		Y/N	None		Y/N	None	
Disclosure of Investment Activities in Iran Statement-Two Part Form:	Y/N	Yes		Y/N			Y/N		
NJ Business Registration Certificate (BRC):	Y/N	Yes		Y/N			Y/N		
NJ Business Registration Certificate for Subcontractors (BRC):	Y/N	None		Y/N			Y/N		
NJ Public Works Contractors Registration Act Certificate:	Y/N	Yes		Y/N			Y/N		
NJ Public Works Contractors Registration Act Certificate for Subcontractors:	Y/N	None		Y/N			Y/N		
Statement of Authority:	Y/N	Yes		Y/N			Y/N		
W-9:	Y/N	Yes		Y/N			Y/N		

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#7

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
NORIX GROUP, INC. FOR FURNITURE FOR THE SLEEPING QUARTER'S
AT THE 29TH STREET FIRE STATION #2**

WHEREAS, the City of Ocean City is in the final construction phase of rebuilding the 29th Street Firehouse, Station #2, and needs to replace damaged aged furnishings for use by station personnel; and

WHEREAS, it was determined in the best interest for the City of Ocean City to replace the outdated and aged furnishing in the sleeping quarters of the 29th Street Fire Station #2; and

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

WHEREAS, Norix Group, Inc. has developed, supplied and maintained furnishing for heavy use and emergency response personnel; and

WHEREAS, Chief James P. Smith, Director of Fire & Rescue Services; Vito DeMarco, Deputy Chief Fire & Rescue Services; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the submitted proposal for the furnishings for the sleeping quarters at the 29th Street Fire Station #2, and recommends that **Norix Group, Inc., 1800 W. Hawthorne Lane, Suite N, West Chicago, IL 60185** be awarded an alternative non-advertised method contract for the supply of furnishing for the sleeping quarters at the 29th Street Fire Station #2; and

WHEREAS, Norix Group, Inc. has submitted a Business Entity Disclosure Certification which certifies that Norix Group, Inc. has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one (1) year period, and that the contract will prohibit Norix Group, Inc. from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City may enter into an alternative non-advertised method contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised method contract with Norix Group, Inc be awarded as follows:

1. Supply & Delivery of five (5) sets including hardware of beds, headboards, lockers, wardrobes, nightstands and chests for the sleeping quarters at the 29th Street Fire Station #2 and maintenance/service as needed by the Department of Fire & Rescue Services or the ongoing needs of the City of Ocean City for the calendar year 2017.

Expended to Date.....	\$	0.00
Requisition Awaiting Approval.....	\$	<u>20,983.16</u>

Total to Date \$ 20,983.16

2. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Norix Group, Inc has been submitted and shall be placed on file in the City's Purchasing Division Office.
3. 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.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Purchasing Manager is authorized to execute a purchase order with Norix Group, Inc., 1800 W. Hawthorne Lane, Suite N, West Chicago, IL 60185 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the Capital Account #C-04-55-301-303 when the Purchase Order is issued, any additional requisitions shall receive the appropriate account as needed.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW 17 Non-Advertised Contract Norix – 29th St Firehouse.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk



FURNITURE

Extraordinary by Design

Norix Group, Inc


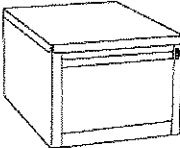
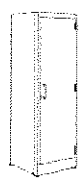
1800 W. Hawthorne Lane Suite N - West Chicago, IL 60185-
Phone: 630-231-1331 - Fax: 630-231-4343 - Email: furniture@norix.com

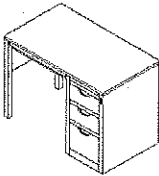
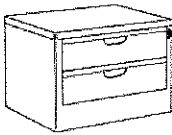
QUOTE

To: Deputy Chief Vito DiMarco
Ocean City Fire Department
2901 West Ave
Ocean City, NJ 08226
Phone: 609-525-9187 Ext.
Fax:
Email: VDiMarco@OCNJ.US
Re: Ocean City Fire Department

Date	Quote #
3/28/2017	NJ0317150B

Terms	Quoted By	Ship Via
Subject to Credit Approval	Jan Overstreet	Custom

Qty	Item ID Item Name / Description	Unit Net Price	Ext. Price
5	TNT1611-0003 Bed, Titan, 75" x 36", Frame Style, Steel Deck Khaki _____ Black _____ GSA Schedule GS-27F-0037X	\$493.37	\$2,466.85
			
5	TNT0600-BL1 Headboard Kit, Titan, Beds, Hardware- Black, Laminate-Wild Cherry Titan Headboard for 36x80 Frame GSA Schedule GS-27F-0037X	\$80.34	\$401.70
5	TNT7116 Titan Drawer Locker Size: 24"W x 31-7/16"D x 18-1/8"H Wild Cherry Laminate Drawer Front Color Selection: ____ Khaki ____ Ebony Open Market	\$326.25	\$1,631.25
			
15	TNT8101-K Titan Single Wardrobe-3 Point Latch Dimensions: 24"W x 24"L x 78"H Hinge on Right ____ or Left ____ Cherry Laminate Door Front Color: Khaki _____ Black _____ GSA Schedule GS-27F-0037X	\$748.26	\$11,223.90
			

Qty	Item ID Item Name / Description	Unit Net Price	Ext. Price
1	TNT2129 Titan 2-Drawer Nightstand Dimensions: 20"W x 20"D x 25"H Padlock hasps, non-removable drawers Wild Cherry Laminate Top and Drawer Fronts Color: ___ Khaki ___ Black	\$342.38	\$342.38
	GSA Schedule GS-27F-0037X		
1	TNT6132 Desk, Titan, 42",Right Side Pedestal Lock/non-removable Drawers, Cherry Laminate Top and Drawer Fronts ___ Khaki ___ Ebony	\$679.58	\$679.58
	GSA Schedule GS-27F-0037X 		
5	TNT7126 Titan 2-Drawer Chest Dimensions: 30"W x 24"D x 18-5/16"H Padlock hasps, non-removable drawers Wild Cherry Laminate Drawer Fronts and Steel Top Color: ___ Khaki ___ Black	\$337.50	\$1,687.50
	Open Market 		
Shipping and Handling: Standard dock delivery to Ocean City, NJ			\$2,550.00
Attention: Freight includes Shipping and Handling charges for common carrier with standard dock delivery and requires the use of your personnel and equipment for unloading. If you require 24 hour notification, exact day delivery, unloading assistance, inside delivery, or special assistance, please contact Norix before the scheduled shipment date as there will be additional charges.			
TOTAL			\$20,983.16

Does not include applicable taxes.

Lead-time: 9 weeks ARO, or sooner.

Your Local Representative: MidAtlantic Plus LLC, David MacKinnon, 856-232-0030, Dave@IntensiveUseFurniture.com

This Quotation is valid for 30 days and subject to the Standard Terms and Conditions stated in the Norix Group Price List.

Thank you for allowing Norix the privilege of quoting your requirements.

Ship To: _____ Accepted By: _____

Address: _____ P.O. Number: _____

_____ Tax Exempt? (please circle) Yes or No

Contact: _____ Tax Exempt #: _____

Phone: _____ Requested Delivery Date: _____

Bill To (if different from above): _____

Address: _____

Contact: _____

Phone: _____

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#8

**AUTHORIZING CHANGE ORDER #1, FINAL ACCEPTANCE & FINAL PAYMENT OF
CITY CONTRACT #13-53, LIBRARY ROOF RESTORATION**

WHEREAS, Specifications were authorized for advertisement by Resolution #14-50-138 on Thursday, June 26, 2014 for City Contract #13-53, Library Roof Restoration; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, July 2, 2014, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation to Bid was distributed to two (2) prospective bidder(s) for City Contract #13-53, Library Roof Restoration; and

WHEREAS, bid proposals were opened for City Contract #13-53, Library Roof Restoration on Tuesday, August 14, 2014 and two (2) bid proposals were received; and

WHEREAS, Lamont H. Czar, P.E. and Brian S. Meyers, Czar Engineering, LLC; Roger D. McLarnon, P.E., P.P., C.M.E., C.F.M., C.P.W.M., Director of Community Operations; Roger Rinck, Manager Specialist; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant; Janice L. Mruz, Principal Clerk and Joseph S. Clark, QPA, City Purchasing Manager reviewed the bid proposals and specifications and recommended that the contract be awarded to D. A. Nolt, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #13-53, Library Roof Restoration on August 28, 2014 by Resolution #14-50-195 to D.A. Nolt, Inc., 53 Cross Keys Road, Berlin NJ 08009 in the amount of \$425,315.00; and

WHEREAS, Lamont H. Czar, P.E, Czar Engineering, LLC; Arthur Chew, P.E., Assistant City Engineer; Marcia R. Chew, Senior Accountant; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manger have reviewed and certified that all 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 #13-53, Library Roof Restoration is correct as follows:

Change Order #1

Decreases

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Reductions				
1.1.	Offer			
	B. (+) Owner's Contingency Allowance	Lump Sum	(\$ 14,020.05)	(\$ 14,020.05)
Total Amount of Decreases-Reductions for Change Order #1				(\$ 14,020.05)
Total Amount of Change Order #1 to City Contract #13-53, Library Roof Restoration...				(\$ 14,020.05)
Total Amount of City Contract #13-53, Library Roof Restoration				
Including Change Order #1.....				\$ 411,294.95

WHEREAS, the new adjusted contract cost including Change Order #1 is \$411,294.95 which represents a net decrease to the original contract of \$14,020.05 a 3.30 (%) percent decrease in the total for City Contract #13-53, Library Roof Restoration; 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, NJ that it authorizes Change Order #1, Final Acceptance and Final Payment of City Contract #13-53, Library Roof Restoration (PO #14-02338); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 and final payment of City Contract #13-53, Library Roof Restoration, issued to D.A. Nolt, Inc., 53 Cross Keys Road, Berlin, NJ 08009 in the amount of \$31,931.86 to be charged to Operating Account #6-01-55-901-301 (PO#14-02338 Balance).

