

ORDINANCE NO. 17-23

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY (Hedges; Curbside Plantings)

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

The following sections of **Section 25-1700.14, Fences and Hedges** of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.14.1 Height Requirements.

There is no height limit for hedges, except as provided in 25-1700.14.1(a) and (h). Fence, and walls hereafter erected, altered or reconstructed in any zone in the City shall not exceed four feet (4') in height above ground level, except that fences may be increased to a height of six feet (6') within the building lines or along the property line with the consent of the adjoining property owner(s) and also except as follows:

a. Height of Hedges, and Fences:

1. Front Yard - Solid fences and hedges shall not exceed three feet (3') in height. Open fences shall not exceed four feet (4') in height.

2. Side Yard - Fences located between the front setback line and rear setback line shall not exceed four feet (4') in height, except as permitted by subsection 25-1700.14.1.

3. Rear Yard (waterfront lots) – Solid fences and hedges shall not exceed three feet (3') in height. Open fences shall not exceed four feet (4') in height.

4. Rear yard fences on non-waterfront lots shall not exceed four feet (4') in height, except as permitted by subsection 25-1700.14.1.

b. In any business zone, open wire fences not exceeding eight feet (8') in height may be erected in the rear or side yard areas and behind the building setback line.

c. On park, recreation or school properties, open wire fences not exceeding eight feet (8') in height may be erected in the rear or side yard areas and behind the building setback line.

d. Fences in the Historic District are subject to the provisions of Section 25-1800.5 of this Ordinance.

e. Fences specifically required by other provisions of this Ordinance and other municipal and State regulations. Notwithstanding fences required by other municipal or State regulations, fences located in the rear yard of oceanfront lots are required to be open fences not greater than four feet (4') in height.

f. Hedges, walls and fences located adjacent to a street shall conform to the requirements of subsection 25-1700.13.3 of this Ordinance.

g. Walls may be constructed of brick or stone or other maintenance-free material, subject to review and approval by the approving authority. Unfaced concrete block shall not be permitted.

h. Solid fences, hedges and walls hereafter erected, altered, or reconstructed in the front yard area of any zone shall not exceed thirty-six inches (36 ") in height.

i. Open fences located in the front yard area in any zone shall not exceed forty-eight inches (48") in height. Fences exceeding forty-eight inches (48") in height shall not extend forward of the front building line on any existing building.

j. Fences and walls shall not exceed six feet (6') in height when located in any side or rear yard, except as follows:

1. In any business or industrial zone, fences or walls not exceeding eight feet (8') in height may be erected in the rear or side yard areas behind the front building line.

2. On public park, recreation or school properties, open wire fences not exceeding eight feet (8') may be erected, except that fences enclosing outdoor tennis courts, baseball backstops, and other fences normally provided with recreation facilities may be open wire fences not exceeding twelve feet (12') in height.

3. Fences specifically required by other provisions of this Ordinance and other municipal and State regulations.

k. Retaining walls installed in slope control areas shall be constructed of reinforced concrete, other reinforced masonry or of other construction materials acceptable to the Planning Board Engineer and detailed on the final plat to carry all earth pressures, including any surcharges. The height of retaining walls shall not exceed one-half (1/2) of the horizontal distance from the foundation wall of any building on the subject property to the face of the retaining wall, not to exceed thirty inches (30") measured from grade on the adjacent property. Should the City adopt, subsequently to this Ordinance, standard details for such construction, the same shall govern.

(Ord. #03-12, §8; Ord. #11-21, §11; Ord. #13-32, § 2; Ord. #14-04 §13)

25-1700.14.2 Fences To Be Within Property Lines.

All fences, walls and hedges must be erected within the property lines, and no fence shall be erected so as to encroach upon a public right-of-way. (Ord. #03-12, §8)

Section 2

The following section of **Section 25-1700.38, Landscaping** of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.38.12 Specifications and Standards.

c. *Shrubs, Groundcover, Planting Beds.*

1. Shrubs, evergreen trees, ornamental grasses and other plant material that will exceed twelve inches (12") in height shall not be allowed along curblines that front on a named street in Schedule B.

Section 3

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

Section 4

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

Section 5

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



SCHEULE

PLANNING SOLUTIONS, LLC

Community Development

Municipal Planning

Master Plans

Zoning Codes

Redevelopment

CITY OF OCEAN CITY

ORDINANCE NO. 17-23

Master Plan Consistency Report

Introduction.

Ordinance 17-23 - "An Ordinance Amending and Supplementing Chapter XXV, Zoning and Land Development of the Revised General Ordinances of the City of Ocean City, New Jersey (hedges; curbside plantings)" was introduced and adopted on first reading by City Council on January 11, 2018. According to the City Clerk, Ordinance 17-23 will be advertised according to law and is scheduled for second reading and public hearing on February 22, 2018.

The "Municipal Land Use Law" provides the Planning Board with thirty-five (35) days from the referral date to prepare, review, adopt and transmit their consistency report regarding Ordinance 16-27 to City Council. NJSA 40:55D-26 describes the Planning Board's responsibility regarding the master plan consistency review as follows:

"... the planning board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the master plan and recommendations concerning those inconsistencies and any other matters as the board deems appropriate."

While formerly only zoning ordinances and amendments thereto were required to be submitted to the planning board, it is now clear from the wording in NJSA 40:55D-26 that all "development regulations" must be referred to the planning board for comment and report. The statute requires that every zoning ordinance must "either be substantially consistent with the land use plan and housing plan of the master plan, or designed to effectuate such plan elements." The "Master Plan" referred to herein is the City of Ocean City Master Plan adopted February 3, 1988, and as subsequently amended.

Ordinance Summary.

This Ordinance revises Section 25-1700.14 of the City Code. Section 1 of Ordinance 17-23 will limit the height of hedges in the front and rear yard with the same regulations that are applicable to fences in the front and rear yards.

Section 2 of Ordinance 17-23 restricts the height of plantings along the curblin of a named street to twelve (12) inches.

Analysis and Conclusion.

As noted above the Planning Board's responsibility in terms of the master plan consistency review is to identify any provisions in a proposed ordinance which are inconsistent with the Master Plan, and make recommendations concerning those inconsistencies and any other matters as the Board deems appropriate.

In defining "substantial consistency" the Supreme Court in *Manalapan Realty v. Township Committee* made it clear that some inconsistency is permitted "provided it does not substantially or materially undermine or distort the basic provisions and objectives of the Master Plan." The "Municipal Land Use Law" does not define the term *inconsistent*.

In my opinion, Ordinance 17-23 advances the following Ocean City Master Plan Objectives:

- *To encourage municipal actions which will guide the long range appropriate use and development of lands within the City of Ocean City in a manner which will promote the public health, safety, and general welfare of present and future residents.*
- *To provide adequate light, air and open space.*
- *To encourage coordination of the numerous regulations and activities which influence land development with a goal of producing efficient uses of land with appropriate development types and scale.*
- *To provide for context-sensitive infill development.*
- *To promote a desirable visual and physical environment.*

Having considered the content of Ordinance 17-23 and the Master Plan, it is my professional opinion that Ordinance 17-23 will advance the Master Plan Objectives cited herein and that Ordinance 17-23 is consistent with the Ocean City Master Plan.

Respectively submitted,



Randall E. Scheule, PP/AICP

New Jersey Professional Planner License No. LI003666

January 29, 2018

ORDINANCE NO. 17-23

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF
THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY
(Hedges; Curbside Plantings)

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

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a. Height of Hedges, ~~Walls,~~ and Fences:

1. Front Yard - Solid fences and hedges shall not exceed three feet (3') in height. Open fences shall not exceed four feet (4') in height.

2. Side Yard - Fences located between the front setback line and rear setback line shall not exceed four feet (4') in height, except as permitted by subsection 25-1700.14.1.

3. Rear Yard (waterfront lots) - Solid fences and hedges shall not exceed three feet (3') in height. Open fences shall not exceed four feet (4') in height.

4. Rear yard fences on non-waterfront lots shall not exceed four feet (4') in height, except as permitted by subsection 25-1700.14.1.

b. In any business zone, open wire fences not exceeding eight feet (8') in height may be erected in the rear or side yard areas and behind the building setback line.

c. On park, recreation or school properties, open wire fences not exceeding eight feet (8') in height may be erected in the rear or side yard areas and behind the building setback line.

d. Fences in the Historic District are subject to the provisions of Section 25-1800.5 of this Ordinance.

e. Fences specifically required by other provisions of this Ordinance and other municipal and State regulations. Notwithstanding fences required by other municipal or State regulations, fences located in the rear yard of oceanfront lots are required to be open fences not greater than four feet (4') in height.

f. Hedges, walls and fences located adjacent to a street shall conform to the requirements of subsection 25-1700.13.3 of this Ordinance.

g. Walls may be constructed of brick or stone or other maintenance-free material, subject to review and approval by the approving authority. Unfaced concrete block shall not be permitted.

h. Solid fences, hedges and walls hereafter erected, altered, or reconstructed in the front yard area of any zone shall not exceed thirty-six inches (36 ") in height.

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3. Fences specifically required by other provisions of this Ordinance and other municipal and State regulations.

k. Retaining walls installed in slope control areas shall be constructed of reinforced concrete, other reinforced masonry or of other construction materials acceptable to the Planning Board Engineer and detailed on the final plat to carry all earth pressures, including any surcharges. The height of retaining walls shall not exceed one-half (1/2) of the horizontal distance from the foundation wall of any building on the subject property to the face of the retaining wall, not to exceed thirty inches (30") measured from grade on the adjacent property. Should the City adopt, subsequently to this Ordinance, standard details for such construction, the same shall govern.

(Ord. #03-12, §8; Ord. #11-21, §11; Ord. #13-32, § 2; Ord. #14-04 §13)

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Section 2

The following section of **Section 25-1700.38, Landscaping** of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-1700.38.12 Specifications and Standards.

c. *Shrubs, Groundcover, Planting Beds.*

1. Shrubs, evergreen trees, ornamental grasses and other plant material that will exceed twelve inches (12") in height shall not be allowed along curblines that front on a named street in Schedule B. ~~and shall be planted a minimum of four feet (4') behind the sidewalk and out of all sight triangles.~~

Section 3

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

Section 4

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

Section 5

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

**GARY R. GRIFFITH, ESQUIRE
GRIFFITH and CARLUCCI, P.C.
801 Asbury Avenue - Suite 200
Ocean City, New Jersey 08226
(609) 399-6900
Attorneys for the Ocean City Planning Board**

OCEAN CITY PLANNING BOARD

RESOLUTION

1. As required by the Municipal Land Use Law, N.J.S. 40:55D-1 *et seq.*, City Council for the City of Ocean City through the City Clerk for the City of Ocean City has requested that the Ocean City Planning Board review Ordinance No. 17-23 for consistency with the Ocean City Master Plan.

2. On February 7, 2018, the Ocean City Planning Board reviewed Ordinance No. 17-23 for consistency with the Ocean City Master Plan and considered the Ordinance No. 17-23 Master Plan Consistency Report [“Ordinance No.17-23 Master Plan Consistency Report”] a true copy of which is attached hereto as Exhibit “A” and conducted a public hearing thereon. Randall E. Scheule, P.P. & A.I.C.P. [“Planner”] prepared the Ordinance No.17-23 Master Plan Consistency Report on January 29, 2018 and was present at the public hearing on February 7, 2018. The Planner presented the Ordinance No.17-23 Master Plan Consistency Report to the Ocean City Planning Board. All of the provisions of the Ordinance No.17-23 Master Plan Consistency Report are incorporated by this reference as if specifically set forth herein at length. During his

presentation, Mr. Scheule reviewed Ordinance No. 17-23 and the Ordinance No.17-23 Master Plan Consistency Report with the Ocean City Planning Board. Thereafter, Mr. Scheule addressed questions from Ocean City Planning Board members in respect of Ordinance No. 17-23 and the Ordinance No.17-23 Master Plan Consistency Report.

3. No member of the public testified or offered comments at the time of public hearing on the Ordinance No.17-23 Master Plan Consistency Report on February 7, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Ocean City Planning Board on February 7, 2018 that the Ordinance No.17-23 Master Plan Consistency Report attached hereto as Exhibit “A” is **APPROVED AND ADOPTED** and, shall be **REFERRED** to the City Council for the City of Ocean City for legal action with the following comments and recommendations:

1. For all of the reasons delineated in the Ordinance No.17-23 Master Plan Consistency Report, Ordinance No. 17-23 is consistent with the Ocean City Master Plan.

This Resolution for approval, adoption, and referral was adopted on motion made by Ocean City Planning Board Member Sheppard and seconded by Ocean City Planning Board Member McClellan on February 7, 2018 [“Sheppard Motion”]. The vote on the Sheppard Motion was nine (9) in favor of and zero (0) against with Ocean City Planning Board Members Adams, Bekier, Sheppard, Allegretto, Crowley, McClellan, Birch,

Halliday, and Loeper all voting in the affirmative.

OCEAN CITY PLANNING BOARD

JOHN LOEPER,
CHAIRPERSON

Dated: March 7, 2018

CERTIFICATION

I, JAIME M. CORNELL-FINE, Secretary to the Ocean City Planning Board, do hereby certify that the foregoing Resolution was duly adopted at the meeting of the Ocean City Planning Board held on February 7, 2018 and memorialized herein pursuant to N.J.S. 40:55D-10 g. (2) on March 7, 2018.

JAIME M. CORNELL-FINE,
Secretary, Ocean City Planning Board

ORDINANCE NO. 18-01

**AN ORDINANCE AUTHORIZING THE CITY OF OCEAN CITY
TO ACQUIRE BLOCK 5501, LOT 16;
BLOCK 611.11, LOTS 405 AND 413;
BLOCK 5500, LOT 4, OCEAN CITY, NEW JERSEY**

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.

In accordance with *N.J.S.A.* 40A:12-5, The City of Ocean City is hereby authorized to acquire, for public purposes, at no consideration, by gift, property known as Block 5501, Lot 16, Block 611.11, Lots 405 and 413, and Block 5500, Lot 4, Ocean City, New Jersey from John D. Leahy and Ann M. Leahy.

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.

BAY AVENUE

(COUNTY ROAD NO.19 - TOWNSEND'S INLET - OCEAN CITY)

STREET

STREET

SIMPSON

AVENUE

AVENUE

AVENUE

AVENUE

AVENUE

HAVEN

WEST

ASEBURY

CENTRAL

FIFTYNINTH

Highly

MINNESOTA

FIFTY-SIXTH

FLYING

U.S. DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
LOCAL PROPERTY AND PUBLIC UTILITY TAXES

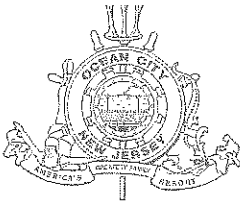
APPROVED AS A TAX MAP PRESENTED TO THE
PROPERTY TAX COMMISSIONERS OF 1912, ST.
FOR THE DIVISION OF TAXATION

J. H. [Signature]

BY _____ PER _____
LA. 18200 SUPERINTENDENT

DATE APR 10 1931 SERIAL NO. 398

404	403	402	401	30
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CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: February 1, 2018
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Ordinance Authorizing Gift of Beach/Dune Lots

Periodically, the City is approached by owners of property which cannot be developed with an offer to convey the property to the City. New Jersey law permits a municipality to accept a gift of real property by adopting an ordinance authorizing the acquisition.

In the case of Block 5501, Lot 16, Block 611.11, Lots 405 and 413, and Block 5500, lot 4, the lots are all on the oceanward side of the bulkhead, and are already subject to a beach easement in favor of the City.

Attached hereto is a portion of the tax map with the property highlighted in orange. The current owners of the property to be gifted have a home built on Block 5501, Lot 6, commonly known as 5525 Central Avenue.

ORDINANCE NO. 18-02

A BOND ORDINANCE APPROPRIATING \$5,700,500.00 AND AUTHORIZING THE ISSUANCE OF \$5,415,475.00 IN BONDS AND NOTES OF THE CITY OF OCEAN CITY FOR THE VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF OCEAN CITY, NEW JERSEY

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

Section 1. The several improvements described in Section 3 of this Bond Ordinance are hereby respectively authorized as general improvements to be made or acquired by Ocean City, New Jersey for said several improvements or purposes stated in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to \$5,700,500.00 including the aggregate sum of \$285,025.00 from Capital Improvement Fund as the several down payments for said improvements for purposes required by law and more particularly described in Section 3 and now available therefore by virtue of a provision in a previously adopted budget or budgets of the City for down payment or for capital improvement or purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$5,700,500.00 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the City of Ocean City are hereby authorized to be issued in the principal amount of \$5,415,475.00 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding \$5,415,475.00 are hereby authorized to be issued pursuant to and within the limitations prescribed by said law.

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

SEE ATTACHED SECTION 3

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

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

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

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this Bond Ordinance is 7.82 years.

(c) The supplemental debt statement required by the said law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statements show that the gross debt of the City as defined in said law is increased by the authorization of the bonds and notes provided for in this Bond Ordinance by \$5,415,475.00 and the said obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said law.

(d) Amounts not exceeding \$750,000.00 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering cost and other items of expense listed in and permitted under Section 40A:2-20 of said Law, may be included as part of the cost of said improvements are included in the foregoing estimate therefore.

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

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

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

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

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

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

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

Section 3 of Bond Ordinance 18-02

<u>Improvement or Purpose</u>	<u>Improvement Authorization</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Useful Life</u>
(A) Improvements to the Ocean City beachfront including but not limited to a beachfront renourishment project in conjunction with the US Army Corps and the State of New Jersey, as well as dune maintenance and ADA access improvements	\$ 750,000	\$ 712,500	10
(B) Improvement by construction, rehabilitation, and repair of public buildings including but not limited to LED lighting improvements, boiler upgrades and replacements, Public Works carbon monoxide system, Civic Center HVAC, Humane Society and Art Center repairs, as well as various general HVAC, window, door, and lighting repairs and improvements to public buildings, and all items incidental thereto	\$ 1,082,500	\$ 1,028,375	10
(C) Improvement by construction, rehabilitation, and repair of public facilities including but not limited to the Community Center pool repairs, bleacher replacements, LED lighting at Carey Field, golf course upgrades, citywide landscaping and fencing, and general improvements to various public areas and other recreational facilities	\$ 1,385,000	\$ 1,315,750	10
(D) Acquisition by public purchase of the following vehicles and equipment including but not limited to 4x4 pick up/beach trucks, a Heavy Duty Dump Truck, Load and Pack vehicles, a wheel loader, two ambulances, Fire and Police SUV's, and vehicle rehab and all items incidental thereto	\$ 1,530,000	\$ 1,453,500	5
(E) Acquisition of the following equipment including but not limited to Music Pier and Aquatic & Fitness Center equipment as well as various safety equipment for the Fire, Police and Beach Patrol operations and other various departmental equipment	\$ 373,000	\$ 354,350	5
(F) Acquisition of the following communications equipment including but not limited to Communications-radio upgrades for the Fire Department, and General Communications/AT Equipment (citywide)	\$ 580,000	\$ 551,000	5
	<u>\$ 5,700,500</u>	<u>\$ 5,415,475</u>	<u>7.82</u>

ORDINANCE NO. 18-03

AN ORDINANCE OF THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY, NEW JERSEY, AUTHORIZING THE DEDICATION AND NAMING OF "HAUL ROAD"

WHEREAS, pursuant to N.J.S.A. 40:48-2, the City of Ocean City is authorized to adopt an Ordinance for the preservation of public health, safety and welfare; and

WHEREAS, pursuant to N.J.S.A. 40:67-1 et seq., the City of Ocean City is authorized to ascertain and establish the boundaries of streets in the municipality, and provide for the naming of same; and

WHEREAS, the City of Ocean City has constructed a temporary haul road between Roosevelt Boulevard and Confined Disposal Facility, located in the City of Ocean City in tax block 3350.01, lot 17 and described as the attached Deed Description ("the Haul Road"); and,

WHEREAS, the City has determined that it would serve a public purpose and support the City's dredging program to dedicate and name the Haul Road;

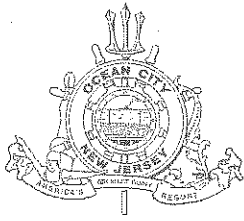
NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Ocean City, New Jersey that the Mayor or his designee is authorized to execute a deed dedicating the Haul Road and name it "Haul Road".

BE IT FURTHER ORDAINED that a copy of the within ordinance shall, after the passage of same, be filed in the Office of the Clerk of Cape May County.

BE IT FURTHER ORDAINED all ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED that 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.

BE IT FURTHER ORDAINED that this ordinance shall take effect following adoption and approval in a time and manner prescribed by law.




OFFICE OF ADMINISTRATION

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: City Council Members
FROM: Jim Mallon 
CC: Mayor Jay Gillian
DATE: February 6, 2018
RE: Ordinance – Dedication and Naming of Haul Road

The attached ordinance establishes and names the existing haul road from Roosevelt Blvd to CDF 83. The purpose of the dedication and naming of this road is to carve it out from the extremely large block in which it is located, thereby minimizing permit fees associated with approval of the road by the regulatory agencies currently reviewing our dredging permit.

Permit fees are based upon the size of the parcel being approved. The adoption of this ordinance is expected to result in substantial saving in permit fees, which will be based on the size of the road as opposed to the size of the entire block.

I appreciate your support.

FEBRUARY 6, 2018

DEED DESCRIPTION
HAUL ROAD RIGHT-OF-WAY
ON
BLOCK 3350.01, LOT 17
OCEAN CITY, CAPE MAY COUNTY, NEW JERSEY

BEGINNING at a point in the northerly line of Roosevelt Boulevard (130.00 feet wide R.O.W.), said point bearing North 84° 34' 56" West, a distance of 1,355.01 feet from the intersection of said northerly line of Roosevelt Boulevard with the north westerly line of Bay Avenue (75.00 feet wide R.O.W.), said point having New Jersey State Plane Coordinates (NAD 83) of N:458355.810, E:152880.159 and running; thence,

1. Along said line of Roosevelt Boulevard, South 84° 34' 56" West, a distance of 133.00 feet to a point, thence;

Through Lot 17, Block 3350.01 the following twenty (20) courses:

2. North 05° 19' 49" West, a distance of 141.78 feet to a point of curvature, thence;
3. Along a curve bearing to the right having a radius of 115.00 feet, a distance along the curve of 46.27 feet, a chord bearing of North 06° 11' 46" East, 45.96 feet to a point of tangency, thence;
4. North 17° 43' 21" East, a distance of 85.87 feet to a point of curvature, thence;
5. Along a curve bearing to the left having a radius of 65.00 feet, a distance along the curve of 43.33 feet, a chord bearing of North 01° 22' 22" West, 42.53 feet to a point of tangency, thence;
6. North 20° 28' 06" West, a distance of 848.38 feet to a point of curvature, thence;
7. Along a curve bearing to the right having a radius of 225.00 feet, a distance along the curve of 35.42 feet, a chord bearing of North 15° 57' 28" West, 35.39 feet to a point of tangency, thence;
8. North 11° 26' 51" West, a distance of 117.02 feet to a point, thence;
9. South 78° 33' 09" West, a distance of 45.00 feet to a point, thence;
10. North 11° 26' 51" West, a distance of 119.03 feet to a point, thence;
11. North 33° 33' 09" East, a distance of 70.00 feet to a point, thence;

*Metes and Bounds Description
Haul Road Right of Way Desc
for Ocean City*

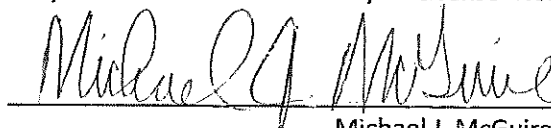
Page 2 of 2

12. North 78° 33' 09" East, a distance of 45.50 feet to a point, thence;
13. South 11° 26' 51" East, a distance of 285.54 feet to a point of curvature, thence;
14. Along a curve bearing to the left having a radius of 175.00 feet, a distance along the curve of 27.55 feet, a chord bearing of South 15° 57' 28" East, 27.52 feet to a point of tangency, thence;
15. South 20° 28' 06" East, a distance of 848.38 feet to a point of curvature, thence;
16. Along a curve bearing to the right having a radius of 115.00 feet, a distance along the curve of 76.65 feet, a chord bearing of South 01° 22' 22" East, 75.24 feet to a point of tangency, thence;
17. South 17° 43' 21" West, a distance of 85.87 feet to a point of curvature, thence;
18. Along a curve bearing to the left having a radius of 65.00 feet, a distance along the curve of 26.15 feet, a chord bearing of South 06° 11' 46" West, 25.98 feet to a point of tangency, thence;
19. South 05° 19' 49" East, a distance of 96.57 feet to a point, thence;
20. North 84° 40' 11" East, a distance of 83.00 feet to a point, thence;
21. South 05° 19' 49" East, a distance of 45.00 feet to the point and place of BEGINNING.

Containing 1.94± Acres of land.

As shown on a plan entitled "Plan of Proposed Haul Road Right-of-Way, Confined Disposal Facility #83, Access Road, situated in Ocean City, Cape May County, New Jersey", prepared by ACT Engineers, Inc., 1 Washington Blvd, Robbinsville, NJ 08691, dated February 6, 2018, and is marked as ACT Engineers, Inc. project no. 150709-00. A reduced copy of said plan is attached hereto and made a part hereof.

Description prepared by Michael J. McGuire, New Jersey Professional Land Surveyor License No. 24GS03674800.



Michael J. McGuire
New Jersey Professional Land Surveyor
License No. 24GS03674800

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#1

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY
CONTRACT #18-28, ACQUISITION OF TWO (2) MODEL YEAR 2018 OR NEWER ONE-MAN
REFUSE COLLECTION SYSTEM VEHICLES**

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 #18-28, Acquisition of Two (2) Model Year 2018 or Newer One-Man Refuse Collection System Vehicles.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, February 28, 2018 with the bid proposal opening scheduled on Tuesday, March 13, 2018 and an anticipated date of award on Thursday, March 22, 2018.

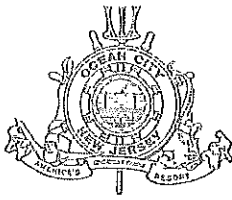
Files: RAU CC 18-28 Acquisition of Two (2) Model Year 2018 or Newer One-Man Refuse Collection System Vehilces.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

Memo

To: Joseph Clark, Purchasing Agent
From: Michael Rossbach, Public Works
CC: Jim Mallon, Joseph Berenato, Frank Donato, Jason Sieira
Date: February 8, 2018
Re: Two Broyhill Load and Packs

Public Works is requesting support and approval to purchase two (2) new 2018 Broyhill Load and Packs for the Environmental Operations Division of the Public Works Department. This acquisition is supported by the 2018 Capital Plan and will be purchased through the public bidding process. The purchase of these units will replace PW-E14, a 2008 Load and Pack which caught fire and was a total loss. We also plan to replace PW-E11 a 2000 Load and Pack, which will be parked and scavenged for parts.

As you know the Load and Pack tractors are used up to seven days a week (during the season) to empty the several hundred recycling and trash containers on the beach. They work on the beach from the first day we start placing trash and recycle cans until all the cans are removed from the beach at the end of the season. They are essential in keeping up with the pressure that the summer season brings to the Ocean City beaches and are a large part of why our beaches look so good.

The new units will have upgraded comfort and safety features not currently on the machines we own. An air ride seat is standard so the operator doesn't get bounced around as much. A camera system so the operators can be more aware of their surroundings, especially when backing up. They will have self dumping compactors so we don't have to off load the containers. This has been an issue with both our seasonal staff operating them and our waste hauler emptying them. Finally they will have the latest diesel engine technology for a cleaner environment.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#2

**AUTHORIZING THE AWARD OF CITY CONTRACT #18-23,
2018 BEACH OUTFALL IMPROVEMENTS AT VARIOUS LOCATIONS**

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-024 on Thursday, January 11, 2018 for City Contract #18-23, 2018 Beach Outfall Improvements at Various Locations; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 17, 2018, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us and the Invitation for Bid Proposals was distributed to sixteen (16) prospective bidder(s) for City Contract #18-23, 2018 Beach Outfall Improvements at Various Locations; and

WHEREAS, bid proposals were opened for City Contract #18-23, 2018 Beach Outfall Improvements at Various Locations on Tuesday, February 6, 2018 and five (5) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; 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 bid proposals and specifications and recommended that City Contract #18-23, 2018 Beach Outfall Improvements at Various Locations be awarded to Fred M. Schiavone, the lowest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #18-23, 2018 Beach Outfall Improvements at Various Locations be and is hereby awarded to the following lowest responsible bidder:

Fred M. Schiavone P.O. Box 416 Malaga, NJ 08328

<u>Item</u>	<u>Description</u>	<u>Quantity</u>		<u>Amount</u>	<u>Total Amount</u>
Base Bid					
1	Soil Erosion & Sediment Control	1	Lump Sum	\$ 560.00	\$ 560.00
2	Maintenance & Protection of Traffic	1	Lump Sum	\$ 26,880.00	\$ 26,880.00
3	Manhole Support System	1	Unit	\$,979.20	\$ 2,979.20
4	36" Diameter Pipe Support System	70	Units	\$ 5,958.40	\$ 417,088.00
5	36" High Density Polyethylene Culvert Pipe	160	L.F.	\$ 147.84	\$ 23,654.40
6	36" Ductile Iron Culvert Pipe, Class 52	1,360	L.F.	\$ 273.84	\$ 372,422.40
7	36" Ductile Iron Culvert Pipe, Class 52, T	3	Units	\$ 14,286.72	\$ 42,860.16
8	Storm Sewer Manholes, 6' Diameter	2	Units	\$ 13,440.00	\$ 26,880.00
9	Connect to Existing Storm Sewer	1	Unit	\$ 1,680.00	\$ 1,680.00
10	Cape' American Beachgrass	11,000	Units	\$ 1.51	\$ 16,610.00
11	Hot Mix Asphalt Surface Course, Mix 9.5m64, 1 ½" Thick	20	L.F.	\$ 89.60	\$ 1,792.00
12	Concrete Sidewalk, 4" Thick	22	Units	\$ 28.00	\$ 616.00
13	8"x18" Concrete Vertical Curb	25	L.F.	\$ 39.20	\$ 980.00
14	Inlets, Type "E"	1	Unit	\$ 4,256.00	\$ 4,256.00
15	Boardwalk Restoration, 13 th Street	1	Lump Sum	\$ 29,960.00	\$ 29,960.00
16	Boardwalk Restoration, 3 rd Street	1	Lump Sum	\$ 13,216.00	\$ 13,216.00
Total Amount Bid, Base Bid, Items 1 - 16:					\$ 982,434.16