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#1FAFP 13-53 Library Roof Restoration.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk

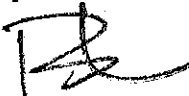
CZAR Engineering, L.L.C.

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

MEMO

DATE: March 5, 2017

TO: Mr. Roger Rinck,
Manager of Engineering and Construction
City of Ocean City

FROM: Brian S. Meyers 

RE: Library Roof Renovation
City Contract No. 13-53
Simpson Avenue and 18th Street
Ocean City, New Jersey
**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 in the amount of \$31,931.86 is certified as the "Final Payment".

As noted in the following summary, close out will require the City to issue a negative change order to D.A. Nolt, Inc. for the contract balance.

Therefore, the final contract accounting is as follows:

ORIGINAL CONTRACT AMOUNT	\$425,315.00
TOTAL CHANGES	(\$14,020.05)
TOTAL ADJUSTED CONTRACT AMOUNT	<u>\$411,294.96</u>
CHANGE ORDER AMOUNT	<u>(\$14,020.05)</u>

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 of 2 PAGES

TO (OWNER): The City of Ocean City
861 Asbury Avenue
City Hall, Room 203
Ocean City, New Jersey 08226-3642

PROJECT: Library Roof Renovation
City Contract No. 13-53
Simpson Avenue and 18th St.
Ocean City, NJ 08226

APPLICATION NO: 5
PERIOD TO: February 10, 2017

Distribution to:
Owner
X Architect
Contractor

FROM (CONTRACTOR): D.A. Nolt, Inc.
53 Cross Keys Road
Berlin, NJ 08009

ARCHITECT: Czar Engineering
5014 Fernwood Avenue
Egg Harbor Twp., NJ 08234

CONTRACT DATE: August 28, 2014

CITY CONTRACT NO.: 13-53

CONTRACT FOR: Roof Restoration

P.O. NO.: 14-02338

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM..... \$ 425,315.00 ✓
2. Net Change by Change Orders..... \$ (14,020.05)
3. CONTRACT SUM TO DATE (Line 1 + - 2)..... \$ 411,294.95 ✓
4. TOTAL COMPLETED & STORED TO DATE..... \$ 411,294.95 ✓
(Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work \$ 0.00
(Column D+E on G703)
 - b. % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Line 5a + 5b or
Total in Column 1 of G703)..... \$ 0.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 411,294.95 ✓
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR..... \$ 379,363.09 ✓
PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE..... \$ 31,931.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$ 0.00
(Line 3 less Line 8)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		0.00	0.00
Total approved this Month		0.00	(14,020.05)
TOTALS		0.00	(14,020.05)
NET CHANGES by Change Orders		(14,020.05)	

The undersigned Contractor certified that to the best of the contractor's knowledge, information and belief that Work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D.A. Nolt, Inc.

By:  Date: February 10, 2017

State of: NEW JERSEY
County of: BURLINGTON
Subscribed and sworn to before me this 10th day of February, 2017

Notary Public: Sandra A. Nolt
My Commission expires: 1/29/2022
SANDRA ANN NOLT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/29/2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified..... \$ 31,931.86
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect: CZAR ENGINEERING
By:  Date: 03.05.17

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payments are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, the amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for the line items may apply.

APPLICATION NUMBER: 5

APPLICATION DATE: February 10, 2017

PERIOD TO: February 10, 2017

CITY CONTRACT NO.: 13-53

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Bonds & Insurance	\$14,886.00	\$14,886.00	\$0.00		\$14,886.00	100%	\$0.00	\$0.00
2	Submittals	\$5,000.00	\$4,500.00	\$500.00		\$5,000.00	100%	\$0.00	\$0.00
3	Mobilization	\$21,265.00	\$21,265.00	\$0.00		\$21,265.00	100%	\$0.00	\$0.00
4	Roof Restoration Materials	\$106,015.00	\$106,015.00	\$0.00		\$106,015.00	100%	\$0.00	\$0.00
5	Roof Restoration Labor	\$133,461.00	\$133,461.00	\$0.00		\$133,461.00	100%	\$0.00	\$0.00
6	Roof Drain & Piping Materials	\$10,384.00	\$10,384.00	\$0.00		\$10,384.00	100%	\$0.00	\$0.00
7	Roof Drain & Piping Labor	\$3,750.00	\$3,750.00	\$0.00		\$3,750.00	100%	\$0.00	\$0.00
8	Wall Panel System Materials	\$25,700.00	\$25,700.00	\$0.00		\$25,700.00	100%	\$0.00	\$0.00
9	Wall Panel System Labor	\$24,854.00	\$24,854.00	\$0.00		\$24,854.00	100%	\$0.00	\$0.00
10	Skylight Repair Materials	\$35,000.00	\$35,000.00	\$0.00		\$35,000.00	100%	\$0.00	\$0.00
11	Skylight Repair Labor	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$0.00
12	Allowance	\$40,000.00	\$14,514.57	\$25,485.43		\$40,000.00	100%	\$0.00	\$0.00
13	Unused Portion of Allowance	(\$14,020.05)	\$0.00	(\$14,020.05)		(\$14,020.05)	100%	\$0.00	\$0.00
	TOTAL	\$411,294.95	\$399,329.57	\$11,965.38		\$411,294.95		\$0.00	\$0.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#9

**AUTHORIZING CHANGE ORDER #3, FINAL ACCEPTANCE AND FINAL PAYMENT OF CITY
CONTRACT #15-20, MATERIAL REMOVAL FROM CONFINED DISPOSAL FACILITY #83**

WHEREAS, specifications were authorized for advertisement by Resolution No. 15-51-007 on January 8, 2015 for City Contract #15-20, Material Removal from Confined Disposal Facility #83; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 14, 2015, the Notice to Bidders was posted on the City of Ocean City's website, www.ocnj.us and the bid proposals were distributed to eleven (11) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #15-20, Material Removal from Confined Disposal Facility #83 on Tuesday, February 12, 2015 and four (4) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, 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; Mathew von der Hayden, Manager of Capital Planning; Dorothy F. McCrosson, Esq., City Solicitor; Darleen H. Korup, Purchasing Assistant; Janice L. Mruz, Principal Clerk and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that the contract be awarded to Wickberg Marine Contracting, Inc., lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #15-20, Material Removal from Confined Disposal Facility #83 on February 26, 2015 by Resolution #15-51-061 to **Wickberg Marine Contracting, Inc., 610 Main Street, Belford, NJ 07718** in the amount of \$2,689,000.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #15-20, Material Removal from Confined Disposal Facility #83 on April 9, 2015 by Resolution #15-51-100 in the amount of \$600,000.00 for a total adjusted contract amount of \$3,289,000.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #15-20, Material Removal from Confined Disposal Facility #83 on May 28, 2015 by Resolution #15-51-138 in the amount of (\$600,000.00) for a total adjusted contract amount of \$2,689,000.00; and

WHEREAS, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; James V. Mallon, Business Administrator; Jason J. Sieira, Manager of Capital Planning; Marcia R. Chew, Senior Accountant; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all 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 Orders #3 for City Contract #15-20, Material Removal from Confined Disposal Facility #83 is correct as follows:

Change Order #3

Decreases

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Contract Value Deduction	1 Lump Sum	(\$ 465,745.00)	(\$ 465,745.00)
Total Amount of Decreases for Change Order #3.....				(\$ 465,745.00)
Total Amount of Change Order #3 to City Contract #15-20, Material Removal from Confined Disposal Facility #83				(\$ 465,745.00)
Total Amount of City Contract #15-20, Material Removal from Confined Disposal Facility #83 Including Change Order #3.....				\$ 2,223,255.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

WHEREAS, the new adjusted contract cost including Change Order #3 is \$2,223,255.00 a decrease to the original contract of 17.32 (%) percent decrease in the total for City Contract #15-20, Material Removal from Confined Disposal Facility #83; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #3, as listed in the amount of (\$465,745.00), Final Acceptance and Final Payment to City Contract #15-20, Material Removal from Confined Disposal Facility #83 (PO #15-00585); and

BE IT FURTHER RESOLVED that The Director of Financial Management is authorized to process Change Order #3 in the amount of (\$465,745.00) and final payment of City Contract #15-20, Material Removal from Confined Disposal Facility #83 (PO #15-00585) issued to Wickberg Marine Contracting, Inc., 610 Main Street, Belford, NJ 07718 in the amount of \$173,839.30 to be charged to Capital Account #C-04-55-293-010 (PO #15-00585 balance).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#3FAFP 115-20 Dredge Material Removal CDF#83.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk

March 15, 2017
Revised April 5, 2017

James V. Mallon
City of Ocean City
861 Asbury Avenue
Ocean City, New Jersey 08226

RE: Recommendation of Payment for Invoice No. 10 – Final Payment
CDF No. 83 Dredge Material Removal
City Contract No. 15-20
ACT Engineers Project No. 150709-02

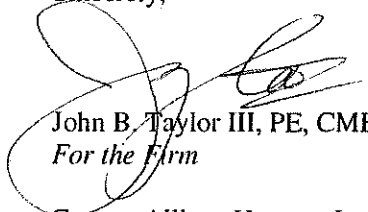
Dear Mr. Mallon:

Attached please find the final invoice requesting payment for work completed on the reference project through the end of the contract work. The first page of the attached documents is a contract modification which summarizes the actual cost of work (as compared with the contract value) and the costs for remediation, mitigation and 3 year monitoring of the result of the corrective measures required due to damage caused by the contractor to wetlands on and/or adjacent to the project area. That same document constitutes the contractor's acceptance of the final payment value indicated below and in the summary portion of the document.