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

Fred M. Schiavone (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>		<u>Amount</u>	<u>Total Amount</u>
Alternate Bid - 12 th Street					
17	Soil Erosion & Sediment Control	1	Lump Sum	\$ 560.00	\$ 560.00
18	Maintenance & Protection of Traffic	1	Lump Sum	\$ 10,640.00	\$ 10,640.00
19	Manhole Support System	1	Unit	\$ 2,979.20	\$ 2,979.20
20	36" Diameter Pipe Support System	19	Units	\$ 5,395.04	\$ 102,505.76
21	36" Ductile Iron Culvert Pipe, Class 52	380	L.F.	\$ 273.84	\$ 104,059.20
22	36" Ductile Iron Culvert Pipe, Class 52, T	1	Unit	\$ 14,286.72	\$ 14,286.72
23	Storm Sewer Manholes, 6' Diameter	1	Unit	\$ 13,440.00	\$ 13,440.00
24	Cape' American Beachgrass	275	Units	\$ 1.51	\$ 415.25

Total Amount Bid, Alternate Bid, Items 17 - 24: \$ 248,886.13

Total Amount Bid, Items 1 - 24: \$ 1,231,320.29

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Fred M. Schiavone, P.O. Box 416, Malaga, NJ 08328 for City Contract #18-23, 2018 Beach Outfall Improvements at Various Locations 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 the following Capital Account # C-04-55-303-010.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

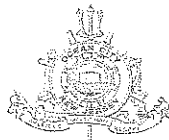
Files: RAW 18-23 2018 Beach Outfall Improvement\,doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



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, February 6, 2018 @ 2:00 P.M., EDT
CITY CONTRACT #: 18-23
PROPOSAL NAME: 2018 Beach Outfall Improvements at Various Locations

NAME, ADDRESS & BID OF EACH BIDDER				Agate Construction Company, Inc.		Arthur R. Henry, Inc.		Fred M. Schiavone		South State		Walters Marine Construction, Inc.	
Key: Apparent Low Bidder Engineer's Estimate, Base Bid: \$1,538,450.00 Engineer's Estimate, Alternate Bid: \$376,275.00				PO Box 107		3031 Ocean Heights Avenue		P.O. Box 416		202 Reeves Road		414 Woodbine Ocean View Road	
				Oceanview, NJ 08230		Egg Harbor Township, NJ 08234		Malaga, NJ 08328		Bridgeton, NJ 08302		Ocean View NJ 08230	
				James E. Johnston, III		Ralph R. Henry, Jr. - President		Roberta M. Schiavone		Alex L. Lopez, Resident		David E. Southard, Secretary	
				P: 609-624-9090		609-927-6660		P: 856-697-4558		P: 856-369-2977		P: 609-624-8702	
				F: 609-624-0957		609-927-4780		F: 856-697-9612		F: 856-455-3461		F: 609-624-8703	
				estimating@agateconstruction.net		Grant@arhenry.com		roberta@fmschiavone.com		alopez@southstateinc.com		office@waltersmarineconstruction.com	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID													
1	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$ 848,630.00	\$ 848,630.00	\$ 500.00	\$ 500.00	\$ 560.00	\$ 560.00	\$ 422,000.00	\$ 422,000.00	\$ 500.00	\$ 500.00
2	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LUMP SUM	\$ 0.01	\$ 0.01	\$ 31,300.00	\$ 31,300.00	\$ 26,880.00	\$ 26,880.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
3	MANHOLE SUPPORT SYSTEM	1	UNIT	\$ 3,300.00	\$ 3,300.00	\$ 1,000.00	\$ 1,000.00	\$ 2,979.20	\$ 2,979.20	\$ 6,900.00	\$ 6,900.00	\$ 4,000.00	\$ 4,000.00
4	36" DIAMETER PIPE SUPPORT SYSTEM	70	UNITS	\$ 3,475.00	\$ 243,250.00	\$ 18,500.00	\$ 1,295,000.00	\$ 5,958.40	\$ 417,088.00	\$ 8,000.00	\$ 560,000.00	\$ 8,500.00	\$ 595,000.00
5	36" HIGH DENSITY POLYETHYLENE CULVERT PIPE	160	L.F.	\$ 92.00	\$ 14,720.00	\$ 250.00	\$ 40,000.00	\$ 147.84	\$ 23,654.40	\$ 230.00	\$ 36,800.00	\$ 300.00	\$ 48,000.00
6	36" DUCTILE IRON CULVERT PIPE, CLASS 52	1,360	L.F.	\$ 192.00	\$ 261,120.00	\$ 400.00	\$ 544,000.00	\$ 273.84	\$ 372,422.40	\$ 275.00	\$ 374,000.00	\$ 300.00	\$ 408,000.00
7	36" DUCTILE IRON CULVERT PIPE, CLASS 52, T	3	UNITS	\$ 21,750.00	\$ 65,250.00	\$ 25,000.00	\$ 75,000.00	\$ 14,286.72	\$ 42,860.16	\$ 20,000.00	\$ 60,000.00	\$ 24,000.00	\$ 72,000.00
8	STORM SEWER MANHOLES, 6' DIAMETER	2	UNITS	\$ 6,450.00	\$ 12,900.00	\$ 20,000.00	\$ 40,000.00	\$ 13,440.00	\$ 26,880.00	\$ 11,000.00	\$ 22,000.00	\$ 8,000.00	\$ 16,000.00
9	CONNECT TO EXISTING STORM SEWER	1	UNIT	\$ 1,050.00	\$ 1,050.00	\$ 5,000.00	\$ 5,000.00	\$ 1,680.00	\$ 1,680.00	\$ 5,200.00	\$ 5,200.00	\$ 750.00	\$ 750.00
10	CAPE' AMERICAN BEACHGRASS	11,000	UNITS	\$ 1.63	\$ 17,930.00	\$ 5.00	\$ 55,000.00	\$ 1.51	\$ 16,610.00	\$ 1.25	\$ 13,750.00	\$ 1.20	\$ 13,200.00
11	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M/64, 1 1/2" THICK	20	L.F.	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 89.60	\$ 1,792.00	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00
12	CONCRETE SIDEWALK, 4" THICK	22	UNITS	\$ 185.00	\$ 4,070.00	\$ 100.00	\$ 2,200.00	\$ 28.00	\$ 616.00	\$ 230.00	\$ 5,060.00	\$ 65.00	\$ 1,430.00
13	8"x18" CONCRETE VERTICAL CURB	25	L.F.	\$ 45.00	\$ 1,125.00	\$ 100.00	\$ 2,500.00	\$ 39.20	\$ 980.00	\$ 110.00	\$ 2,750.00	\$ 55.00	\$ 1,375.00
14	INLETS, TYPE "E"	1	UNIT	\$ 3,600.00	\$ 3,600.00	\$ 5,500.00	\$ 5,500.00	\$ 4,256.00	\$ 4,256.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
15	BOARDWALK RESTORATION, 13TH STREET	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 29,960.00	\$ 29,960.00	\$ 25,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00
16	BOARDWALK RESTORATION, 3RD STREET	1	LUMP SUM	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 13,216.00	\$ 13,216.00	\$ 25,000.00	\$ 25,000.00	\$ 42,000.00	\$ 42,000.00
Total Amount Bid, Base Bid, Items 1 - 16:				\$1,485,145.01		\$2,100,000.00		\$982,434.16		\$1,568,460.00		\$1,277,255.00	
17	SOIL EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$ 86,175.00	\$ 86,175.00	\$ 500.00	\$ 500.00	\$ 560.00	\$ 560.00	\$ 132,000.00	\$ 132,000.00	\$ 500.00	\$ 500.00
18	MAINTENANCE & PROTECTION OF TRAFFIC	1	LUMP SUM	\$ 0.01	\$ 0.01	\$ 30,000.00	\$ 30,000.00	\$ 10,640.00	\$ 10,640.00	\$ 1,000.00	\$ 1,000.00	\$ 50.00	\$ 50.00
19	MANHOLE SUPPORT SYSTEM	1	UNIT	\$ 3,300.00	\$ 3,300.00	\$ 8,000.00	\$ 8,000.00	\$ 2,979.20	\$ 2,979.20	\$ 6,900.00	\$ 6,900.00	\$ 4,000.00	\$ 4,000.00
20	36" DIAMETER PIPE SUPPORT SYSTEM	19	UNITS	\$ 3,475.00	\$ 66,025.00	\$ 18,500.00	\$ 351,500.00	\$ 5,995.04	\$ 102,505.76	\$ 8,000.00	\$ 152,000.00	\$ 8,500.00	\$ 161,500.00
21	36" DUCTILE IRON CULVERT PIPE, CLASS 52	380	L.F.	\$ 190.00	\$ 72,200.00	\$ 400.00	\$ 152,000.00	\$ 273.84	\$ 104,059.20	\$ 250.00	\$ 95,000.00	\$ 300.00	\$ 114,000.00
22	36" DUCTILE IRON CULVERT PIPE, CLASS 52, T	1	UNIT	\$ 21,750.00	\$ 21,750.00	\$ 25,000.00	\$ 25,000.00	\$ 14,286.72	\$ 14,286.72	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00	\$ 24,000.00
23	STORM SEWER MANHOLES, 6' DIAMETER	1	UNIT	\$ 6,850.00	\$ 6,850.00	\$ 20,000.00	\$ 20,000.00	\$ 13,440.00	\$ 13,440.00	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00
24	CAPE' AMERICAN BEACHGRASS	275	UNITS	\$ 1.63	\$ 448.25	\$ 5.00	\$ 1,375.00	\$ 1.51	\$ 415.25	\$ 1.25	\$ 343.75	\$ 1.20	\$ 330.00
Total Amount Bid, Alternate Bid, Items 17 - 24:				\$256,748.26		\$588,375.00		\$248,886.13		\$418,243.75		\$312,380.00	
Total Amount Bid, Items 1 - 24:				\$1,741,893.27		\$2,688,375.00		\$1,231,320.29		\$1,986,703.75		\$1,589,635.00	

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, February 6, 2018 @ 2:00 P.M., EDT
CITY CONTRACT #: 18-23
PROPOSAL NAME: 2018 Beach Outfall Improvements at Various Locations

NAME, ADDRESS & BID OF EACH BIDDER				Agate Construction Company, Inc.		Arthur R. Henry, Inc.		Fred M. Schiavone		South State		Walters Marine Construction, Inc.	
Key: Apparent Low Bidder Engineer's Estimate, Base Bid: \$1,538,450.00 Engineer's Estimate, Alternate Bid: \$376,275.00				PO Box 107		3031 Ocean Heights Avenue		P.O. Box 416		202 Reeves Road		414 Woodbine Ocean View Road	
				Oceanview, NJ 08230		Egg Harbor Township, NJ 08234		Malaga, NJ 08328		Bridgeport, NJ 08302		Ocean View NJ 08230	
				James E. Johnston, III		Ralph R Henry, Jr. - President		Roberta M. Schiavone		Alex L. Lopez, Resident		David E. Southard, Secretary	
				P: 609-624-9090		609-927-6660		P: 856-697-4558		P: 856-369-2977		P: 609-624-8702	
				F: 609-624-0957		609-927-4780		F: 856-697-9612		F: 856-455-3461		F: 609-624-8703	
				estimating@agateconstruction.net		Grant@arhenry.com		roberta@fmschiavone.com		alopez@southstateinc.com		office@waltersmarineconstruction.com	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
REQUIRED INFORMATION													
	Required Number of Copies (2):			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Bid Deposit/Bond:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Consent of Surety:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Buy American Certification			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Right to Extend - Time for Award:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Statement of Ownership Disclosure:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Non-Collusion Affidavit:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Mandatory Equal Employment Opportunity Language:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Affirmative Action Regulation Compliance Notice:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Required Subcontractors Listing (None Required):			Y/N	Yes	Y/N	Yes	Y/N	One - Elec	Y/N	Yes	Y/N	One - Elec
	Acknowledge of Receipt of Addenda:			Y/N	None Issued	Y/N	None Issued	Y/N	None Issued	Y/N	None Issued	Y/N	None Issued
	Disclosure of Investment Activities in Iran Statement-Two Part Form:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Business Registration Certificate (BRC):			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Business Registration Certificate for Subcontractors (BRC):			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Public Works Contractors Registration Act Certificate:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	NJ Public Works Contractors Registration Act Certificate for Subcontractors:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	Statement of Authority:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
	W-9:			Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ADMINISTRATION

Emergency Management • Engineering and Construction • Human Resource • Information Technology • Planning & Zoning • Purchasing

Memo

To: Joseph Clark, QPA, Purchasing Manager

From: Arthur J. Chew, PE, PP, CFM, CME, CPWM

CC:

Date: February 9, 2018

Re: Recommendation of Award - Contract 18-23 – Job # 3-2018-023

I have reviewed the qualifications and bid prices of Fred M. Schiavone and find them acceptable. The company has recently worked on similar projects within the City of Ocean City including installing similar drainage systems under the boardwalk as part of the boardwalk reconstruction. Their previous work has been generally acceptable and I have no objection with the contract being awarded to Fred M. Schiavone.

This project consists of the removal of the existing ocean outfalls at the following locations:

13th Street – Remove existing outfall pipe and replacing the outfall with a 36" ductile iron pipe. Work shall consist of the installation of the 36" pipe through the dunes, beach, and bulkhead then installing a new manhole immediately landward of the bulkhead. This contract's work will end at this point and a future contract will complete the drainage installation and road improvements on the west side for the bulkhead.

6th Street – Remove existing outfall pipe and replacing the outfall with a 36" ductile iron pipe. The City previously installed 36" pipe and new manhole structures on both sides of the boardwalk. Work shall consist of the installation of the 36" pipe through beach while connecting to the existing manhole on the east side of the boardwalk.

3rd Street – Remove existing outfall pipe and replacing the outfall with a 36" ductile iron pipe. Work shall consist of the installation of the 36" pipe through the dunes and beach then installing a new manhole on piling on the beach. While connecting to the existing manhole on the east side of the boardwalk. The new

pipe shall continue under the boardwalk and then a new E inlet will be installed with associated concrete curb and sidewalk repairs.

12th Street – Remove existing outfall pipe and replacing the outfall with a 36" ductile iron pipe. Work shall consist of the installation of the 36" pipe through the dunes and beach then installing a new manhole on piling on the beach while connecting to the existing drainage pipe.