We have reviewed the work during construction in accordance with requirements of the contract documents and find the work billed to be acceptable as presented. We recommend **payment of \$173,899.30**, which represents a payment in full for the work performed including retainage.

Please contact me with any questions.

Sincerely,



John B. Taylor III, PE, CME
For the Firm

C. Allison Hansen, Joe Clark, Matt von der Hayden (City of Ocean City)
Robert Korkuch, Eric Rosina, Travis Merritts (ACT-Anchor QEA)
Ted Faxon (Wickberg Marine Contracting)

CITY OF OCEAN CITY
CHANGE ORDER FINAL PAYMENT RECOMMENDATION
PROJECT: CONFINED DISPOSAL FACILITY #83 CONTRACT 15-20

CONTRACT MODIFICATION No. 3

DATE OF REQUEST: April 4, 2017

Base Contract Value: \$2,689,000.00

Total Previously Approved Change Orders \$0.00

TYPE OF REQUEST: *(X applicable box)*

Previous Contract Amount \$2,689,000.00

☐ Addition
☒ Deduction
☐ No Cost Change
☐ Time Extension

Total of Add./Deduct. This Change Order: -\$465,745.00 **

Contract Value if CO Approved: \$2,223,255.00

CONTRACT BEGIN (date): N/A

CONTRACT DURATION (days): N/A

CONTRACT END (date): N/A

TIME EXTENSION(days, if any): N/A

CONTRACT END (date, if changed): N/A

** Reflects final contract value resolution after construction value of
\$2,223,255.00 and \$43,060.00 costs for required future mitigation

(Approved by Owner)

(Accepted by Contractor)

John B. Taylor III, PE

(Prepared by Engineer)

OWNER NAME:

City of Ocean City

861 Asbury Avenue

City Hall - Room 203

Ocean City, NJ 08226-3642

CONTRACTOR NAME:

Wickberg Marine Contracting

610 Main Street

Belford, New Jersey 07718

ENGINEER NAME:

ACT Engineers, Inc.

1 Washington Boulevard, Suite 3

Robbinsville, NJ 08691

SUMMARY OF CHANGES TO THE WORK: This document reflects the final value of actual construction which value was lower than the contract cost minus the cost of mitigation, restoration and 3 years of monitoring for damages caused by the contractor to the wetlands adjacent to and in the project area. An email is attached which provides the explanation of the costs for the wetlands restoration/monitoring and the contractor's agreement to have those costs reimbursed during the settlement of the construction costs. Also attached is a copy of Progress Payment #10 Final from Wickberg Marine Contracting which provides the values of Previous Payments, Total Completed and Retainage Held to Date.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#10

AUTHORIZING A 2017 SUMMER SEASON LEASE AGREEMENT BETWEEN
THE CITY OF OCEAN CITY & THE FLAGSHIP CONDOMINIUM ASSOCIATION
FOR THE USE OF A PARKING OFFICE FACILITY & A RIGHT OF WAY TO CONNECT THE
ADJACENT MUNICIPAL PARKING LOTS

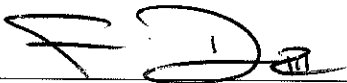
WHEREAS, the City of Ocean City currently operates six (6) surface parking lots throughout the City of Ocean City; and

WHEREAS, two (2) of the parking lots are situated between the Flagship Condominium located at 831 Atlantic Avenue, Ocean City, NJ 08226; and

WHEREAS, the Division of Revenue Collection and Parking Regulations has determined the need to have an office/bathroom facility as well as a walk through right-of-way between the two (2) municipal owned lots bordering Atlantic Avenue; and

WHEREAS, the Flagship Condominium Association and Todd Dwyer, Manager of Revenue Collection and Parking Regulations have agreed that for the utilization of the 15' x 15' office area with a 5' x 6' bathroom facility and the right-a-way over the existing parking lot located on the East side of the building, which shall allow for the connection the two adjacent (2) municipally owned parking lots. The Flagship Condominium Association is hereby permitted to utilize six (6) "reserved" parking spaces in the Atlantic Avenue Lot (Commonly known as Charlie Lot) for the summer season of 2017; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and the City Purchasing Manager are authorized to execute a lease agreement for the 2017 summer season (April 15, 2017 – October 8, 2017) with the Flagship Condominium Association as outlined above and indicated in the attached contractual agreement.



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

File: RLA 2017 Flagship Condo Assoc Lease Agreement.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#11

AUTHORIZING THE CITY'S PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) NATIONAL COOPERATIVE PURCHASING PROGRAM FOR CONTRACT # 120716-NAF, PASSENGER CARS & LIGHT/MEDIUM/HEAVY DUTY TRUCKS WITH NATIONAL AUTO FLEET GROUP

WHEREAS, the City of Ocean City is allowed to participate in national purchasing cooperative per N.J.S.A. 52:34-6.2 (b) P.L. 2011, c.139 which was enacted into law permitting agencies to utilize national purchasing cooperatives; and

WHEREAS, the National Joint Powers Alliance (NJPA) National Cooperative Purchasing Program has acted as lead agency and awarded Contract #120716-NAF, Passenger Cars & Light/Medium/Heavy Duty Trucks; and

WHEREAS, one (1) truck has been determined to be beyond its useful life with the City and require replacement at this time; and

WHEREAS, the City's Department of Fire & Rescue Services has a need for a Chevrolet Silverado 2500HD Pickup Truck to be utilized by Fire & Rescue Services personnel for daily operations; and

WHEREAS, Chief James P. Smith, Director of Fire & Rescue Services; Vito DiMarco, Deputy Chief Department of Fire & Rescue Services; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the contract from National Joint Power Alliance (NJPA) Contract #120826-NAF, Passenger Cars & Light/Medium/Heavy Duty Trucks and determined that the acquisition of one (1) Chevrolet Silverado 2500HD Pickup Truck is the functional economic solution for the Department of Fire & Rescue Services; and

WHEREAS, it is recommended that the City Council approve the acquisition of one (1) Chevrolet Silverado 2500HD Pickup Truck for the Department of Fire & Rescue Services for use throughout the City from National Auto Fleet Group; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that one (1) Chevrolet Silverado 2500HD Pickup Truck be purchased from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076, in accordance with the NJPA Contract #120826-NAF, Passenger Cars & Light/Medium/Heavy Duty Trucks as follows:

National Auto Fleet Group 490 Auto Center Drive Watsonville, CA 95076
--

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Department of Fire & Rescue Services				
1.	Model Year 2017 or Newer, Chevrolet Silverado 2500HD, 4WD Crew Cab 153.7" Standard Bed Keys & Service Manuals	1 each	\$ 34,247.76	<u>\$ 34,247.76</u>
Total Amount of National Auto Fleet Group for the Department of Fire & Rescue Services				\$ 34,247.76
Total Amount of NJPA #120716-NAF, Passenger Cars & Light/Medium/Heavy Duty Trucks to National Auto Fleet Group – One (1) 2017 Chevrolet Silverado 2500HD Pickup Truck...				\$ 34,247.76

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey authorizes the acquisition of one (1) model year 2017 or newer Chevrolet Silverado 2500HD, 4WD Crew Cab 153.7" Standard Bed Pickup Trucks for use by the Department of Fire & Rescue for daily operations, be purchased from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 in the total amount of \$34,247.76 and that the City Purchasing Manager is authorized to issue a purchase order (PO) for said vehicles upon compliance with Local Finance Notice 2012-14 and in accordance with the terms of the National Joint Power Alliance (NJPA) National Cooperative Purchasing Program Contract for Public Safety, Vehicles, Fire Trucks & Equipment, Contract #102811-NAF.