AJC

\\OCESERVER\\NetworkShare\\Engineering\\3-Roads and Drainage\\3-2018-023 2018 Beach Outfall Improvements at Various Locations\\Letters\\18-23 Recommendation to Award.doc

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#3

AUTHORIZING THE AWARD OF CITY CONTRACT #18-24,
LEASE OF CITY OWNED BEACH PARCELS

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-025 on Thursday, January 11, 2018 for City Contract #18-24, Lease of City Owned Beach Parcels; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 17, 2018 the Notice to Bidders was posted on the City of Ocean City's website, www.ocnj.us and distributed to four (4) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #18-24, Lease of City Owned Beach Parcels on Tuesday, February 6, 2018 and three (3) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, James V. Mallon, Business Administrator; Frank Donato, III, CFO, Director of Finance; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-24, Lease of City Owned Beach Parcels; Item #21 be awarded to Beachside Rentals; Items #13 & 14 be awarded to Oves Restaurant, LLC and Items #11, 12 & 46 be awarded to Surf & Sand Beach Service, the highest responsible bidders and that the remaining items be rebid; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #18-24, Lease of City Owned Beach Parcels be and is hereby awarded to the following highest responsible bidders:

Beachside Rentals
18 Galie Way
Royersford, PA 19486

Item	Description	Quantity	Minimum Bid	Total Bid
21	Tax Block 3400, comprising of lots 2 & 3 located at 3409-3411, 3413-3415 Wesley Avenue	1 each	\$ 275.00	\$ 275.00
Total Amount of One (1) Item Awarded to Beachside Rentals.....				\$ 275.00

Oves Restaurant, LLC
934 4th Street
Ocean City, NJ 08226

Item	Description	Quantity	Minimum Bid	Total Bid
13	Tax Block 301, comprising of lots 7, 8, 9 & 10 located between 4th Street & Park Place at the Boardwalk	1 each	\$ 275.00	\$ 326.00
14	Tax Block 400, comprising of lots 10 & 11 located at 400 Boardwalk & 923 Brighton Place	1 each	\$ 275.00	\$ 326.00
Total Amount of Two (2) Items Awarded to Oves Restaurant, LLC.....				\$ 652.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Surf & Sand Beach Service 1113 Haven Avenue Ocean City, NJ 08226				
------------------------------------------------------------------------	--	--	--	--

Item	Description	Quantity	Minimum Bid	Total Bid
11.	Tax Block 100, comprising of lots 6 & 6.01 located at 924-928 1 st Street & Boardwalk	1 each	\$ 275.00	\$ 307.00
12.	Tax Block 202, comprising of lot 8, located at 232-242 Boardwalk	1 each	\$ 275.00	\$ 277.00
46.	Tax block 5901, comprising of lots 1 & 2 located on the beach between the South side of 59th Street to the North side of 60th Street, plus an additional 110' of space northeasterly of 59th Street	1 each	\$ 275.00	\$ 276.00
Total Amount of Three (3) Items Awarded to Surf & Sand Beach Service.....				\$ 860.00

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contracts Beachside Rentals, 18 Galie Way, Royersford, PA 19486; Oves Restaurant, LLC, 934 4th Street, Ocean City, NJ 08226 and Surf & Sand Beach Service, 1113 Haven Avenue, Ocean City, NJ 08226 and for a period of eighteen weeks beginning with the 2018 season - Saturday, May 19, 2018 and shall terminate on Saturday, September 22, 2018 providing performance under this contract is satisfactory the contract may be extended an additional 2 seasons (36 weeks)or City Contract #18-24, Lease of City Owned Beach Parcels; Item #11, 12, 13, 14, 21 & 46 as listed and in accordance with the bid specifications and the submitted bid proposal form.

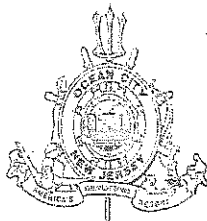
Peter V. Madden
Council President

Files: RAW 18-24, Lease of City Owned Beach Parcels.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 2018

NAME	AYE	NAY	ABSENT	ABSTAINED	
Barr	_____	_____	_____	_____	
Bergman	_____	_____	_____	_____	
DeVlieger	_____	_____	_____	_____	
Hartzell	_____	_____	_____	_____	
Madden	_____	_____	_____	_____	
McClellan	_____	_____	_____	_____	
Wilson	_____	_____	_____	_____	
				 Melissa G. Rasner, City Clerk



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, February 6, 2018 @ 2:00 P.M., EST
City Contract #: 18-24
Proposal Name: Lease of City Owned Beach Parcels

Name, Address &
Bid of Each Bidder

Recommended for Award

Beachside Rentals
18 Galie Way
Royersford, PA 19486
Elizabeth M. Ramsey, Owner
P: (610) 613-2705
E: betsy.ramsey@gmail.com

Oves Restaurant, LLC
934 4th Street
Ocean City, NJ 08226
Thomas R. Oves, Sr., Owner
P: (609) 335-0541
E: N/A

Surf & Sand Beach Service
1113 Haven Avenue
Ocean City, NJ 08226
James N. Townsend II, Owner
P: (609) 399-4452 & (610) 842-1292
E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Mimimum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
1	Tax Block 70.41, comprising of lots 1, 5 & 6 located along Beach Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
2	Tax Block 70.42, comprising of lots 1, 2, 3 & 6 located along Beach Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
3	Tax Block 70.43, comprising of lot 1 inclusive, located along East Atlantic Boulevard from Surf Road to Beach Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
4	Tax Block 70.44, comprising of lots 8 & 9.01 16, 16.01, 16.02, 16.03, 19 & 21 located at 323 E. Atlantic Boulevard, 300-338 Waverly Boulevard, Surf & Seaspray Roads	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
5	Tax Block 70.49, comprising of lot 15 located at Newcastle Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
6	Tax Block 70.50, comprising of lot 14 located between Seacliff & Seacreast Roads	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
7	Tax Block 70.51, comprising of lot 10 located between Seacliff & Seaspray Roads	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -

Summary of Bid Proposals

Date Received: Tuesday, February 6, 2018 @ 2:00 P.M., EST

City Contract #: 18-24

Proposal Name: Lease of City Owned Beach Parcels

By the Governing Body of the City of Ocean City, NJ

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Bid of Each Bidder

Recommended for Award

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E: betsy.ramsey@gmail.com

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E: N/A

Surf & Sand Beach Service

1113 Haven Avenue

Ocean City, NJ 08226

James N. Townsend II, Owner

P: (609) 399-4452 & (610) 842-1292

E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Minimum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
8	Tax Block 70.52, comprising of lot 3 located between Seaspray & Great Egg Harbor Inlet Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
9	Tax Block 70.62, comprising of lot 1 located between Surf & Seaspray Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
10	Tax Block 70.99, comprising of lots 1, 2.01 & 3 located between Surf & Seaspray Road, Beachfront at Waverly & 247 Waverly Road	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
11	Tax Block 100, comprising of lots 6 & 6.01 located at 924-928 First Street & Boardwalk	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ 307.00
12	Tax Block 202, comprising of lot 8 located at 232-242, Boardwalk	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ 277.00
13	Tax Block 301, comprising of lots 7, 8, 9 & 10 located between 4th Street & Park Place at the Boardwalk, 921-925 4th Street	1	\$ 275.00	\$ -	\$ 275.00	\$ 326.00	\$ 275.00	\$ -
14	Tax Block 400, comprising of lots 10 & 11 located at 400 Boardwalk & 923 Brighton Place	1	\$ 275.00	\$ -	\$ 275.00	\$ 326.00	\$ 275.00	\$ -
15	Tax Block 1801, comprising of lots 12 & 13 located at 1822-1832 at the Boardwalk	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
16	Tax Block 2900, comprising of lot 9 located at 2630 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
17	Tax Block 3000, comprising of lot 4 located at 3013-3021 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -

Summary of Bid Proposals

Date Received: Tuesday, February 6, 2018 @ 2:00 P.M., EST

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James N. Townsend II, Owner

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E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Mimumum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
18	Tax Block 3100, comprising of lots 2, 4 & 6 located at 3105-3107, 3123-3129 & 3137-3139 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
19	Tax Block 3200, comprising of lots 1 & 3 located at 3201 -27 & 3233-39 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
20	Tax Block 3300, comprising of lot 1 located at 3301-3329 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
21	Tax Block 3400, comprising of lots 2 & 3 located at 3409-3411 & 3413-3415 Wesley Avenue	1	\$ 275.00	\$ 275.00	\$ 275.00	\$ -	\$ 275.00	\$ -
22	Tax Block 3500, comprising of lots 1, 3, 4, 5 & 6 located at 3501-3507, 3513-3521, 3521-3523 & 3525-3531 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
23	Tax Block 3600, comprising of lots 1, 2, 3 & 5 located at 3601-3607, 3609-3613, 3617-3623 & 3633-3635 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
24	Tax Block 3700, comprising of lots 1, 2, 2.01, 3, 4, 5, 6 & 7 located at 3701-07, 3709-11, 3713-15, 3717-19, 3721-23, 3725-27 & 3733-35 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -

Summary of Bid Proposals

By the Governing Body of the City of Ocean City, NJ

Date Received: Tuesday, February 6, 2018 @ 2:00 P.M., EST

City Contract #: 18-24

Proposal Name: Lease of City Owned Beach Parcels

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Bid of Each Bidder

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James N. Townsend II, Owner

P: (609) 399-4452 & (610) 842-1292

E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Mimimum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
25	Tax Block 3800, comprising of lots 1 & 1.01 2, 3, 4, 5 & 5.01 located along Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
26	Tax Block 3900, comprising of lot 1 located at 3901-3943 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
27	Tax Block 4001, comprising of lots 11, 12 & 13, located at 4000, 4006-10, 4014-16 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
28	Tax Block 4201, comprising of lots 12 & 13 located at 4200-4201, 4208-40 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
29	Tax Block 4301, comprising of lot 13 located at 4300-4302 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
30	Tax Block 4401, comprising of lot 13 located at 4400-4444 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
31	Tax Block 4501, comprising of lot 12 located at 4500-4544 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
32	Tax Block 4601, comprising of lot 13 located at 4600-4644 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
33	Tax Block 4701.01, comprising of lot 4 located at 47 th Street & St. David's Place (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -

Summary of Bid Proposals

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James N. Townsend II, Owner

P: (609) 399-4452 & (610) 842-1292

E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Minimum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
34	Tax Block 4701.02, comprising of lot 3 located at St. David's & Merion Place (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
35	Tax Block 4701.03, comprising of lot 4 located at 500 Merion Place & 48 th Street (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
36	Tax Block 4801, comprising of lots 12, 12.01, 14, 15, 16 & 17 located at 4800-02, 4804-06, 4812-18, 4124-26, 4820-22, 4924-34 & 4834-46 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
37	Tax Block 4901, comprising of lots 13.01, 13.02, 14, 15 & 15.01 located at 4910, 4912-14, 4916-21, 4924-26, 4928-30 & 4944-46 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
38	Tax Block 5001, comprising of lots 13, 14, 15, 16 & 17 located at 5000-06, 5010, 5012-28, 5032 & 5036-40 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -

Summary of Bid Proposals

By the Governing Body of the City of Ocean City, NJ

Date Received: Tuesday, February 6, 2018 @ 2:00 P.M., EST

City Contract #: 18-24

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Bid of Each Bidder

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E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Mimimum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
39	Tax Block 5101, comprising of lots 11, 12, 12.01, 13, 14 & 15 located at 5100-06 5108-10, 5112-14, 5116-26, 5128-30 & 5132-38 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
40	Tax Block 5201, comprising of lots 19, 20 & 21 located at 5200-14, 5216-18 & 5220-38 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
41	Tax Block 5301, comprising of lot 13 located at 5300-44 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
42	Tax Block 5401, comprising of lot 12 located at 5500-44 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
43	Tax Block 5501, comprising of lots 13, 13.01, 14, 15 & 17 located at 5500-02, 5504-06, 5508-10, 5512-14 & 5520-38 Wesley Avenue	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
44	Tax Block 5601, comprising of lots 13, 14 & 15 located at 5600-14, 5616-18 & 5620-38 Wesley Avenue (Unguarded Beach)	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -
45	Tax Block 5801, comprising of lot 1 located along Central Avenue from the South side of 58th Street to the North side of 59th Street	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ -

Summary of Bid Proposals

By the Governing Body of the City of Ocean City, NJ

Date Received: Tuesday, February 6, 2018 @ 2:00 P.M., EST

City Contract #: 18-24

Proposal Name: Lease of City Owned Beach Parcels

Name, Address &
Bid of Each Bidder

Recommended for Award

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James N. Townsend II, Owner
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E: N/A

Item	Description	Quantity	Minimum Bid	Lease Fee	Minimum Bid	LEASE FEE	MINIMUM BID	LEASE FEE
46	Tax block 5901, comprising of lots 1 & 2 located on the beach between the South side of 59th Street to the North side of 60th Street, plus an additional 110' of space northeasterly of 59th Street	1	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ 275.00	\$ 276.00
	Total Lease Fee(s) to be Paid to the City (All Items Bid):			\$ 275.00		\$ 652.00		\$ 860.00
	Total Number of Items Bid (All Items Bid):			1		2		3

Required Information

Required Number of Copies (2):	YES/NO	YES	YES/NO	YES	YES/NO	YES
Bid Deposit/Bond:	YES/NO	YES	YES/NO	YES	YES/NO	YES
Consent of Surety:	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
Buy American Certification:	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
Right to Extend - Time for Award:	YES/NO	YES	YES/NO	YES	YES/NO	YES
Statement of Ownership Disclosure:	YES/NO	YES	YES/NO	YES	YES/NO	YES
Non-Collusion Affidavit:	YES/NO	YES	YES/NO	YES	YES/NO	YES
Mandatory Equal Employment Opportunity Language:	YES/NO	YES	YES/NO	YES	YES/NO	YES
NJ Affirmative Action Regulation Complainece Notice:	YES/NO	YES	YES/NO	YES	YES/NO	YES
Required Subcontractors Listing (None Required):	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
Acknowledge of Receipt of Addenda (None Issued):	YES/NO	YES	YES/NO	YES	YES/NO	YES
Disclosure of Investment Activites in Iran Statement-Two Part Form:	YES/NO	YES	YES/NO	YES	YES/NO	YES
NJ Business Registration Certificate (BRC):	YES/NO	YES	YES/NO	YES	YES/NO	YES
NJ Business Registration Certificate for Subcontractors (BRC):	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
NJ Public Works Contractors Registration Act Certificate (Not Required):	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
NJ Public Works Contractors Registration Act Certificate for Subcontractors:	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
Required Contractual Information:	YES/NO	YES	YES/NO	YES	YES/NO	YES
Statement of Authority:	YES/NO	YES	YES/NO	YES	YES/NO	YES
W-9:	YES/NO	YES	YES/NO	YES	YES/NO	YES

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#4

**AUTHORIZING THE AWARD OF A CITY RFP #Q18-005,
ENGINEERING CONSULTANT FOR THE MUNICIPAL AIRPORT FOR
THE CITY OF OCEAN CITY**

WHEREAS, the City of Ocean City requires professional engineering & consultant services for the Ocean City Municipal Airport; and

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

WHEREAS, the Notice of Request for Proposal (RFP's) for #Q18-005, Engineering Consultant for the Municipal Airport for the City of Ocean City was advertised in the Ocean City Sentinel on Wednesday, December 13, 2017 and the Request for Proposals were posted on the City of Ocean City's website, www.ocnj.us and the Invitation for Quotes was distributed to sixteen (16) prospective bidder(s) for RFP #Q18-005, Engineering Consultant for the Municipal Airport for the City of Ocean City; and

WHEREAS, the Request for Proposal (RFP's) was received and opened for City RFP # Q18-005, Engineering Consultant for the Municipal Airport for the City of Ocean City on Tuesday, February 13, 2018 and three (3) proposal was received per the attached Summary of Quotes; and

WHEREAS, based on the review and evaluations conducted in accordance with New Jersey State Local Public Contract Law of the received proposals for City RFP # Q18-005, Engineering Consultant for the Municipal Airport for the City of Ocean City by Todd L. Dwyer, Airport Manager 26N & Manager of Public Transportation, Parking & Revenue Collection; Jason J. Sieira, Manager of Capital Planning; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager it is recommended that a contract be awarded to CDI Infrastructure, LLC d/b/a L. R. Kimball, 615 West Highland Avenue, P.O. Box #1000, Ebensburg, PA 15931; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City RFP # Q18-005, Engineering Consultant for the Municipal Airport for the City of Ocean City be and is hereby awarded to the following lowest responsible bidder; and

CDI Infrastructure, LLC d/b/a L. R. Kimball 615 West Highland Avenue, P.O. Box #1000 Ebensburg, PA 15931

<u>Item</u>	<u>Description</u>	<u>2018 Hourly Rates</u>
1.	Senior Airport Engineer	\$ 59.06
2.	Project Manager/Airport Engineer	\$ 42.09
3.	Airport Engineer-in-Training	\$ 27.40
4.	Airport Construction Manager	\$ 34.49
5.	Airport Resident Project Representative (RPR)	\$ 32.66
6.	Airport CADD Specialist	\$ 26.02
7.	Senior Airport Planner	\$ 50.18
8.	Grant Administrator	\$ 19.49
9.	Clerical	\$ 18.92
10.	Surveying - One Man	\$ 19.20
11.	Registered Surveyor	\$ 35.84
12.	Civil Engineer/ (Land Development)	\$ 53.10

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

CDI Infrastructure d/b/a L. R. Kimball (Continued)

Item	Description	2018 Hourly Rates	
13.	Civil Engineer/ (Highway Design)	\$	50.30
14.	Environmental Manager (NEPA)	\$	47.00
15.	Environmental Specialist (NEPA)	\$	27.57
16.	Environmental Specialist (Haz. Waste/Buildings)	\$	28.20
17.	Sr. Structural Engineer	\$	48.19
18.	Structural Engineer	\$	35.58
19.	Sr. Electrical Engineer	\$	62.84
20.	Electrical Technician	\$	24.27
21.	Geologist	\$	39.50
22.	Project Architect	\$	62.58

BE IT FURTHER RESOLVED that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract with CDI Infrastructure, LLC d/b/a L. R. Kimball, 615 West Highland Avenue, P.O. Box #1000, Ebensburg, PA 15931 for a period of one (1) year beginning February 22, 2018 and continuing through until February 21, 2019 for City RFP # Q18-005, Engineering Consultant for the Municipal Airport for the City of Ocean City as listed and in accordance with this resolution and submitted proposal form.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate account upon issuance of the purchase order. The annual estimated contract value is \$120,000.00.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

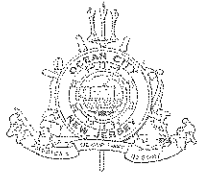
Files: RAW Q18-005 Airport Eng. CDI.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

OCEAN CITY MUNICIPAL AIRPORT
26N

15 February 2018

City Contract # RFQ-18-005

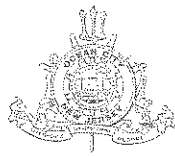
Engineering Consultant for the Municipal Airport for the City of Ocean City

Based on the evaluation process as outlined by the FAA, and the subsequent ranking of the firms, CDI-LR Kimball is the most qualified firm and is chosen as the Airports Engineering Consultant & Engineer of Record. This company has been our Consultant since 2009 and they have been a reliable and well trusted source since then and has assisted with Federal, Local & State Funded projects as well.

CDI-LR Kimball has proven that they are more than capable & qualified to handle any and all items required of them to keep our Airport safe and current with regards to ever-changing rules and regulations. They will be assisting with items including but not limited to the following: Grant Applications, Categorical Exclusions (CATEX), Obstruction Action Plans, Capitol Improvement Plans (CIP), All Phases of Bids, preparation of Permits as needed from the FAA ,EPA & NJ DOT on any & all upcoming City Projects.

Thank you,

Todd L. Dwyer
Airport Manager 26N
Manager of Public Transportation, Parking & Revenue Collection
Finance Department
City of Ocean City
26th St. & Bay Avenue
Ocean City, NJ 08226
609-525-9223



PURCHASING DIVISION

EVALUATION WORKSHEET SUMMARY

DATE RECEIVED: Tuesday, February 6, 2018 @ 2:00 PM, EST
 CITY CONTRACT #: City RFP# Q-18-005
 PROPOSAL NAME: Engineering Consultant for the Municipal Airport
 for The City of Ocean City

Recommended for Award Request for Qualifications (RFQ) Engineering Consultants for Professional Services for Development Projects at OC Municipal Airport			DY Consultants			CDI Infrastructure LLC dba L. R. Kimbal			Michael Baker International					
			401 Franklin Avenue, Suite 318			615 West Highland Avenue			300 American Metro Blvd, Suite 154					
			Garden City, NY 11530			Ebensburg, PA 15931			Hamilton, NJ 08619					
			Dennis Yap, President			Richard E. Genday, Vice President			Darren K. Riegler, Vice President					
			P: 516-625-9800			P 814-419-7873			P: 609-807-9500					
F: 516-625-9816			F: 814-472-7712			F: 609-807-9550								
E: d-yap@dyconsultants.com			E: rick.genday@cdicorp.com			E: driegler@mbakerintl.com								
EVALUATION CRITERIA			Percentage			1			2			3		
1	Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task	20%	19%	20%	20%	20%	20%	20%	18%	16%	15%			
2	Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures	30%	30%	20%	20%	30%	30%	30%	25%	25%	20%			
3	Current workload and demonstrated ability to meet schedules or deadlines	10%	10%	10%	8%	10%	10%	8%	10%	10%	10%			
4	Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns	15%	15%	15%	15%	15%	15%	15%	14%	15%	15%			
5	Demonstrated understanding of the project's potential problems and the sponsor's special concerns	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%			
6	Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project	10%	9%	9%	9%	8%	8%	8%	10%	10%	10%			
TOTAL: 100%			98%	89%	87%	98%	98%	96%	92%	91%	85%			
Distance from OCNJ:			2 hours 42 minutes			91%			5 hours 6 minutes			97%		
Required Information														
Required Number of Copies (2):			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Right to Extend - Time for Award:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Statement of Ownership Disclosure:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Non-Collusion Affidavit:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Mandatory Equal Employment Opportunity Language:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
NJ Affirmative Action Regulation Compliance Notice:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Acknowledge of Receipt of Addenda (None):			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Disclosure of Investment Activities in Iran Statement-Two Part Form:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
NJ Business Registration Certificate (BRC):			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Required Information to be Provided:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Sworn Statement by Professional Service Provider:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
Statement of Authority:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				
W-9:			Yes/No	Yes		Yes/No	Yes		Yes/No	Yes				

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#5

AUTHORIZING THE AWARD OF A CITY RFP #Q18-007,
PROFESSIONAL TENNIS INSTRUCTOR SERVICES FOR THE CITY OF OCEAN CITY

WHEREAS, the City of Ocean City requires professional tennis instructors for the City of Ocean City's various Tennis Courts; and

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

WHEREAS, the Notice of Request for Proposal (RFP's) for #Q18-007, Professional Tennis Instructor Services for the City of Ocean City was posted on the City of Ocean City's website www.ocnj.us and the RFQ documents were distributed to three (3) prospective bidders; and

WHEREAS, the Request for Proposal (RFP's) was received and opened for City RFP #Q18-007, Professional Tennis Instructor Services for the City of Ocean City on Tuesday, February 6, 2018 and one (1) proposal was received per the attached Summary of Quotes; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Wendy Moyle, Manager of Recreation Programs; Lauren Sopko, Recreation Program Coordinator; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommended that City RFQ #Q18-007, Professional Tennis Instructor Services for the City of Ocean City be awarded to Joseph DiCosole, the responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City RFQ #Q18-007, Professional Tennis Instructor Services be and is hereby awarded to the following responsible bidder:

<p>Joseph DiCosola Joseph DiCosole, Tennis Professional 2311 Burroughs Avenue Northfield, NJ 08225</p>

Item	Description	Weekly Fee to Be Paid to the City
1.0	Professional Tennis Instructor(s) Services	
a.	Weeks (5/15/2018 – 9/15/2018)	\$ 200.00/per 7 consecutive days
b.	Weeks (5/15/2019 – 9/15/2019)	\$ 200.00/per 7 consecutive days

BE IT FURTHER RESOLVED that the Mayor and the City Purchasing Manger are hereby authorized to enter into a formal contract with Joseph DiCosole, 2311 Burroughs Avenue, Northfield, NJ 08225 for a period of two (2) calendar years beginning May 15, 2018 and continuing through until September 15, 2019 for City RFQ #Q18-007, Professional Tennis Instructor Services as listed and in accordance with the quote proposal form.

Peter V. Madden
Council President

Files: RAW Q18-007 Professional Tennis Instructor Services.doc

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the day of 2018

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

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Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DATE RECEIVED: Tuesday, February 6, 2018 @ 2:00 PM, EST

CITY RFP #: Q-18-007

PROPOSAL NAME: Professional Tennis Instructor(s) Services

PURCHASING DIVISION

SUMMARY OF QUOTES

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

NAME, ADDRESS & BID OF EACH BIDDER		Joseph DiCosola							
		Joseph DiCosole, Tennis Professional							
		2311 Burroughs Avenue							
		Northfield, NJ 08225							
		P: 609-204-5006							
Key: Recommended for Award		F: none given							
		E: jdicosola09@gmail.com							
Item	Description	2018	2019	2018	2019	2018	2019	2018	2019
1.0	Professional Tennis Instructor(s) Services	\$200.00	\$200.00						
	Weeks (5/15/2018 – 9/15/2018)								
	Weeks (5/15/2019 – 9/15/2019)								
Required Information									
Required Number of Copies (3):		Y/N	Yes	Y/N		Y/N		Y/N	
Bid Deposit/Bond:		Y/N	n/a	Y/N		Y/N		Y/N	
Consent of Surety:		Y/N	n/a	Y/N		Y/N		Y/N	
Buy American Certification:		Y/N	n/a	Y/N		Y/N		Y/N	
Right to Extend - Time for Award:		Y/N	Yes	Y/N		Y/N		Y/N	
Statement of Ownership Disclosure:		Y/N	Yes	Y/N		Y/N		Y/N	
Non-Collusion Affidavit:		Y/N	Yes	Y/N		Y/N		Y/N	
Mandatory Equal Employment Opportunity Language:		Y/N	Yes	Y/N		Y/N		Y/N	
NJ Affirmative Action Regulation Complainece Notice:		Y/N	Yes	Y/N		Y/N		Y/N	
Required Subcontractors Listing:		Y/N	n/a	Y/N		Y/N		Y/N	
Acknowledge of Receipt of Addenda:		Y/N	Yes - None	Y/N		Y/N		Y/N	
e of Investment Activites in Iran Statement-Two Part Form:		Y/N	Yes	Y/N		Y/N		Y/N	
NJ Business Registration Certificate (BRC):		Y/N	Yes	Y/N		Y/N		Y/N	
Business Registration Certificate for Subcontractors (BRC):		Y/N	n/a	Y/N		Y/N		Y/N	
NJ Public Works Contractors Registration Act Certificate:		Y/N	n/a	Y/N		Y/N		Y/N	
Contractors Registration Act Certificate for Subcontractors:		Y/N	n/a	Y/N		Y/N		Y/N	
Statement of Authority:		Y/N	Yes	Y/N		Y/N		Y/N	
W-9:		Y/N	Yes	Y/N		Y/N		Y/N	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#6

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
A&B PRODUCTIONS FOR THE APPEARANCE OF ERIK ESTRADA AS GRAND MARSHALL OF
THE DOO DAH PARADE & A PERFORMANCE AT THE OCEAN CITY MUSIC PIER**

WHEREAS, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

WHEREAS, A & B Productions has the required expertise, artist relations, and has successfully performed these services across the United States; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2018 with said firm will exceed \$17,500.00; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that A & B Productions, 1900 Avenue of the Stars, Suite 2475, Los Angeles, CA 90067, be awarded an alternative-non-advertised contract for the appearance of Erik Estrada as Grand Marshall of the Doo Dah Parade & a performance at the Ocean City Music Pier; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **A & B Productions, 1900 Avenue of the Stars, Suite 2475, Los Angeles, CA 90067** for the professional artist supplied appearance of Erik Estrada as Grand Marshall of the Doo Dah Parade & a performance at the Ocean City Music Pier, estimated contract value: \$24,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff.

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for A & B Productions has been requested and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

3. A copy of this Resolution and Contract shall be available for inspection in the City of Ocean City’s Purchasing Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with A & B Productions, 1900 Avenue of the Stars, Suite 2475, Los Angeles, CA 90067 for professional artist supplied appearance of Erik Estrada as Grand Marshall of the Doo Dah Parade & a performance at the Ocean City Music Pier as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #T-12-56-173-018.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

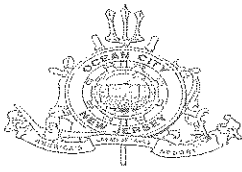
Files: RAW A&B Productions-Erik Estrada.doc

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 2018

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

.....
Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES

February 5, 2018

To: Konrad Leh
Re: Erik Estrada

From: City of Ocean City
Contact: Michael Hartman, Events Coordinator
Phone: 609-525-9284 (office)
Email: mhartman@ocnj.us

Appearance Offer for Erik Estrada

Performance Date: Saturday, April 14, 2018

Guarantee: \$20,000
Lodging: Hotel accommodations for three nights

Deposit: Due: March 1, 2018 upon completion of all paperwork
\$10,000 to A&B Productions
1900 Ave of the Stars, Suite 2475, Los Angeles, CA 90067

Final payment: April 2, 2018
\$10,000 to A&B Productions
1900 Ave of the Stars, Suite 2475, Los Angeles, CA 90067

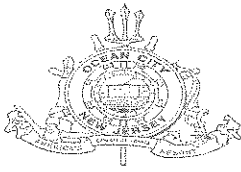
Transportation: First/Business class air (LA to Philadelphia), local ground,
Town car transportation to Washington, DC

Meals: Hospitality in hotel room
Dinner with the production team on Friday, April 13, 2018
Lunch and dinner on Saturday, April 14, 2018 provided

Merch: 80%/20%

Venue: Ocean City Music Pier
Capacity: 930
Comp. tickets: 10 total

Tentative Schedule: (Subject to change)



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

Thursday, April 12, 2018

Travel day to Philadelphia International Airport with ground transportation to Ocean City, NJ

Friday, April 13, 2018

7:00 PM Fine dining dinner experience with the production team to officially welcome Mr. Estrada to Ocean City. This will be a working dinner as we will go over show flow and scripting.

Saturday, April 14, 2018

11:40 AM Call time for 2018 Doo Dah Parade

Noon Parade steps off. Mr. Estrada will ride in a lead vehicle as our special grand marshal. It would be an honor to recognize Mr. Estrada for his commitment to sharing positive energy and endless laughs!

12:45 PM Parade comes to an end. Mr. Estrada will return to his hotel room for the afternoon.

5:30 PM Call to the Ocean City Music Pier for a brief walk through of the show

6:15 PM Meet and greet with sponsors and contestants

7:00 PM Start of the Mr. Mature America Pageant where Mr. Estrada will serve as the special guest emcee.

Sunday, April 15, 2018

Noon (Tentative) Mr. Estrada departs for Washington, DC via town car/SUV.

Michael Hartman, City of Ocean City

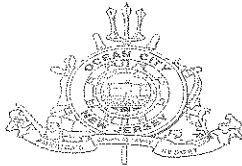
Konrad Leh, A&B Productions

Printed name

Printed Name

Date

Date



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

To : Joseph Clark, QPA, Purchasing Manager

From : Michael Allegretto, Director of Community Services

Date : February 5, 2018

RE : Doo Dah & Mr. Mature

I have reviewed the contract the city has prepared with A & B productions. This is the agency that represents Erik Estrada. Approval of this contract will allow Mr. Estrada to appear in the Doo Dah parade as the Grand Marshal. He will also be the MC for the Mr. Mature pageant that evening. Both events will bring tourist to Ocean City and help promote the town.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#7

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY &
TCG ENTERTAINMENT FOR THE APPEARANCE OF JACKIE EVANCHO AT
THE NIGHT IN VENICE PARADE & A PERFORMANCE WITH THE OCEAN CITY POPS**

WHEREAS, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

WHEREAS, TCG Entertainment has the required expertise, artist relations, and has successfully performed these services across the United States; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2018 with said firm will exceed \$17,500.00; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that TCG Entertainment, P.O. Box 1811, Allen, TX 75013, be awarded an alternative-non-advertised contract for the appearance of Jackie Evancho at the Night In Venice Parade & a performance with the Ocean City Pops; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **TCG Entertainment, P.O. Box 1811, Allen, TX 75013** for the professional artist supplied appearance of Jackie Evancho at the Night In Venice Parade & a performance with the Ocean City Pops at the Ocean City Music Pier. The estimated contract value is \$30,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff.