The Director of Financial Management certifies that funds are contingent upon the compliance with Local Finance Notice 2012-14 and shall be charged to the following Capital Account #C-04-55-301-506.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

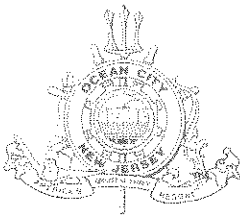
Files: Res NJPA 1 2017 Silverado 2500HD Fire.doc

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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FIRE & RESCUE SERVICES

TO: J. Clark, Purchasing Agent

FROM: Vito DiMarco, Admin Deputy Chief

SUBJECT: OCFD 2017 Chevrolet Silverado

DATE: 03/24/2017

SIR,

In 2017 Capital money was budgeted for the OCFD to purchase a new water rescue vehicle. We are now requesting approval to purchase that vehicle. We have used the National Joint Powers Alliance to locate a suitable vehicle for this purchase. It is a 2017 Chevrolet Silverado 2500HD 4WD Crew Cab Work Truck. Once the new water rescue vehicle goes into service the current SUV will be utilized in another capacity within our department.

If you have any questions please let me know.

Respectfully,

DC Vito DiMarco

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#12

APPOINTING JASON J. SIEIRA AS THE MUNICIPAL HOUSING LIAISON

WHEREAS, the Governing Body of the City of Ocean City petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on December 29, 2008; and

WHEREAS, the City of Ocean City's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1, et. seq. the City of Ocean City is required to appoint a Municipal Housing Liaison for the administration of the City of Ocean City's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1, et. seq.; and

WHEREAS, Chapter 25, Section 2100 of the Revised General Ordinances entitled "Municipal Housing Liaison" provides for the appointment of a Municipal Housing Liaison to administer the City of Ocean City's affordable housing program; and

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Ocean City in the County of Cape May, and the State of New Jersey that Jason J. Sieira is hereby appointed by the Governing Body of the City of Ocean City as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Sections 25-2100 of the Revised General Ordinances of the City of Ocean City.

Peter V. Madden
Council 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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#13

AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF OCEAN CITY
AND THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR A PORTION
OF BLOCK 4405, LOT 1 AND BLOCK 4406, LOT 2 IN THE CITY OF OCEAN CITY, COUNTY OF
CAPE MAY, STATE OF NEW JERSEY

WHEREAS, the City of Ocean City is desirous of entering into a lease agreement with the Cape May County Municipal Utilities Authority "CMCMUA/Authority", P. O. Box 610, Cape May Court House, New Jersey 08210 for a portion of Block 4405, Lot 1 and Block 4406, Lot 2 which contains the dog park; and

WHEREAS, the Cape May County Municipal Utilities Authority is the owner of certain real property, currently designated as the Cape May County Dog Park in Ocean City and has the exclusive right to Lease to the City of Ocean City certain space which is a portion of Block 4405, Lot 1 and Block 4406, Lot; and

WHEREAS, the term of the lease shall be for a period of fifteen (15) years, beginning on September 1, 2016 and ending on August 31, 2031 unless Landlord or the Tenant makes notification in writing sixty (60) days prior to the expiration of any annual expiration date by certified mail; and

WHEREAS, the Tenant covenants and agrees to pay to the Landlord, as rent for and during the Lease term, the sum of fifteen (\$15.00) dollars (one (\$1.00) dollar each year throughout the lease term and shall be due and payable on the first day of each year; and

WHEREAS, James A. Mallon, Business Administrator, Dorothy F. McCrosson, Esq., City Solicitor; Frank Donato, III, Director of Financial Management; Joseph S. Clark, QPA, Purchasing Manager; Joseph V. Rizzuto, Executive Director of the Cape May County Municipal Utilities Authority and Howard C. Long, General Counsel have reviewed the agreement and recommend that it be authorized; and

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City, NJ that they will lease from the Cape May County Municipal Utilities Authority the property described above, pursuant to and in accordance with all covenants, conditions and provisions set forth in the lease agreement (attached).

Peter V. Madden
Council President

Files: RES 17-31 Lease CMCMUA-COC – Dog Park.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 2017

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
Melissa G. Bovera, City Clerk

LEASE OF A PORTION
OF BLOCK 4405, LOT 1 AND BLOCK 4406, LOT 2 IN THE CITY OF OCEAN CITY, COUNTY OF
CAPE MAY, STATE OF NEW JERSEY

This Lease is made this 13th day of April, 2017, for a portion of the real property Known as Block 4405, Lot 1 and Block 4406, Lot 2 (referred to herein as the "Leased Space"),

Between the Tenant

The City of Ocean City

whose address is

861 Asbury Avenue
Ocean City, New Jersey 08226

referred to as the "Tenant",

And the Landlord

**THE CAPE MAY COUNTY MUNICIPAL
UTILITIES AUTHORITY**, a public body corporate and
politic of the State of New Jersey,

whose address is

P. O. Box 610
Cape May Court House, New Jersey 08210

referred to as the "CMCMUA/Authority",

The word "Tenant" means each Tenant named above.

CONDITIONS AND LEASE TERMS

1. Term of Lease:

- a. The term of this Lease shall be fifteen (15) years, commencing *nunc pro tunc* September 12, 2016.
- b. This Lease shall be automatically renewed for one term of fifteen (15) years in the event that notice of termination of this Lease is not provided at least four (4) months prior to the end of the original term.

- 2. Annual Lease Payment:** In accordance with N.J.S.A. 40A:12-14(b), the annual lease payment shall be One Dollar (\$1.00).

3. Acceptance of Leased Space:

- a. Tenant accepts the Leased Space in its "AS IS" condition.
- b. The Tenant shall not assign this Lease or sublet all or any part of the Leased Space without the prior written consent of the CMCMUA/Authority.
- c. The CMCMUA/Authority makes no representations to the Tenant as to any other matter in connection with the Leased Space including, specifically, its compliance with any applicable municipal ordinances, building codes, health codes or environmental laws.
- d. The Tenant acknowledges that the Leased Space is in close proximity with the CMCMUA/Authority Ocean City Wastewater Treatment Facility; and therefore, will be exposed to periodic odors. The occurrence of such odors shall not provide cause for the Tenant to render any complaints to the CMCMUA/Authority and/or regulatory bodies having legal jurisdiction with respect to emissions to the atmosphere of any odors or noises detected within the area of the Leased Space which is adjacent to, or accessible from, the Leased Space. If such odors and/or noises render the Leased Space unfit as to the intended use of the Leased Space as set forth in this Lease, then the Tenant's sole and exclusive remedy is to terminate this Lease, provided that the Tenant promptly removes any and all improvements to the Leased Space identified by the CMCMUA/Authority.

4. Description of the Leased Space:

- a. The Leased Space is further described and defined in Exhibit A. Plot Plan and Exhibit B. Lease Boundary Description of this Lease.

5. Use of the Leased Space:

- a. The CMCMUA/Authority will permit the Tenant to operate and maintain the "Cape May County Dog Park in Ocean City, New Jersey" (the "Dog Park") on the Leased Space. The Dog Park shall be maintained and operated for the benefit of all County of Cape May residents and visitors.

LEASE OF A PORTION
OF BLOCK 4405, LOT 1 AND BLOCK 4406, LOT 2 IN THE CITY OF OCEAN CITY, COUNTY OF
CAPE MAY, STATE OF NEW JERSEY

This Lease is made this 13th day of April, 2017, for a portion of the real property Known as Block 4405, Lot 1 and Block 4406, Lot 2 (referred to herein as the "Leased Space"),

Between the Tenant

The City of Ocean City

whose address is

861 Asbury Avenue
Ocean City, New Jersey 08226

referred to as the "Tenant",

And the Landlord

**THE CAPE MAY COUNTY MUNICIPAL
UTILITIES AUTHORITY**, a public body corporate and
politic of the State of New Jersey,

whose address is

P. O. Box 610
Cape May Court House, New Jersey 08210

referred to as the "CMCMUA/Authority",

The word "Tenant" means each Tenant named above.

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- 2. Annual Lease Payment:** In accordance with N.J.S.A. 40A:12-14(b), the annual lease payment shall be One Dollar (\$1.00).

3. Acceptance of Leased Space:

- a. Tenant accepts the Leased Space in its "AS IS" condition.
- b. The Tenant shall not assign this Lease or sublet all or any part of the Leased Space without the prior written consent of the CMCMUA/Authority.
- c. The CMCMUA/Authority makes no representations to the Tenant as to any other matter in connection with the Leased Space including, specifically, its compliance with any applicable municipal ordinances, building codes, health codes or environmental laws.
- d. The Tenant acknowledges that the Leased Space is in close proximity with the CMCMUA/Authority Ocean City Wastewater Treatment Facility; and therefore, will be exposed to periodic odors. The occurrence of such odors shall not provide cause for the Tenant to render any complaints to the CMCMUA/Authority and/or regulatory bodies having legal jurisdiction with respect to emissions to the atmosphere of any odors or noises detected within the area of the Leased Space which is adjacent to, or accessible from, the Leased Space. If such odors and/or noises render the Leased Space unfit as to the intended use of the Leased Space as set forth in this Lease, then the Tenant's sole and exclusive remedy is to terminate this Lease, provided that the Tenant promptly removes any and all improvements to the Leased Space identified by the CMCMUA/Authority.

4. Description of the Leased Space:

- a. The Leased Space is further described and defined in Exhibit A. Plot Plan and Exhibit B. Lease Boundary Description of this Lease.

5. Use of the Leased Space:

- a. The CMCMUA/Authority will permit the Tenant to operate and maintain the "Cape May County Dog Park in Ocean City, New Jersey" (the "Dog Park") on the Leased Space. The Dog Park shall be maintained and operated for the benefit of all County of Cape May residents and visitors.