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

3. A copy of this Resolution and Contract shall be available for inspection in the City of Ocean City’s Purchasing Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with TCG Entertainment, P.O. Box 1811, Allen, TX 75013 for the artist supplied appearance of Jackie Evancho at the Night In Venice Parade & a performance with the Ocean City Pops at the Ocean City Music Pier as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #T-12-56-173-018.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW TCG Entertainment-Jackie Evancho.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 2018

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

.....
Melissa G. Rasner, City Clerk



T: 972-727-7779
PO Box: 1811
Allen, TX 75013

Performance Agreement - Presenter/Venue

Agreement made this 01/19/2018 between JACKIE EVANCHO represented by TCG Entertainment, and the City of Ocean City (PURCHASER) for the services of JACKIE EVANCHO (ARTIST)

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement described below provided upon all the Terms and Conditions set forth herein, including the attached "Technical Rider".

Place of Engagement:

Ocean City Music Pier

Date(s) & Time(s) of Engagement:

Parade Appearance: Saturday, July 27, 2018, 6:30PM – 9:30PM

Performance: Sunday, July 28, 2018, 7:30 PM (subject to change)

Load In: TBD

House Open: TBD

Sound Check: 3:00-5:30 PM (negotiable)

Notes: Jackie will be a special guest on a boat for our 2018 Night in Venice Boat Parade. Sunday includes post-concert meet and greet/reception

Full Fees and Compensation Agreed Upon:

\$25,000.00

All Inclusive

Accommodations and Travel:

Airfare: No Travel Reimbursement

Hotel: One (1) Suite (if available) plus three (3) King Rooms

Check In: Friday July 26, 2018

Check Out: Monday July 29, 2018

Ground Transportation: Provided by Purchaser

Meals: No meals except basic hospitality needs provided by Purchaser

Notes/Directions:

Price and additional compensations agreed upon shall remain strictly confidential between the parties.



Technical Rider:

The technical rider for this show is attached to this contract and is an integral part of this agreement. PURCHASER agrees to provide at PURCHASER'S sole cost and expense necessary technical needs for the proper presentation of ARTIST'S performance, as provided therein.

Venue:

The venue (i.e. stage, hall and dressing rooms) will all be suitably heated, ventilated, lighted, clean and in good order.

Recording of Performance:

PURCHASER shall not itself, nor shall it authorize others to record, broadcast, televise, or otherwise reproduce ARTIST'S performance or any part thereof without written permission from LML Music Presents and/or the ARTIST.

Payment schedule:

a. A 50% deposit, in the amount of \$12,500 is due and payable on or before January 27, 2018.

Deposit shall be made payable to **THE COOKING GROUP, LLC** (Tax ID: 26-2844677) and mailed to:

TCG Entertainment
414 Woodlake Drive
Allen, TX 75013

b. A final payment of the guarantee balance, is due on or before 07/27/2018. Payment shall be made payable to **JE TOURING, INC.** (Tax ID: 45-3261759) and mailed to:

JE TOURING, INC
c/o ML MGMT ASSOC
250 WEST 57 ST., 26TH FLOOR
NEW YORK, NY 10107

c. **Acceptable form(s) of payment:** Check, Cashier's Check, Certified Funds or Money Order

Concessions/Merchandise:

ARTIST shall have the exclusive right to sell any and all types of merchandise (including but not limited to photographs and CDs) and to retain 90.0% of the proceeds.

A volunteer or staff person will be provided by the PURCHASER to sell merchandise during and after the performance(s).

All inventory of merchandise that is shipped to the PURCHASER by LML Music Presents, Inc., prior to arrival of the ARTIST, as well as all inventory of merchandise given to the PURCHASER by the ARTIST prior to a performance, is the responsibility of the PURCHASER once received. At the conclusion of the event, ARTIST and PURCHASER will reconcile inventory and monetary income. Any discrepancies in sales will be the responsibility of the PURCHASER.

Complementary Tickets:

Up to 12 complementary tickets will be provided to the ARTIST, for any performance, by the PURCHASER, if asked

Promotion:

ARTIST(s) hereby acknowledges and agrees that PURCHASER may use ARTIST(s) name, photograph, likeness, facsimile signature and any other promotional materials (***as provided by and/or approved by TCG Entertainment.***) in all promotions, advertising or other activities used to increase attendance at the Concert. If a marquee is used to promote the show, not only must **JACKIE EVANCHO** name be used, but also the full name of the specific show.

Permits, Licenses & Taxes:

All necessary local permits, licenses and taxes will be the sole responsibility of the PURCHASER.

Cancellation Clause:

ARTIST shall have the sole right to cancel engagement hereunder in the event ARTIST services are required in connection with a conflicting Motion Picture, Television Special, Television Series, or legitimate stage productions including National and International Tours or other engagement on Broadway or Off-Broadway upon (30) days written notice. Upon such termination any deposit paid to ARTIST on behalf of shall be returned to the PRESENTER within 5 business days. Any cancellation by PRESENTER prior to 30 days before the performance date, ARTIST retains 50% of performance fee. Any PRESENTER cancellation within 30 days up to and including performance date, ARTIST receives full guaranteed fee.

Force Majeure:

In the event that any of the covenants of this Agreement on the part of PRODUCER or PRESENTER shall be prevented by Act of God, physical disability, the acts or regulations of public authorities, civil tumult, war, epidemic or delay of transportation service or any case beyond the reasonable control of the party, such party shall respectively be relieved of its obligations hereunder with respect to the PERFORMANCE(S) so prevented on account of such cause and PRODUCER or PRESENTER shall be under no obligation to present the PERFORMANCE(S) at any other time; however, both PRESENTER and PRODUCER shall use their best efforts to reschedule the PERFORMANCE(S).

Impossibility of Performance:

In the event ARTIST is unable to perform because of ill health, physical disability or other reasons beyond his or her control, PRESENTER and ARTIST'S representative shall use best efforts to (i) identify an available replacement artist for PRESENTER to engage and (ii) engage ARTIST for a future date on the same terms as would have applied if ARTIST were able to perform the date hereunder. In the event of such inability to perform, ARTIST shall not be deemed to be in breach of this agreement or liable for any damages PRESENTER may incur. In the event the PERFORMANCE(S) is prevented or otherwise affected by reason of work stoppage by any local union, this shall not relieve PRESENTER from its obligations hereunder.

Indemnification:

Purchaser shall indemnify and hold Artist and Artist's employees and representatives, and attorneys harmless from and against any and all claims, demands, actions, damages, liability,



costs and expenses including attorney's fees arising out of or in conjunction with any personal injury, death, and loss of or damage to property which occurs in connection with any performance by Artist unless caused by the sole conduct of Artist or any employee or representative of Artist. Purchaser shall also indemnify and hold Artist and its employees, contractors and/or agents harmless from and against any and all loss, damage and/or destruction occurring to its employees, contractors, agents and/or equipment at the place of engagement, including, but not limited to, damage, loss or destruction caused by Act of God

Exclusivity:

This agreement may be modified only by mutual consent of ARTIST and PURCHASER. Any modification shall be in writing and signed by both parties. The parties agree to the full performance of the terms and conditions contained in this contract.

Please sign and return one copy of this contract with the initial deposit.

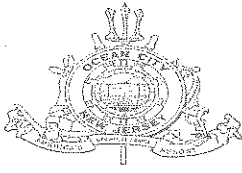
Agreed to:

For: JE TOURING, INC.

For: City of Ocean City

JE TOURING
ML MGMT ASSOC
250 WEST 57 ST, 26TH FL
NEW YORK, NY 10107

Michael Hartman
861 Asbury Ave
City Hall, Ocean City, NJ 08226-3642
609-525-9284
mhartman@ocnj.us



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

To : Joseph Clark, QPA, Purchasing Manager
From : Michael Allegretto, Director of Community Services
Date : February 5, 2018
RE : Pops Soloist for July 28, 2018

I reviewed the contract with TCG Entertainment. This is the agency which represents Jackie Evancho. Approval of this contract will allow her to perform as a soloist with the Pops on July 28, 2018. She will also be appearing in the Night-In-Venice boat parade.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#8

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY &
APA, INC. FOR THE APPEARANCE OF UNDER THE STREET LAMP
WITH THE OCEAN CITY POPS ON
SATURDAY, SEPTEMBER 8, 2018 & SUNDAY, SEPTEMBER 9, 2018**

WHEREAS, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

WHEREAS, APA, Inc. has the required expertise, artist relations, and has successfully performed these services across the United States; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2018 with said firm will exceed \$17,500.00; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that APA, Inc., 405 South Beverly Drive, Beverly Hills, CA 90212 be awarded an alternative-non-advertised contract for the appearance of Under the Street Lamp with the Ocean City Pops on Saturday, September 8, 2018 & Sunday, September 9, 2018; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

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

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City that it does hereby award an alternative method contract to **APA, Inc., 405 South Beverly Drive, Beverly Hills, CA 90212** for the professional artist supplied appearance of Under the Street Lamp with the Ocean City Pops at the Ocean City Music Pier on Saturday, September 8, 2018 & Sunday, September 9, 2018. The estimated contract value is \$44,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

3. A copy of this Resolution and Contract shall be available for inspection in the City of Ocean City’s Purchasing Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with APA, Inc., 405 South Beverly Drive, Beverly Hills, CA 90212 for the professional artist supplied appearance of Under the Street Lamp with the Ocean City Pops at the Ocean City Music Pier on Saturday, September 8, 2018 & Sunday, September 9, as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #T-12-56-173-018.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW APA Inc.-Under the Street Lamps.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 2018

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

.....
Melissa G. Rasner, City Clerk



Contract #: 40106
 Issue Date: 11/30/2017
 Agent: Christianne Weiss

Agreement made this date, Thursday, November 30, 2017 by and between Star Productions (hereinafter referred to as Artist) and City of Ocean City (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Under the Streetlamp.
 BILLING: 100% Accompanied by the Ocean City POPS Orchestra
 DATE(S): Saturday, September 8, 2018
 Sunday, September 9, 2018
 VENUE: Ocean City Music Pier
 ADDRESS: 825 Boardwalk
 Ocean City, NJ 08226
 CAPACITY: 930
 AGES: All Ages

TICKETS: (USD)	Tier	Quantity	Comps/Kills	Ticket Price	Total
	Capacity	930	10		
	Totals	930	10		

Gross Potential \$0.00
 Net Potential \$0.00

DEAL: \$96,000.00 PLUS Purchaser to provide and pay for Hotel Accommodations consisting of Nine (9) Rooms for Three (3) Nights. Artist to provide own Backline, Local Ground Transportation, and Meals.

ADD'L PROVISIONS: Artist to use in-house sound & lights.
 Any opening act must be approved by Artist.

Artist to receive 100% of all revenue for tickets sold above stated capacity.

Please reach out to Dawn Stokes for all promotional/marketing materials.
 dawn.stokes@starplaza.com; 219-484-7127

Performance will be accompanied by the Ocean City POPS Orchestra. All musicians are active union members of the American Federation of Musicians.

WILKOUT PTNTL: \$36,000.00

ANNOUNCE DATE: To Be Determined 11/1/18 ON SALE DATE: To Be Determined

MERCH: 90/10% All Merchandise. Artist sells

SCHEDULE: Load In Per Advance Under the Streetlamp 7:30 pm, Artist to perform two (2) shows, each approximately 115-120 minutes in length, inclusive of a 15 minute intermission.
 Doors 6:30 pm
 Show Per Advance
 Show 7:30 pm

CONTRACT DUE: Thursday, February 8, 2018

PAYMENTS: \$18,000.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Thursday, February 8, 2018

Account #: 478 006 4698 / Swift #: BOFCUS33MPK / ABA #: 122 000 496
 Account Name: Agency for the Performing Arts, Inc
 Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212
 Do not send checks to this address.

Please include Artist and performance date on the payment memo.

Balance, including any overages, to be paid by Per Advance to Star Productions (Tax ID: 27-1025424) immediately prior to performance(s).

* All payments will come via city/Governmental check.

Signatures on Page 2

* Payments will not be made until 2018 pay to play is complete

405 S. Beverly Drive, Beverly Hills, CA 90212
 150 Fourth Ave N, Suite 2300 Nashville, TN 37219
 405 West End, 1st Fl, 47th Street New York, NY 10011

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X

SIGNATURE OF PRESENTER

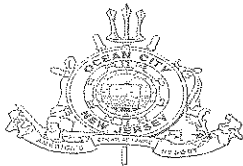
Michael Hartman
City of Ocean City

Email: MHartman@OCNJ.US
Phone: 609-399-6111

BY: X

SIGNATURE OF ARTIST REPRESENTATIVE

White Family Investments LLC d/b/a/ Star Productions
Mark Bishop
8001 Delaware Place
Merrillville, IN 46410



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

To : Joseph Clark, QPA, Purchasing Manager
From : Michael Allegretto, Director of Community Services
Date : February 5, 2018
RE : Pops Soloist

I reviewed the contract with APA. This is the agency which represents Under the Street Lamp. This group will be performing with the Pops on September 8 & 9. Approval of this contract will allow the group to perform two shows over street car weekend. These concerts will help promote the OC Pops and attract visitors to Ocean City for the street car show.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#9

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
GERSH, INC. & SASSY PANTS PRODUCTIONS, INC. FOR THE APPEARANCE
OF MEGAN HILTY WITH THE OCEAN CITY POPS ON MONDAY, JULY 2, 2018**

WHEREAS, the City of Ocean City requires artist supplied productions services to promote arts & tourism in the City of Ocean City, New Jersey; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have said cultural professional artist supplied productions services; and

WHEREAS GERSH, Inc. & Sassy Pants Productions, Inc. has the required expertise, artist relations, and has successfully performed these services across the United States; and

WHEREAS, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract issued in the calendar year 2018 with said firm will exceed \$17,500.00; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that GERSH, Inc. & Sassy Pants Productions, Inc., 9465 Wilshire Boulevard – Suite 600, Beverly Hills, CA 90212 be awarded an alternative-non-advertised contract for the appearance of Megan Hilty with the Ocean City Pops on Monday, July 2, 2018; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **GERSH, Inc. & Sassy Pants Productions, Inc., 9465 Wilshire Boulevard – Suite 600, Beverly Hills, CA 90212** for professional artist supplied appearance of Megan Hilty with the Ocean City Pops at the Ocean City Music Pier on Monday, July 2, 2018. The estimated contract value is \$42,500.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff

1. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As productions are required, the City Purchasing Manager shall issue a purchase order for those productions based on the availability of funds. No productions shall be held without first obtaining a purchase order for said service.
2. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

3. A copy of this Resolution and Contract shall be available for inspection in the City of Ocean City's Purchasing Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor & the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with GERSH, Inc. & Sassy Pants Productions, Inc., 9465 Wilshire Boulevard – Suite 600, Beverly Hills, CA 90212 for artist supplied performance of Megan Hilty with the Ocean City Pops at the Ocean City Music Pier on Monday, July 2, 2018 as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #T-12-56-173-018.

CERTIFICATION OF FUNDS

Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW GERSH Inc-Sassy pants Productions – Megan Hilty.com

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 2018

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

.....
Melissa G. Rasner, City Clerk

GERSH

**9465 Wilshire Blvd., Suite 600
Beverly Hills, CA 90212
(310) 274-6611 / (310) 274-1753 -fax**

AGREEMENT dated February 9, 2018 between Sassy Pants Productions, Inc. (hereinafter referred to as "PRODUCER") furnishing the services of Megan Hilty (hereinafter referred to as "ARTIST") and City of Ocean City (hereinafter referred to as "PURCHASER"). The parties agree as follows:

1 FUNDAMENTAL PROVISIONS:

- A. PLACE OF ENGAGEMENT(S):** Ocean City Music Pier
825 Boardwalk
Ocean City, NJ 08226
Phone: (609) 525-9291
Venue seats 930, with tickets priced at \$20.00 (season ticket holders), \$30.00, \$40.00, \$50.00 & \$60.00. ARTIST entitled to ten (10) complimentary tickets in prime locations.
- | | |
|---------|--------|
| Tax: | N/A |
| Net GP: | \$0.00 |
- B. DATE(S) OF ENGAGEMENT:** July 2, 2018 (Monday)
1. Number of shows: One (1)
2. Time of shows: Mon 7:30 PM
3. Length of each show: See Additional Notes
C. PAYMENT TERMS: \$40,000.00 Flat Guarantee.
D. ACCOMMODATIONS AND TRAVEL: PURCHASER to provide one (1) suite for up to two (2) nights at either the Flanders Hotel or Port-O-Call Hotel; PLUS one (1) roundtrip, first class airfare; PLUS roundtrip local ground transportation via Venue runner to/from airport, hotel, and venue (including rehearsal); PLUS a \$150.00 stipend (included with fee deposit) for roundtrip ground transportation to/from airport(s) in city(s) of origin/return.
E. ADDITIONAL NOTES:
 - ARTIST to headline the opening concert of the 2018 Season with the Ocean City Pops Orchestra.
 - 2:00-4:30pm - Orchestra rehearsal.
 - 7:30pm-9:25/30pm - Performance (includes a fifteen (15) minute intermission); conductor TBD; ARTIST to perform 5-6 songs per act; ARTIST provides charts, PURCHASER covers roundtrip shipping costs.
 - Post show - ARTIST to participate in a post-show meet-and-greet with approximately 100 season ticket holders for approximately thirty (30) minutes.
 - PURCHASER to provide all technical requirements as per ARTIST rider.
 - PURCHASER to provide all hospitality requirements as per ARTIST rider, as well as dinner night-of-show.
 - Suggested attire is a gown or formal cocktail dress.
 - Event shall not be recorded for any reason. Photographs may be taken for archival and social media usage, the latter of which shall be subject to ARTIST approval.
 - ARTIST shall not perform another similar, public, ticketed, advertised concert engagement within a seventy-five (75) mile radius of Ocean City, NJ from the time engagement is accepted until July 3, 2018. There shall be no announcements or advertising for any engagements within this radius until July 3, 2018. PURCHASER's consent not to be unreasonably withheld.
- F. BILLING (in all forms of advertising and promotion):** Merchandise: ARTIST provides, Venue sells and keeps a 20% commission.
G. PURCHASER ADDRESS: 100% Headliner
Michael Allegretto
861 Asbury Avenue
Ocean City, NJ 08226
Phone: (609) 399-6111
Email: mallegetto@ocnj.us

H. Attached ARTIST rider (if applicable) is herein part of this Agreement and PURCHASER agrees to pay and adhere to all terms contained in such rider.

- 2. PAYMENT TERMS:** All payments shall be paid by PURCHASER in US Funds by CASHIER'S CHECK, BANK WIRE or CASH as follows:
- A 50% deposit in the amount of \$20,000.00 shall be paid to in the name of Sassy Pants Productions, Inc. plus a \$150.00 ground transfer stipend, not later than May 2, 2018 c/o The Gersh Agency, Inc. (at the address listed above). In the event of breach by PURCHASER, said deposit shall be non-refundable and the Gersh Agency, Inc. may release said deposit to PRODUCER.
 - The remaining balance of the guarantee in the amount of \$20,000.00 and expenses (if applicable) shall be paid to in the name of Sassy Pants Productions, Inc. not later than immediately prior to first performance.
 - Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER/ARTIST by CASH ONLY immediately following the last show. If, at any time, PURCHASER advertises or publicizes, or authorizes advertising or publicity stating that ARTIST'S engagement is 'sold out' (or words to that effect) then all percentages/bonuses due and payable to ARTIST hereunder with respect to such engagement shall be based upon the total box office gross that would be derived from a complete sale of all tickets for such engagement.
 - Purchaser shall not raise/lower ticket price or increase/decrease venue capacity as set forth on the face of this contract Paragraph 1A hereinabove without Artist/Artist's representative prior written approval from PRODUCER. If ticket prices or venue capacity and/or gross potential are increased without such approval, 100% of any excess revenue generated from the unauthorized increase will be paid in full to PRODUCER in CASH ONLY immediately upon the completion of the performance. If ticket prices or venue capacity and/or gross potential are decreased, without such approval, and therefore Artist's Walk Out Potential is reduced, 100% of Artist's original Walk Out Potential as stated on this contract Paragraph 1A hereinabove will be paid in full to PRODUCER immediately prior to performance on the day of the show.
 - No complimentary or discounted tickets to be issued by the PURCHASER without prior written permission from PRODUCER. Any complimentary or discounted tickets issued without such approval shall be deemed sold to PURCHASER at the highest ticket price stated on the face of the contract, regardless of actual seat location. The exception to this would be if a Comp Policy is stated on the face of this contract, whereby PURCHASER can not exceed the number of complimentary tickets as stated.

ADDITIONAL TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

by:

Michael Allegretto
City of Ocean City

by:

Sassy Pants Productions, Inc.
f/s/o Megan Hilty
Fed ID #45-2408748

**Return all signed contracts to THE GERSH AGENCY, INC.
Attention: PA CONTRACTS ADMINISTRATOR at the address listed above**

P.A. Contracts Administrator Sarah E. Leach Telephone #: 310-205-5859

Email: sleach@gershia.com

ADDITIONAL TERMS AND CONDITIONS

3. PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request of the admission prices for the entertainment presentation.
4. In the event the payment to PRODUCER for this performance(s) is based in whole or in part on the gross box office admission receipts, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross box office admission receipts of each performance within two (2) hours following such performance(s). In the further event that the payment of PRODUCER's compensation is based whole or in part upon percentage(s), show expenses are herein made part of the agreement and, PURCHASER shall verify such expenses by paid receipts, canceled checks, or similar documents or they shall not be included as an expense of the engagement. Expenses are not to exceed the specified amount as stated in this agreement or attached addendum. If expenses are reduced for any reason, the split point will be reduced by the sum of the amount of the expense reduction plus the applicable promoter profit. Itemized expenses cannot exceed the stated amount on the agreement and/or addendum without Artist's or Artist representatives prior written approval. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to the box office records of PURCHASER relating to gross receipts of this engagement.
5. PURCHASER agrees to furnish and pay for at its own expense (a) on this date and at the time of the performance(s) abovementioned all that is necessary for the proper presentation of the entertainment presentation, including without limitation suitable club, theater, hall or auditorium, well heated, ventilated, lighted, clean and in good order, stage curtains, public address system in perfect working condition including microphone(s) in number and quality required by PRODUCER, lockable and exclusive dressing rooms, all necessary facilities, electricians and stage hands, all lights, tickets, house programs, all licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and promotion in the principal newspapers; (b) all amusement taxes; (c) if PRODUCER so requires, all necessary facilities, electricians, stage hands, and other personnel for lighting and dress rehearsals, (d) all other items and personnel (including but not limited to all any and all personnel as may be required by any national and/or local union(s) required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefor, except for those items and personnel which PRODUCER herein specifically agrees to furnish, and (e) all accommodations (if provided by PURCHASER) must be first class in nature (i.e. Marriott, Sheraton, Hilton).
6. In the event of sickness or of accident to ARTIST/ARTIST immediate family, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of PRODUCER, it is understood and agreed that there shall be no claim for damages by PURCHASER and PRODUCER's obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing, and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to PRODUCER hereunder shall be returned on a pro-rata basis.
7. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER's determination as to performance shall prevail.
8. In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensations forsooth. If PURCHASER fails or refuses to make such payment forsooth, PRODUCER shall have the right to cancel this engagement and any other engagement between PRODUCER and PURCHASER by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth.
9. The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size, and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER. ARTIST's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without PRODUCER's prior written consent. In the event PRODUCER consents or if PURCHASER has a season or building sponsor which sponsors all engagements in this venue then PURCHASER shall ensure that no such advertising or promotional materials regarding the engagement shall convey that ARTIST uses, endorses or recommends any such sponsor(s), product(s) or, service(s). In addition, PURCHASER shall defend, indemnify and hold PRODUCER and ARTIST harmless from and against any and all claims, actions, suits, proceedings, costs, liability, damages, expenses, including, without limitation, legal fees and expenses, arising from or relating to such product(s), service(s), sponsor(s) or merchandise.
10. PURCHASER shall not itself, nor shall it permit others to record, reproduce, exhibit, broadcast, telecast, transmit, distribute or otherwise exploit, by any medium or media, means, methods, modes, or device, whether now known to exist or hereafter conceived or created, including but not limited to the internet, electronic systems, radio, satellite radio transmissions, television, cable, CD-ROM, CD-I, DVD, computer, laser, optical, computer systems, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. Purchaser will be held liable for any and all damages incurred.
11. PRODUCER and ARTIST shall have the right to, without the consent of Purchaser, broadcast or record, or cause to be broadcast or recorded, any portion of or all of the engagement in any way or by any means, whether through video, audio or other equipment. PRODUCER shall be solely responsible for the following in connection therewith: (i) any and all costs and expenses, including without limitation, additional labor costs that PURCHASER may incur; (ii) any and all liabilities related to such broadcast or recording; and (iii) any and all appropriate third party clearances, authorizations and approvals. ARTIST shall retain all copyrights and other intellectual property related to such broadcast or recording.
12. PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER.
13. PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract, to The Gersh Agency, within ten (10) days of the issuing date on this agreement.
14. PRODUCER shall have the exclusive control over the production, presentation, and performance of the engagement hereunder, including, but not limited to the details, means and methods employed in fulfilling each obligation of PRODUCER hereunder in all respects. There will be no content/language restrictions on ARTIST's performance unless stated on the face of the contract and agreed to by ARTIST. ARTIST retains all intellectual property rights relating to the engagement, and PURCHASER hereby conveys to ARTIST any intellectual property rights, including rights to derivative works, it may have in connection with the engagement.
15. PRODUCER retains the right to attach a sponsor and PURCHASER agrees to abide by all sponsorship obligations, including but not limited to; any and all advertising, publicity, all promotional material, placement of on-site signage, sponsors name on tickets, comps, VIP passes, accommodating meet and greets, etc. PRODUCER retains the right to obtain sponsorship after the confirmation of this Agreement. PURCHASER is not authorized to, and will not make, any commitments on behalf of ARTIST for personal appearances. PURCHASER will refer any inquiries regarding personal appearances and interviews of ARTIST to PRODUCER.
16. PURCHASER agrees (a) to comply promptly with PRODUCER's directions as to stage settings for the performance hereunder, (b) that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without the PRODUCER's prior written consent, and (d) that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.
17. It is agreed that the PRODUCER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be constructed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions hereof or otherwise.
18. Nothing in this Agreement shall require the commission of any act contrary to law or any rules or regulations of any union, guild, or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. If there is any conflict between any provision of this Agreement and any law, rule, or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.
19. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits, or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER/ARTIST shall prevail.
20. PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers, and director, harmless from and against any loss, damage, or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of in connection with the engagement, which claim does not result from the active negligence of the ARTIST and/or PRODUCER.
21. The Gersh Agency, Inc. acts herein only as agent for PRODUCER/ARTIST and is not responsible for any act of commission or omission on the part of either PRODUCER, ARTIST, or PURCHASER. In furtherance thereof and for the benefit of THE GERSH AGENCY, it is agreed that neither PURCHASER nor PRODUCER will name or join THE GERSH AGENCY as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER, ARTIST, or PRODUCER.
22. This Agreement (1) cannot be assigned or transferred, in whole or in part, by PURCHASER without the prior written consent of PRODUCER; (2) constitutes the complete agreement and understanding of the parties hereto concerning the subject matter hereof; (3) supersedes and replaces all prior negotiations, agreements and proposed agreement(s), whether written or oral by and/or between the parties hereto; and cannot be modified or changed except by written instrument signed by each of the parties hereto. This Agreement, its validity, construction, and effect shall be governed by the laws of the State of California applicable to contracts wholly executed and performed therein, regardless of the place of performance. The person executing this Agreement on PURCHASER'S behalf represents and warrants his/her authority to do so, and such person hereby personally guarantees and assumes liability for the payment of said price in full. Except as may be provided to the contrary elsewhere in this Agreement, the terms "PRODUCER", "ARTIST" and "PURCHASER" wherever used in this Agreement shall include and apply to the singular, the plural and to all genders.
23. All disputes which may arise between PURCHASER and ARTIST/PRODUCER under or with respect to this Agreement will be determined solely and exclusively by expedited binding arbitration by a single neutral arbitrator in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be held in Los Angeles, California and the costs thereof shall be borne by the party which does not prevail therein. Such determination by the single neutral arbitrator shall be binding and conclusive upon the parties hereto and shall be rendered in such form that it may be judicially confirmed and enforced under the laws of the State of California.

Megan Hilty

Technical Rider - Rev 1/9/2018

Perennial Entertainment/Erica Tuchman (646) 755-8922

Stage should be a minimum of 32' wide by 24' deep. Please see attached stageplot.

BACKLINE –

Please see attached backline requirements

AUDIO STAFF –

We are not travelling with any engineers. We will utilize venue audio staff to assist in running show. Venue staff will also be responsible for mixing of Opening Acts, if applicable.

FOH-

PA should be in true stereo. Front fills and out fills should be deployed as necessary to ensure even coverage of the room, and should have separate equalizers and sends. This is a dynamic show with plenty of nuances so even coverage and clarity are more important than rock n' roll SPL. We will need a FOH engineer for the duration of the day and show.

MON-

Monitor desk must have 5 discrete monitor mixes with 6 wedges. A 31 band graphic EQ is required on each mix. Wedges should be 12"/2" or 15"/2" (coax are great!) and bi-amped. Please have a straight mic stand with a wireless clip ready to go at any time in MON land (for Megan's Spare) in addition to the stands in use on stage. We will need a monitor engineer for the duration of the day and show.

LIGHTING –

NO FOG EFFECTS to be used for Megan. Thank you in advance.

We will utilize existing venue lighting along with venue Lighting Director. We are NOT traveling with an LD. Details to be discussed during Load In. This is a jazz show so a few color washes and specials on the musicians are all that is typically required. Use your discretion as to what is available in the venue.

MERCHANDISE ~~—T—~~^{SEP} Will be determined on a show by show basis. Please discuss with Artist Management .

Megan Hilty

Backline Requirements - Rev 11/27/2017

Questions? Contact Matt Cusson, mattcussonmusic@gmail.com or (818) 749-4236

Vocals: MEGAN HILTY

-wireless mic

-high stool with no back

-small table with glass of water (no ice)

Megan will be traveling with Inner Ears

-Please see the specifications below...

Model Ultimate Ears UE7PRO

In the event that the venue does not supply a wireless monitoring system/wireless receiver Megan will travel with her own.

-Please see the specifications below...

-Sennheiser ew 300 IEM G3

***Venue must give notice if they expect Megan to bring the wireless monitoring system/wireless receiver**

TECH SPECS

INPUT SENSITIVITY:

124 dB @ 1 kHz, 1mW

FREQUENCY RESPONSE:

5 Hz – 22 kHz

NOISE ISOLATION:

-26 decibels of ambient stage noise.

IMPEDANCE:

17.5 Ohms@ 1 kHz

INTERNAL SPEAKER CONFIGURATION:

3 proprietary balanced armatures with an integrated 2-way crossover network.