7. Access to Leased Space:

- a. The Tenant shall assure and provide the CMCMUA/Authority emergency access on/over the Leased Space at all times.
- b. Should the CMCMUA/Authority require unobstructed entry on/over the Leased Space for the purpose of performing any construction or repair work on its wastewater treatment facility, the Tenant will provide for such access to the CMCMUA/Authority. In the event of an emergency or major repair, the CMCMUA/Authority reserves the right to close the entire Dog Park, including blocking access thereto, in order to facilitate a safe and efficient repair of its facilities and/or appurtenances.

8. Indemnification: Tort Immunity:

- a. Neither the CMCMUA/Authority or the Tenant shall be liable for any negligent, reckless or intentional acts or omissions of any other(s); and, each shall indemnify, defend and hold the other(s) harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Lease. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions. The terms and conditions of this paragraph shall survive the execution, delivery, and performance of this Lease and any succeeding documents, shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto. No party to this Lease waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1 et seq.
- b. The Tenant agrees to pay, indemnify and save the CMCMUA/Authority harmless from any and all damages, loss or liability occurring by reason of any injury to any person or property, occasioned by an act or omission, neglect, or wrongdoing of the Tenant or any of its officers, agents, representatives, guests, employees, invitees, or person contracting with the Tenant or otherwise utilizing the Leased Space, and the Tenant will, at its own cost and expense, defend and protect the CMCMUA/Authority against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the occupancy or use of the said Leased Space by the Tenant.

6. Repairs, Maintenance, and Compliance:

- a. The Tenant shall maintain the Leased Space in good condition and shall, at Tenant's own cost and expense, make repairs and replacements of any on-site equipment located on the Leased Space, which may be necessitated or caused by Tenant's use of the Leased Space. Except as otherwise provided herein, Tenant shall not encumber or obstruct any public portion of the Leased Space including but not limited to sidewalks, driveways or public roadways.
- b. The Tenant shall be solely liable for any modifications to the Dog Park.
- c. Maintenance of the Leased Space shall be managed and paid for by the Tenant and conform in all respects to all applicable codes. Such maintenance shall include keeping the facility in good repair and general upkeep and maintenance.
- d. The Tenant shall not make or permit to be made any alterations, additions, improvements or changes in the Leased Space without, in each case, first obtaining the written consent of the CMCMUA/Authority. It is understood and agreed by the parties that all permanent improvements made to the Leased Space by either party shall, upon termination of this Lease, immediately become the property of the CMCMUA/Authority and shall remain the property of the CMCMUA/Authority.
- e. The Tenant will, at its own expense, keep and maintain the Leased Space in a clean and orderly manner free from litter, trash, and debris at all times.
- f. In order to provide increased security and safety, the Tenant will maintain the existing fence surrounding the Leased Space in a manner acceptable to the CMCMUA/Authority.
- g. The Tenant shall provide snow and ice removal on the Leased Space parking lots and public walkways.
- h. Should there be a necessity for any additional approvals related to any improvements proposed by the Tenant within, or related to, the Leased Space, it shall be the Tenant's responsibility to secure all such approvals and all work shall be performed in accordance with all prevailing Laws and Regulations.
- i. The Tenant may, by ordinance, adopt local regulations providing suitable rules and regulations.

9. Insurance:

- a. It is recognized and understood that the Tenant is currently insured through the Municipal Joint Insurance Fund ("JIF"). The Tenant shall name the CMCMUA/Authority as additional insured on any insurance policy it maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, personal injury, errors and omissions and workers compensation with limits and deductibles as stated in Section 9 b. The Tenant shall provide the CMCMUA/Authority with certificates of insurance naming the CMCMUA/Authority as additional insured promptly upon the execution of this Lease. In the event the Tenant ceases to participate in its insurance program as is in effect on the date of this Lease, the Tenant shall provide alternative insurance comparable to the coverage in effect on the date of this Lease subject to the approval of the CMCMUA/Authority, which approval shall not be unreasonably withheld, conditioned or delayed.
- b. The Tenant shall obtain, pay for, and keep in effect for the benefit of the CMCMUA/Authority and the Tenant insurance coverage minimally commensurate with the amounts stated below:

General Aggregate	Three million
Comprehensive Automobile	One million
Personal Injury	Two million
Each Occurrence	Two million

- c. The CMCMUA/Authority reserves the right to amend the type and amount of insurance coverage.
- d. Tenant hereby waives any and all rights of recovery it may hereafter have against CMCMUA/Authority for any injuries or losses sustained by, or damages caused to Tenant, its employees, property, or the property of others under Tenant's control, or to the extent that such loss or damage is covered under the terms of the insurance policies required hereunder. CMCMUA/Authority hereby waives any and all rights of recovery they may hereafter have against Tenant for any injuries or losses sustained by, or damages caused to CMCMUA/Authority, its employees, property, or the property of others under CMCMUA/Authority's control, to the extent that such loss or damage is covered under the terms of its insurance coverages.

10. Liability of CMCMUA/Authority and Tenant: The CMCMUA/Authority shall not be liable for injury or damage to any person, animal or property when it is due to Tenant's act or neglect. The Tenant is liable for any loss, injury or damage to any person, animal or property caused by the act or neglect of the Tenant or the Tenant's agents, servants, employees, licensees or invitees.

- 11. Remedies:** In the event either party defaults in the performance of any of its obligations under this Lease, after thirty (30) days prior written notice and a coincidental corresponding opportunity to cure, the non-defaulting party shall be entitled to all remedies available at law, in equity, or both. Notwithstanding the above, the cure periods shall be extended past thirty (30) days if the default cannot be reasonably cured within such time period provided that the defaulting party is using reasonably diligent efforts to effectuate said cure. If the defaulting party is using reasonably diligent efforts to effectuate said cure and the parties cannot reconcile the default within one hundred twenty (120) days from notification of the default, the Lease will automatically terminate; and, the non-defaulting party shall be entitled to receive from the defaulting party all costs and expenses, plus legal fees, as a result of such default.
- 12. Governing Laws:** This Lease shall be governed in accordance with the laws of the State of New Jersey. Any and all actions to enforce or to interpret this Lease shall be brought exclusively in the Atlantic / Cape May Counties Vicinage of the Superior Court of New Jersey, Cape May County Courthouse.
- 13. Miscellaneous:**
- a. This Lease binds the CMCMUA/Authority and the Tenant and shall inure to the benefit of the parties hereto, their respective legal or personal representatives, heirs, successors and assigns.
 - b. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease; all such other provisions shall remain in full force and effect.
 - c. This Lease shall not be recorded without the written consent of both parties.
- 14. Severability:** If any part of this Lease shall be held to be unenforceable, the rest of this Lease shall nevertheless remain in full force and effect.
- 15. Waiver:** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Lease at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.
- 16. Notices:** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices shall be addressed to the CMCMUA/Authority and Tenant at the addresses written at the beginning of this Lease and also to the Tenant at the Leased Space.

17. Full Agreement: The parties have read this Lease and it contains their full agreement. The Lease may not be changed except in writing signed by the CMCMUA/Authority and the Tenant. This Lease represents the entire agreement between the parties and cannot be changed or modified orally. This Lease may be supplemented, amended or revised only by a writing that is signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date first above written.

ATTEST:

Cape May County Municipal Utilities Authority

By: _____
Joseph V. Rizzuto
Executive Director

Anne M. McDevitt
Assistant Corporate Secretary

Approved as to Form:

By: _____
Howard C. Long
General Counsel

City of Ocean City

By: _____
Jay Gillian
Mayor

Melissa G. Bovera
Municipal Clerk

Approved as to Form:

By: _____
Joseph S. Clark, Jr., QPA
Purchasing Manager

Dorothy F. McCrosson, Esquire
City Solicitor

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#14

**AUTHORIZING THE RELEASE OF A LETTER OF CREDIT PERFORMANCE
GUARANTEE FOR A CONSTRUCTION PROJECT AT 810 ASBURY BLOCK 807,
LOT(S) 3 & 6; PROJECT #04-046ZC**

WHEREAS, Stainton Square Mall, LLC has posted a Letter of Credit as performance guarantee for construction of an approved site plan at 810 Asbury, Block 807, Lot(s) 3 & 6 also known as application number 04-046ZC This application was submitted for approval to the Planning Board on December 21, 2005; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated March 17, 2017, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Planning Board of the City of Ocean City has recommended the release of the LOC in the amount of \$33,117.90; and

WHEREAS, the Planning Board recommends that a cash portion of the performance guarantee in the amount of \$3,311.79 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 Letter of Credit performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the Letter of Credit in the amount of \$33,117.90.



Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Stainton Square Mall LLC; Letter of Credit Release 04-046ZC

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 2017.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#15

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 March 18, 2017 to April 7, 2017.

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



Frank Donato III
Chief Financial Officer

Peter V. Madden,
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 03.18.17 TO 4.07.17.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 2017.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
McClellan	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....
City Clerk

April 10, 2017
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CITY OF OCEAN CITY
Bill List By P.O. Number

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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
14-02338	09/10/14	NOLT D.A. NOLT, INC.	CC13-53; RES. 14-50-195	Open	31,931.86	0.00	B
15-00585	03/17/15	WICKBERG WICKBERG MARINE CONTRACTING	CC 15-20; RES. 15-51-138	Open	173,839.30	0.00	B
15-01381	06/12/15	SEASHORE SEASHORE ASPHALT CORP.	RES #14-50-281	Open	212.08	0.00	B
15-01562	06/17/15	ACTIO ACTION SUPPLY, INC.	CITY CONTRACT 15-26	Open	408.54	0.00	B
15-03032	12/11/15	ACTENGIN ACT ENGINEERS INC	Resolution 15-51-299	Open	19,907.25	0.00	
16-00245	02/10/16	ACTENGIN ACT ENGINEERS INC		Open	2,784.00	0.00	
16-00719	04/08/16	ACTENGIN ACT ENGINEERS INC		Open	2,515.50	0.00	
16-01107	05/10/16	ALTEC ALTEC INDUSTRIES, INC	PER RES# 16-52-123	Open	138,996.00	0.00	
16-01503	06/28/16	MASER MASER CONSULTING PA	Traffic Signal Design	Open	1,340.00	0.00	
16-01519	06/28/16	ROCKEYMO ROCKY MOUNTAIN TRACKING		Open	1,497.00	0.00	
16-01527	06/28/16	SCHIAVON FRED M. SCHIAVONE CONST., INC.	RESOLUTION # 16-52-175	Open	166,403.88	0.00	
16-01528	06/28/16	CZAR LAMONT H. CZAR, P.E.	RESOLUTION # 16-52-181	Open	6,080.00	0.00	B
16-01726	07/20/16	ACTENGIN ACT ENGINEERS INC	RESOLUTION 16-52-201	Open	9,602.05	0.00	B
16-01967	08/16/16	STRAGA B STRAGA BROTHERS INC	RESOLUTION 16-52-231	Open	285,309.27	0.00	
16-01968	08/16/16	TRIDENTM TRIDENT PILING COMPANY, LLC	RESOLUTION 16-52-232	Open	1,365.00	0.00	
16-02193	09/09/16	LAWME LAWME SUPPLY CO. OF NJ INC.	RESOLUTION 16-52-011	Open	12,612.50	0.00	
16-02249	09/15/16	ACTENGIN ACT ENGINEERS INC	RESOLUTION 16-52-258	Open	44,173.17	0.00	
16-03049	10/11/16	SPORTCAR SPORTCARE SYNTHETIC FIELD MAIN		Open	2,250.00	0.00	B
16-03093	10/14/16	ACTENGIN ACT ENGINEERS INC	RESOLUTION 16-52-283	Open	1,042.75	0.00	
16-03303	11/02/16	DUBRU MICHAEL DUBRUILLE	Dune Grass Plants	Open	850.00	0.00	
16-03449	11/21/16	CZAR LAMONT H. CZAR, P.E.	RESOLUTION 16-52-306	Open	42,600.00	0.00	B
16-03478	11/21/16	AUSTN AUSTIN'S SPORTS		Open	91.85	0.00	
17-00015	01/20/17	AC ELECT ATLANTIC CITY ELECTRIC	2017 CITYWIDE ELECTRIC	Open	90,780.46	0.00	B
17-00016	01/20/17	SJGAS SOUTH JERSEY GAS COMPANY		Open	14,310.23	0.00	B
17-00017	01/20/17	NJAM3 NEW JERSEY-AMERICAN WATER CO.	2017 WATER/SEWER CHARGES	Open	61,576.84	0.00	B
17-00019	01/20/17	VERIZ VERIZON	2017 PHONE CHARGES	Open	4,946.00	0.00	B
17-00020	01/20/17	VERIZ VERIZON	609 399-0505 374 64Y	Open	143.84	0.00	B
17-00021	01/20/17	VERIZONL VERIZON ONLINE		Open	1,018.09	0.00	
17-00022	01/20/17	WALKD DOUGLAS K. WALKER, PC	RES# 16-52-179	Open	3,162.50	0.00	
17-00029	01/20/17	T BURGOS TONIO BURGOS & ASSOC OF NJ LLC	RESOLUTION 16-52-375	Open	5,000.00	0.00	B
17-00039	01/20/17	SUNEYONE SUNEY SOLAR OCEAN CITY ONE LLC	MONTHLY PPA CHARGES	Open	838.43	0.00	B
17-00040	01/20/17	THOMASMI THOMAS G.SMITH, ESQ.	RES#16-52-374 Tax Appeals	Open	2,333.85	0.00	
17-00045	01/20/17	MIKEZYND MIKE ZYNDORF LLC	25 ton Articulated Dump Truck	Open	7,750.00	0.00	
17-00051	01/20/17	TIX COM TIX, INC.		Open	787.50	0.00	B
17-00054	01/20/17	SPINN SPINNING WHEEL FLORIST INC.		Open	238.50	0.00	
17-00056	01/20/17	CHLORKIN CHLORKING INNOVATIONS, LLC		Open	1,335.00	0.00	B
17-00057	01/20/17	MAINL MAIN LINE COMMERCIAL POOLS, INC		Open	850.00	0.00	
17-00061	01/20/17	ACCESS RETRIEVE HOLDINGS CORP		Open	1,281.63	0.00	B
17-00062	01/20/17	JUSTR JUST RIGHT TV PRODUCTIONS LLC	City Contract #15-08	Open	1,140.00	0.00	B
17-00073	01/20/17	SAM 1 SAM'S CLUB/GEMB	2017 SAMS CLUB CHARGES	Open	61.33	0.00	
17-00076	01/20/17	BINSI BERBEN INSIGNIA CO.		Open	498.50	0.00	
17-00087	01/20/17	CRYSTAL CRYSTAL SPRINGS	ACCT# 1973186-3378709	Open	2.97	0.00	
17-00152	01/23/17	LINESYST BLOCK LINE SYSTEMS INC.	2017 PHONE SERVICES	Open	12,217.10	0.00	B
17-00161	01/23/17	GRITH GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2017	Open	936.00	0.00	
17-00163	01/23/17	SCHEULE SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2017	Open	1,980.00	0.00	
17-00169	01/24/17	EMERGEN EMERGENCY COMMUNICATIONS	CODE RED 911 REVERSE SYSTEM	Open	11,000.00	0.00	
17-00177	01/30/17	CAPEP CAPE PROFESSIONAL BILLING	EMERGENCY MEDICAL BILLING	Open	1,683.40	0.00	B
17-00182	01/30/17	SCHEULE SCHEULE PLANNING SOLUTIONS LLC	RES #16-52-347	Open	385.00	0.00	
17-00195	01/30/17	CENTRAL CENTRAL JERSEY EQUIPMENT		Open	969.16	0.00	
17-00216	02/01/17	BLAST APM BLAST TERMITE PEST CONTROL		Open	1,275.00	0.00	B

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
17-00219	02/01/17	AQUATREA	AQUA-TREAT INC WATER MGMT.	Open	1,350.00	0.00	B
17-00221	02/01/17	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	70,712.25	0.00	B
17-00222	02/01/17	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	33,291.54	0.00	B
17-00223	02/01/17	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	11,355.24	0.00	B
17-00225	02/01/17	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	3,954.50	0.00	B
17-00226	02/01/17	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	3,458.25	0.00	B
17-00227	02/01/17	CRYSTAL	CRYSTAL SPRINGS ACCOUNT #19747563378700	Open	65.47	0.00	
17-00228	02/01/17	LINCS	LINWOOD CLOCK SHOP	Open	285.00	0.00	B
17-00229	02/01/17	PROTECT	PROTECTION ONE ALARM MONITORIN	Open	256.50	0.00	B
17-00233	02/01/17	MOBID	MOBILE DREDGING AND VIDEO CITY CONTRACT 15-42-R1	Open	19,196.34	0.00	
17-00246	02/01/17	COOP2	COOPER ELECTRIC SUPPLY COMPANY Support Docs Atch for 1-quote	Open	8,320.00	0.00	
17-00247	02/01/17	CRYSTAL	CRYSTAL SPRINGS ACCOUNT# 1975146-3378740	Open	20.39	0.00	
17-00251	02/01/17	WEIGH	WEIGHTS & MEASURE FUND RENEWAL FOR RETAIL METERS	Open	20.00	0.00	
17-00252	02/01/17	GRAIN	GRAINGER, INC. W.W.	Open	24.80	0.00	
17-00293	02/01/17	SJENERG	SOUTH JERSEY ENERGY 2017 GAS SUPPLIER CHARGES	Open	10,200.27	0.00	
17-00298	02/01/17	GIBSONEL	GIBSON ELECTRICAL & GENERAL Prevailing Wage Quotes Attach	Open	20,495.00	0.00	
17-00308	02/03/17	BATTISTI	BATTISTINI CONSULTING SERVICES PROFESSIONAL SERVICES FOR 2017	Open	1,462.50	0.00	
17-00309	02/03/17	STEIN	MARK H. STEIN, ESQUIRE PROFESSIONAL SERVICES FOR 2017	Open	2,890.00	0.00	
17-00311	02/03/17	GANN	GANN LAW BOOKS, INC. 2017 SUBSCRIPTION RENEWAL	Open	623.00	0.00	
17-00313	02/03/17	CNS	CNS CLEANING CO., INC.	Open	6,799.00	0.00	B
17-00314	02/03/17	SCHID	SCHINDLER ELEVATOR CORPORATION	Open	1,523.37	0.00	B
17-00315	02/03/17	WASTM	WASTE MANAGEMENT OF NJ INC.	Open	3,605.46	0.00	B
17-00323	02/08/17	COGGINSK	COGGINS, KERRI	Open	432.00	0.00	
17-00338	02/08/17	GEESE	GEESE CHASERS SOUTH JERSEY	Open	1,120.56	0.00	B
17-00356	02/08/17	PRESS	THE PRESS 2017 ADVERTISING	Open	37.38	0.00	
17-00380	02/16/17	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	Open	198.00	0.00	
17-00386	02/16/17	STEIN	MARK H. STEIN, ESQUIRE PROFESSIONAL SERVICES FOR 2017	Open	175.00	0.00	
17-00388	02/16/17	CRYSTAL	CRYSTAL SPRINGS ACCOUNT 19736483378406	Open	87.45	0.00	
17-00400	02/16/17	TEIT	TEITLER & TEITLER, LLC RES #16-52-326	Open	300.00	0.00	B
17-00401	02/16/17	GARDE	GARDEN STATE HIGHWAY PROD. INC QUOTE #QT052544	Open	372.00	0.00	
17-00409	02/16/17	ACCESSRE	ACCESSREC LLC RES# 17-53-045	Open	52,812.50	0.00	
17-00477	02/21/17	MODERGRO	MODERN GROUP POWER SYSTEMS	Open	762.50	0.00	B
17-00479	02/21/17	FEIGUS	FEIGUS OFFICE FURNITURE	Open	695.57	0.00	
17-00481	02/21/17	INTEM	INTERNATIONAL MUSICIAN	Open	230.00	0.00	
17-00492	02/21/17	MCSIGNS	MC SIGNS	Open	227.00	0.00	
17-00499	02/21/17	DEPT	DEPTCOR GOLF SCORE CARDS	Open	475.00	0.00	
17-00506	02/23/17	DEPT	DEPTCOR	Open	405.00	0.00	
17-00507	02/23/17	DEPT	DEPTCOR	Open	1,699.50	0.00	
17-00509	02/23/17	SUBURHEA	SUBURBAN HEATING OIL	Open	197.38	0.00	B
17-00526	02/28/17	FEIGUS	FEIGUS OFFICE FURNITURE	Open	885.00	0.00	
17-00551	02/28/17	GRAYBAR	GRAYBAR ELECTRIC COMPANY, INC RSLUTION 17-53-050	Open	25,622.60	0.00	
17-00562	02/28/17	STETS	B. W. STETSON & CO.	Open	140.50	0.00	B
17-00563	02/28/17	CRYSTAL	CRYSTAL SPRINGS ACCOUNT# 1974633-3378444	Open	38.67	0.00	
17-00597	03/06/17	AUSTN	AUSTIN'S SPORTS	Open	291.75	0.00	
17-00598	03/06/17	AUSTN	AUSTIN'S SPORTS	Open	117.00	0.00	
17-00599	03/06/17	AUSTN	AUSTIN'S SPORTS	Open	408.00	0.00	
17-00602	03/06/17	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	539.00	0.00	
17-00604	03/06/17	CMCTR	CAPE MAY COUNTY TREASURER	Open	100.00	0.00	
17-00608	03/06/17	CRAIG T	CRAIG TESTING LABORTORIES, INC	Open	260.00	0.00	
17-00612	03/06/17	WILDGARD	WILD GARDEN ACCENTS	Open	792.00	0.00	
17-00623	03/07/17	ARSEN	ARSENAL SOUND, L.L.C.	Open	1,225.00	0.00	
17-00628	03/07/17	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	334.80	0.00	
17-00629	03/07/17	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	283.00	0.00	
17-00632	03/07/17	CRYSTAL	CRYSTAL SPRINGS 2017 ACCT# 197330014718356	Open	3.96	0.00	

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
17-00649	03/10/17	OCCHA	O.C. REGIONAL CHAMBER OF	Open	6,000.00	0.00	
17-00650	03/10/17	BSCF	BUILDING SAFETY CONF. OF NJ	Open	525.00	0.00	
17-00651	03/10/17	HUBER	HUBER LOCKSMITHS, INC	Open	959.75	0.00	
17-00653	03/10/17	DEPT	DEPTCOR	Open	83.00	0.00	
17-00656	03/10/17	NATIONAL	NATIONAL VISION ADMIN, LLC	Open	497.57	0.00	B
17-00661	03/14/17	GARDE	GARDEN STATE HIGHWAY PROD. INC	Open	2,586.25	0.00	
17-00663	03/14/17	AUSTN	AUSTIN'S SPORTS	Open	1,697.85	0.00	
17-00664	03/14/17	CMCCA	C.M.C. MUNICIPAL CLERKS ASSN.	Open	250.00	0.00	
17-00666	03/14/17	TEVENS	EVENS, TIFFANY	Open	264.00	0.00	
17-00667	03/14/17	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	362.95	0.00	
17-00668	03/14/17	EQUIT	EQUITY COMMUNICATIONS	Open	675.00	0.00	
17-00669	03/14/17	PRESS	THE PRESS	Open	189.80	0.00	
17-00670	03/14/17	ARCMATE	ARCMATE MANUFACTURING CORP	Open	808.00	0.00	
17-00671	03/14/17	CFTMON	CFT MONITORING, LLC	Open	2,330.00	0.00	B
17-00672	03/14/17	SHORW	SHORE MEDICAL CENTER	Open	152.00	0.00	
17-00673	03/14/17	INTES	INTERSTATE BATTERIES SYSTEM	Open	2,937.16	0.00	
17-00675	03/14/17	GRANDCAS	GRAND CASCADES LODGE	Open	533.62	0.00	
17-00676	03/14/17	MCAA	MCAA OF NEW JERSEY	Open	250.00	0.00	
17-00677	03/14/17	MALIA	MALIA'S RUBBER STAMP COMPANY	Open	65.95	0.00	
17-00680	03/15/17	ADP	AUTOMATIC DATA PROCESSING	Open	3,245.65	0.00	
17-00696	03/20/17	SHOEM	SHOEMAKER LUMBER COMPANY, INC	Open	494.05	0.00	
17-00697	03/20/17	FORTU	FORTUNE GYPSUM INC.	Open	60.38	0.00	
17-00698	03/20/17	RALPH	V.E. RALPH, INC.	Open	185.00	0.00	
17-00699	03/20/17	INNOL	INNOVATIVE LEADERSHIP, LLC	Open	5,035.00	0.00	
17-00700	03/20/17	FIRSS	FIRE & SAFETY SERVICES, LTD.	Open	3,529.29	0.00	
17-00701	03/20/17	FIRSS	FIRE & SAFETY SERVICES, LTD.	Open	1,552.56	0.00	
17-00703	03/20/17	RALPH	V.E. RALPH, INC.	Open	548.40	0.00	
17-00704	03/20/17	HAMIF	HAMILTON FIRE & SAFETY EQUIP.	Open	288.00	0.00	
17-00705	03/20/17	CHERRYHI	CHERRY HILL FIRE DISTRICT 13	Open	700.00	0.00	
17-00706	03/20/17	BEACN	BEACON BALLFIELDS	Open	832.88	0.00	
17-00707	03/20/17	COPIE	COPIERS PLUS, INC.	Open	489.65	0.00	
17-00708	03/20/17	SHORW	SHORE MEDICAL CENTER	Open	216.00	0.00	
17-00709	03/20/17	VCI	VCI, EMERGENCY VEHICLE SPEC.	Open	669.56	0.00	
17-00710	03/20/17	RALPH	V.E. RALPH, INC.	Open	208.00	0.00	
17-00711	03/20/17	KRAVI	DBK PHOTO	Open	425.00	0.00	
17-00712	03/20/17	EARLS	EARL GIRLS, INC.	Open	1,819.13	0.00	
17-00713	03/20/17	AMSAN	SUPPLYWORKS	Open	1,153.69	0.00	
17-00718	03/20/17	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	408.99	0.00	
17-00719	03/20/17	AC FIRE	AC FIRE DEPT. PIPE BAND, INC	Open	800.00	0.00	
17-00720	03/20/17	JERSE	JERSEY CAPE DIAGNOSTIC CENTER	Open	18.00	0.00	
17-00721	03/21/17	JERSE	JERSEY CAPE DIAGNOSTIC CENTER	Open	18.00	0.00	
17-00722	03/21/17	SHORW	SHORE MEDICAL CENTER	Open	128.00	0.00	
17-00723	03/21/17	KDPRODUC	KD PRODUCTIONS LLC	Open	1,873.50	0.00	
17-00724	03/21/17	IMPAL	IMPALA ISLAND INN	Open	469.00	0.00	
17-00725	03/21/17	CHT	COURT HOUSE TOWING	Open	360.01	0.00	B
17-00726	03/21/17	TURF	TURF EQUIPMENT & SUPPLY CO,INC	Open	349.69	0.00	B
17-00727	03/21/17	PATCARR	SHAMROCK ENGRAVING	Open	731.02	0.00	
17-00728	03/21/17	MUNIC	MUNICIPAL RECORDS	Open	348.00	0.00	
17-00730	03/21/17	GRAMC	GRAMCO WORD PROCESSING, INC.	Open	1,570.00	0.00	
17-00734	03/23/17	SONJ-DEP	TREASURER STATE OF NJ	Open	3,775.00	0.00	
17-00735	03/23/17	SONJ5	TREASURER STATE OF NEW JERSEY	Open	409.00	0.00	
17-00737	03/23/17	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	925.00	0.00	
17-00738	03/23/17	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	763.00	0.00	
17-00739	03/23/17	FORDS	FORD, SCOTT & ASSOCIATES, LLC	Open	9,000.00	0.00	B

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
17-00740	03/23/17	41COTTRE SHEILA COTTRELL		Open	50.00	0.00	
17-00741	03/23/17	CALDWEL CALDWELL BENNETT, INC		Open	4,977.50	0.00	
17-00742	03/23/17	COOCC CITY OF OCEAN CITY	REVENUE COLLECTION CHANGE FUND	Open	11,200.00	0.00	
17-00743	03/23/17	RICCIO ARMANDO V. RICCIO LLC		Open	2,850.00	0.00	
17-00745	03/24/17	CRUZA CRUZAN'S TRUCK SERVICE INC.		Open	234.46	0.00	
17-00746	03/24/17	NAPAAUTO SEAVILLE NAPA AUTO PARTS	031212GPC	Open	967.03	0.00	
17-00747	03/24/17	SHORH SHORE HARDWARE		Open	299.84	0.00	
17-00748	03/24/17	BESTT MILLEVOI/BEST TIRE, INC.	82527	Open	671.72	0.00	
17-00749	03/24/17	CHAPMAN CHAPMAN FORD LINCOLN MERCURY	79166	Open	928.06	0.00	
17-00750	03/24/17	CODYS CODY'S POWER EQUIPMENT		Open	225.47	0.00	
17-00751	03/24/17	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	74.34	0.00	
17-00752	03/24/17	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	324.93	0.00	
17-00753	03/24/17	SHERW SHERWIN WILLIAMS #3760		Open	134.25	0.00	
17-00754	03/24/17	HUB2 THE HUB, LLC		Open	99.98	0.00	
17-00755	03/24/17	BESTT MILLEVOI/BEST TIRE, INC.	82527	Open	71.78	0.00	
17-00756	03/24/17	NAPAAUTO SEAVILLE NAPA AUTO PARTS	031212GPC	Open	933.89	0.00	
17-00757	03/24/17	CRUZA CRUZAN'S TRUCK SERVICE INC.		Open	138.07	0.00	
17-00758	03/24/17	SOUTJ SOUTH JERSEY WELDING SUPPLY		Open	105.27	0.00	
17-00759	03/24/17	SOMER SOMERS POINT LUMBER CO INC		Open	204.66	0.00	
17-00760	03/24/17	OBRIEN RON O'BRIEN ENTERPRISES, LLC		Open	3,500.00	0.00	
17-00763	03/24/17	SMBISHOP SHIRLEY M. BISHOP, P.P., LLC	COAH SERVICES	Open	275.00	0.00	B
17-00766	03/24/17	OCFLO OCEAN CITY FLOWER SHOW COMM		Open	3,500.00	0.00	
17-00767	03/24/17	PARKERM PARKER MCCAY PA	RESOLUTION #16-52-259	Open	2,463.75	0.00	
17-00768	03/24/17	PARKERM PARKER MCCAY PA	RESOLUTION #16-52-259	Open	982.50	0.00	
17-00771	03/24/17	SCHOP WILLIAM SCHOPPY TROPHY COMPANY		Open	150.00	0.00	
17-00772	03/24/17	THEREALG THE REAL GHOSTBUSTERS OF SOUTH		Open	150.00	0.00	
17-00774	03/24/17	USTANATI USTA NATIONAL TENNIS CENTER,		Open	3,270.00	0.00	
17-00779	03/28/17	RICHF RICH FIRE PROTECTION		Open	121.00	0.00	
17-00785	03/28/17	DECOTIIS DECOTIIS, FITZPATRICK & COLE	9 BEACH ROAD CONDEMNATION	Open	920.00	0.00	
17-00786	03/28/17	DECOTIIS DECOTIIS, FITZPATRICK & COLE	EXXON STATION CONDEMNATION 903	Open	280.00	0.00	
17-00788	03/28/17	BEACHBAY BEACH TO BAY LANDSCAPE, LLC	Quotes Attached	Open	3,000.00	0.00	B
17-00792	03/28/17	PATCARR SHAMROCK ENGRAVING	MINI MEET	Open	558.68	0.00	
17-00796	03/28/17	SCHMIDTI TIMOTHY SCHMID	E.M.S. REFUND REQUEST	Open	312.83	0.00	
17-00797	03/28/17	OCRA OCEAN CITY RESTAURANT ASSO.		Open	3,150.00	0.00	
17-00799	03/28/17	DAGOSTIN TRACY DAGOSTINO	E.M.S. REFUND REQUEST	Open	200.00	0.00	
17-00800	03/28/17	FIRNG FIRST NIGHT		Open	5,000.00	0.00	
17-00801	03/28/17	QUANT QUANTUM INC.		Open	72.00	0.00	
17-00803	03/28/17	BUSIS BUSINESS & NEIGHBORHOOD DEVEL.		Open	25,000.00	0.00	
17-00804	03/28/17	BUSIS BUSINESS & NEIGHBORHOOD DEVEL.		Open	22,500.00	0.00	
17-00805	03/28/17	BUSIS BUSINESS & NEIGHBORHOOD DEVEL.		Open	31,500.00	0.00	
17-00808	03/31/17	JPBAINBR J. P. BAINBRIDGE & ASSOC., INC	RES# 16-52-214	Open	6,900.00	0.00	
17-00816	03/31/17	MITCHELT THOMAS M. MITCHELL	OC CON 2017 - APPEARANCE	Open	500.00	0.00	
17-00819	04/04/17	HOB0 ORIGINAL HOBO BAND, INC.		Open	1,000.00	0.00	
17-00820	04/04/17	BOBEGANE BOB EGAN ENTERTAINMENT		Open	550.00	0.00	
17-00829	04/04/17	73MULIN THOMAS A MULINEAUX	2017 LIFE GUARD PENSION	Open	20,900.00	0.00	
17-00834	04/05/17	MORETHAN MORE THAN MEETS THE	RES 17-53-047; VANESSA WILLIAM	Open	65,000.00	0.00	
17-00837	04/06/17	NAPAAUTO SEAVILLE NAPA AUTO PARTS	031212GPC	Open	0.38	0.00	
17-00838	04/06/17	DALEY DALEY'S PIT		Open	175.00	0.00	
17-00839	04/06/17	BESTT MILLEVOI/BEST TIRE, INC.	82527	Open	671.72	0.00	
17-00840	04/06/17	CRUZA CRUZAN'S TRUCK SERVICE INC.		Open	439.39	0.00	
17-00841	04/06/17	BESTT MILLEVOI/BEST TIRE, INC.	82527	Open	335.32	0.00	
17-00842	04/06/17	NAPAAUTO SEAVILLE NAPA AUTO PARTS	031212GPC	Open	9.45	0.00	
17-00843	04/06/17	RHINO RHINO LININGS		Open	700.00	0.00	

April 10, 2017
11:43 AM

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

Page No: 5

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
Total Purchase Orders:		211	Total P.O. Line Items:	0	Total List Amount:	1,758,634.95	Total Void Amount:	0.00

March 24, 2017
01:59 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued & Released Outside B.I. List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 89847 to 89847
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
89847	03/24/17	BENNERSC SCOTT BENNER					4087
17-00769	1	RELEASE OF PERFORMANCE	11,442.00	T-12-56-175-015	Budget		1 1
				RESERVE-CASH PERFORMANCE			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	11,442.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	11,442.00	0.00

March 28, 2017
04:02 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 89851 to 89851
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
89851	03/28/17	ADP AUTOMATIC DATA PROCESSING	12,883.34	4089

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	12,883.34	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	12,883.34	0.00

March 28, 2017
04:02 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 89852 to 89852
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
89852	03/28/17	FIDUCCIA JOSEPH FIDUCCIA	925.00	4089

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	925.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	925.00	0.00

March 31, 2017
08:28 AM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Discrepancy & Reversed Outside Budget

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 89865 to 89865
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description					Contract	Ref Seq Acct
89865	03/31/17	ADP	AUTOMATIC DATA PROCESSING					4097
16-00156	4	W-2 PROCESSING		8,996.28	6-01-20-625-269	Budget		1 1
					FINANCIAL MGMT/PAYROLL & HUMAN RESOURCES			
16-00156	55	PAY SERVICE PE 12.24.16 #27		2,771.70	6-01-20-625-269	Budget		2 1
					FINANCIAL MGMT/PAYROLL & HUMAN RESOURCES			
16-00156	56	BALANCE REMAINING		25.10	6-01-20-625-269	Budget		3 1
					FINANCIAL MGMT/PAYROLL & HUMAN RESOURCES			
16-00156	57	BALANCE REMAINING		116.35	6-01-20-625-269	Budget		4 1
					FINANCIAL MGMT/PAYROLL & HUMAN RESOURCES			
				11,909.43				

Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	11,909.43	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	11,909.43	0.00