INPUT CONNECTOR:

1/8" headphone jack; compatible with all systems

Drums: Jeremy Yaddaw

Kit:

Professional quality Fusion size or bebop size kit. (DW Collectors, Yamaha Maple Custom, Gretsch American Classic, etc)

-16" x 20" or 16" x 18" kick

-8" x 10" Rack Tom

-9" x 12" Rack Tom

-14" x 14" Floor Tom

-6.5" x 14" Snare

Cymbals:

Sabian whenever possible, within the models of HHX, HH, signature series, or vault series. Think more on the Jazz side of sounds.

-21" ride cymbal

-16" crash cymbal

-18 inch crash cymbal

-14" hi-hats

Hardware:

-3 cymbal boom stands

-Hi hat stand

-All tom tom mounting hardware

-Snare drum stand

-Bass drum pedal

-Drum throne **Important : Needs to be a Roc-n-Soc or something heavy duty**

Drum Misc:

- Drum rig for the drum set on stage

- Small LP style tray table for extra percussion sounds. If no table is available this can be something simple found at the venue such as a black chair, a crate or case with a black cloth covering it. Whatever is available.

Bass: Dennis Keefe

- Upright Bass, 3/4 size double bass with a D neck (as opposed to Eb). Must have adjustable bridge.

- Pickup (Realist or similar)

- Combo amp. GK or Hartke preferred. Separate head and cab may be substituted if necessary.

- French bow & rosin

- All necessary cables to connect bass to amp

Guitar: Brian Gallagher

- Tube combo amp. (Fender Twin/Devil etc, Mesa Mark III, similar)

- Spare 1/4" cable

Piano: Matt Cusson

Piano:

- Grand, baby, full. What have you got? The brand and size don't matter **as long as it's tuned.**

- Piano bench

- Please have available a Tensor style light for piano sheet music, if necessary

Miscellaneous:

-4 Bar stools

-4 heavy duty black music stands with lights



MEGAN HILTY CONCERT PERFORMANCE RIDER

This Rider ("Rider") is attached to and made part of the contract ("Contract") between SASSY PANTS PRODUCTIONS INC. ("Producer") furnishing the services of MEGAN HILTY ("Artist") and the purchaser of said services, ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue described therein (the "Venue" or the "Engagement"). To the extent this Rider conflicts with the terms and conditions contained in the Contract or in any other contract, the terms and conditions contained in this Rider shall control.

GENERAL REQUIREMENTS:

Purchaser to provide Artist with a private "Star" dressing room, equipped with the following:

- Private bathroom (or in close proximity of one)
- Makeup Mirror & lights
- Bottled Water (room temperature)
- Toothbrush & Toothpaste – any brand (travel size OK)
- Peppermint Tea with Honey and lemon
- Chocolate Chip Cookies
- Pineapple
- Riccola – original
- Coffee with vanilla almond milk and splenda on the side
- Breath mints (wintergreen or spearmint)
- Dress Steamer

Separate Dressing Room for Pianist

INSURANCE:

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than one million US dollars (\$1,000,000.00) aggregate per occurrence, and one million US dollars (\$1,000,000.00) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist, or any of their respective employees, agents, or contractors (or any of their respective equipment) is or are at the Venue. Producer, Artist, and each of their respective agents and employees shall be listed as additional insured parties in connection with the foregoing insurance policies. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law. Producer's failure to request, review, or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

AGREED TO AND ACCEPTED:

BY:

BY:

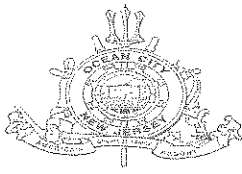
Purchaser's Full Name

SASSY PANTS PRODUCTIONS, INC.

Purchaser's Signature

Date

Date



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

To : Joseph Clark, QPA, Purchasing Manager
From : Michael Allegretto, Director of Community Services
Date : February 12, 2018
RE : Pops Soloist

I reviewed the contract with the Gersh Agency. This is the agency which represents Megan Hilty. Approval of this contract will allow Ms. Hilty to perform July 1 with Pops. This is the opening night show. Ms. Hilty has starred on Broadway and Television. Her appearance with the Pops will promote the OC Pops to a broad audience and attract visitors to Ocean City.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#10

AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #18-15,
2018 IMPROVEMENTS TO VARIOUS PLAYGROUND FACILITIES

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-249 on Thursday, August 22, 2017 for City Contract #18-15, 2018 Improvements to Various Playground Facilities; and

WHEREAS, the Notice to Bidders was advertised in the Sentinel Ledger on Wednesday, August 30, 2017, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation for Bid Proposals was distributed to twenty-four (24) prospective bidder(s) for City Contract #18-15, 2018 Improvements to Various Playground Facilities; and

WHEREAS, bid proposals were opened for City Contract #18-15, 2018 Improvements to Various Playground Facilities on Tuesday, September 19, 2017 and three (3) bid proposals were received; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Steven M. Longo, Manager of Public Buildings & Grounds; 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 bid proposals and specifications and recommended that City Contract #18-15, 2018 Improvements to Various Playground Facilities be awarded to **Whirl Corporation, Inc., P.O. Box 110, 194 Main Street, Port Monmouth, NJ 07758**, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #18-15, 2018 Improvements to Various Playground Facilities on September 28, 2017 by Resolution #17-53-290 to Whirl Corporation, Inc. in the amount of \$255,591.00; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Steven M. Longo, Manager of Public Buildings & Grounds; Rachel N. Ballezzi, Clerk; 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 and certified Change Order #1 to City Contract #18-15, 2018 Improvements to Various Playground Facilities is correct as follows:

Change Order #1

Item	Description	Quantity	Unit Price	Total Price
Supplemental Increases				
S-1	Installation only of replacement parts for existing play structures provided by the City for the North Street Playground	1 LS	\$ 4,819.00	\$ 4,819.00
Total Supplemental Increases				\$ 4,819.00
Total Amount of Increases for Change Order #1.....				\$ 4,819.00
Total Amount of City Contract #18-15, 2018 Improvements to Various Playground Facilities including Change Order #1.....				\$ 260,410.00

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$260,410.00 an increase of \$4,819.00 to the original contract and a 1.885(%) percent increase the total for City Contract #18-15, 2018 Improvements to Various Playground Facilities; 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 to City Contract #18-15, 2018 Improvements to Various Playground Facilities in the amount of \$4,819.00 (PO #17-02592); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$4,819.00 to City Contract #18-15, 2018 Improvements to Various Playground Facilities (PO #17-02592) issued to Whirl Corporation, Inc., P.O. Box 110, 194 Main Street, Port Monmouth, NJ 07758 to be charged to the following Capital Account #C-04-55-297-403.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO #1 18-15Improvements to Various Playground.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 2018

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

.....
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
861 Asbury Avenue
Ocean City, NJ 08226

CHANGE ORDER# 1

PURCHASE ORDER # 17-02592

ACCOUNT # C-04-55-301-409

DATE: 2/2/2018

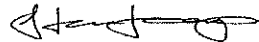
VENDOR: Whirl Construction

Quantity	Unit/Size	Description	Unit Price	Amount
1	ea	Installation only of replacement parts for existing play structures provided by the City for the North Street Playground	\$ 4,819.00	\$ 4,819.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CHANGE ORDER #1: \$ 4,819.00

ORIGINAL PO AMOUNT: \$ 255,591.00

ADJUSTED TOTAL OF PURCHASE ORDER: \$ 260,410.00

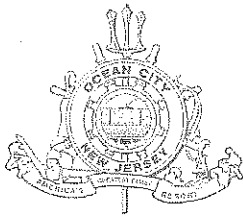


Division Manager

Department Head

City Purchasing Agent

Chief Financial Officer



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER
FROM: STEVEN LONGO, MANAGER
DATE: FEBRUARY 2, 2018
RE: **WHIRL CONSTRUCTION
CHANGE ORDER #1 (IMPROVEMENTS TO VARIOUS PLAYGROUNDS CC #18-15 2018)**

Assistance is being sought to advance change order number one to City Council for authorization related to City Contract number 18-15 for the purpose of installing replacement parts supplied by the City for existing play structures.

The purpose of the additional work is to address aging components of the existing play structures in the northern portion of the property. Whirl Construction will be performing renovation work at both the 8th St and North Street Playgrounds, thus the logic to have the company complete the additional work while installing the new play structures at the North St Playground.

The dollars required to fund the project work are available in the capital budget. The change order is included for review.

Please let me know if there are any questions.

Thank you for the time and assistance in this matter.

SL
C: J. Berenato, DPW

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#11

AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #17-09 R-1, COMMUNITY CENTER COOLING TOWER REPLACEMENT & COLD AIR INTRUSION

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-091 on Thursday, March 23, 2017 for City Contract #17-09, Community Center Cooling Tower Replacement & Cold Air Intrusion; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 29, 2017, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and specifications were distributed to four (4) prospective bidder(s) for City Contract #17-09, Community Center Cooling Tower Replacement & Cold Air Intrusion; and

WHEREAS, bid proposals were opened for City Contract #17-09, Community Center Cooling Tower Replacement & Cold Air Intrusion on Tuesday, April 25, 2017 and one (1) bid proposal were received; and

WHEREAS, Arthur Chew, P.E., P.P., Assistant City Engineer; Jason Sieira, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that the bid proposal be rejected due to the bid being over the engineer's estimate and the budgeted amount in accordance to N.J.S.A. 40A:11-13.2 (a) & (b); and

WHEREAS, the City Council of Ocean City, New Jersey rejected City Contract #17-09, Community Center Cooling Tower Replacement & Cold Air Intrusion on Thursday, May 11, 2017 per Resolution #17-53-148; and

WHEREAS, the Notice to Bidders for City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion was advertised in the Ocean City Sentinel on Wednesday, June 7, 2017, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and was distributed to nine (9) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion on Tuesday, July 11, 2017 and three (3) bid proposals were received; and

WHEREAS, Arthur Chew, P.E., P.P., Assistant City Engineer; Jason Sieira, Manager of Capital Projects; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion be awarded to **Gaudelli Brothers, Inc., 202 S. Wade Blvd., Millville Ind. Park, Millville, NJ 08332**, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion on July 25, 2017 by Resolution #17-53-207 to Gaudelli Brothers, Inc. in the amount of \$465,200.00; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Steven M. Longo, Manager of Public Buildings & Grounds; Rachel N. Ballezzi, Clerk; 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 and certified Change Order #1 to City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Supplemental Increases</u>				
S-1	Add 12' Helical Pile to Footing per revised Plans by Construcion Code Offical	1 LS	\$ 3,335.06	\$ 3,335.06

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

Change Order #1-Continued

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Supplemental Increases-Continued</u>				
S-2	Additional 12' Helical Pile to Footing per revised plan after inspection by Craig Testing	1 LS	\$ 9,386.69	\$ 9,386.69
S-3	Additional 19' Extensions for Helical Pile	1 LS	\$ 3,456.34	\$ 3,456.34
Total Amount of Supplementals				\$ 16,178.09
Total Amount of Increase for Change Order #1				\$ 16,178.09
Total Amount of Change Order #1 Including Increases & Decrease.....				\$ 16,178.09
Total Amount of City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion Including Change Order #1.....				\$ 481,378.09

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$481,378.09 an increase of \$16,178.09 to the original contract and a 3.48(%) percent increase the total for City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion in the amount of \$16,178.09 (PO #17-01979); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$4,819.00 to City Contract #17-09 R-1, Community Center Cooling Tower Replacement & Cold Air Intrusion (PO #17-01979) issued to Gaudelli Brothers, Inc., 202 S. Wade Blvd., Millville Ind. Park, Millville, NJ 08332 to be charged to the following Capital Account #C-04-55-297-304.

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#1 17-09 R-1, CC Cooling Tower.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 2018

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

.....
Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY, ENGINEERING DIVISION
COMMUNITY CENTER COOLING TOWER REPLACEMENT AND COLD AIR
INTRUSION

PURCHASE ORDER #
17-01979

CHANGE ORDER NO. 1
FILE NO. 5-2017-009 R-1

CONTRACTOR:
GAUDELLI BROTHERS, INC
202 SOUTH WADE BLVD.
MILLVILLE, NJ 08332

REASON FOR CHANGE:

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:

___ UNCHANGED, ___ INCREASED, ___ DECREASED, BY ___ CALENDAR DAYS.

UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	1	BASE BID	1	L.S.	\$3,335.06	\$3,335.06
	1	BASE BID	1	L.S.	\$9,386.69	\$9,386.69
	1	BASE BID	1	L.S.	\$3,456.34	\$3,456.34
SUBTOTAL:						\$16,178.09
EXTRA						
SUBTOTAL:						\$0.00
REDUCTION						
SUBTOTAL:						\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$16,178.09	NEEDED TO COMPLETE THE PROJECT		
2			+ SUPPLEMENTAL	\$16,178.09
3				
4			+ EXTRA	\$0.00
5				
6			- REDUCTIONS	\$0.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$16,178.09

ORIGINAL CONTRACT AMOUNT	\$465,200.00
AMENDED CONTRACT AMOUNT	\$481,378.09
TOTAL CONTRACT CHANGE (AMOUNT)	\$16,178.09
TOTAL CONTRACT CHANGE (PERCENT)	3.48%

ACCEPTED BY:

GAUDELLI BROTHERS, INC_____
DATE

APPROVED BY:

PROJECT MANAGER_____
DATE_____
MUNICIPAL ENGINEER_____
DATE_____
PURCHASING AGENT_____
DATE_____
CHIEF FINANCIAL OFFICER_____
DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#12

**AUTHORIZING CHANGE ORDER #1, FINAL ACCEPATANCE AND FINAL PAYMENT OF
CITY CONTRACT #17-25, BUILDING IMPROVEMENTS TO THE
4500 BLOCK MUNICIPAL BUILDING**

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-043 on January 26, 2017 for City Contract #17-25, Building Improvements to the 4500 Block Municipal Building; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, February 8, 2017, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us; and the Invitation to Bid was distributed to fifteen (15) prospective bidders for City Contract #17-25, Building Improvements to the 4500 Block Municipal Building; and

WHEREAS, bid proposals were opened for City Contract #17-25, Building Improvements to the 4500 Block Municipal Building on Tuesday, February 29, 2017 and four (4) bid proposals were received; and

WHEREAS, Lamont H. Czar, P.E. of Czar Engineering, LLC; Arthur Chew, P.E., Assistant City Engineer; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that the contract be awarded to R. Maxwell Construction Company, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-25, Building Improvements to the 4500 Block Municipal Building on Thursday, March 23, 2017 by Resolution #17-53-100 to **R. Maxwell Construction Company, Inc., 206 West Delilah Road, Pleasantville, NJ 08232** in the amount of \$261,000.00; and

WHEREAS, Lamont H. Czar, P.E. of Czar Engineering, LLC; Arthur Chew, P.E., Assistant City Engineer; Steven Longo; Manager OF Public Buildings & Property; Roger Rinck, Project Manager; Raquel N. Ballezzi, Clerk; 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 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 for City Contract #17-25, Building Improvements to the 4500 Block Municipal Building is correct as follows; and

Change Order #1

Decrease

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.1.B	Owners Contingency	1 LS	\$ 1,809.96	\$ 1,809.96
Total Amount of Decreases for Change Order #1				(\$ 1,809.96)
Total Amount of Change Order #1 Including Increase & Decreases.....				(\$ 1,809.96)

WHEREAS, the new adjusted contract cost including Change Order #1 is \$259,190.04, a (\$1,809.96) decrease which is a 0.694 (%) percent decrease to the original contract total for City Contract #17-25, Building Improvements to the 4500 Block Municipal Building; 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 Final Acceptance and Final Payment of City Contract #17-25, Building Improvements to the 4500 Block Municipal Building (PO #17-00855); and

BE IT FURTHER RESOLVED that The Director of Financial Management is authorized to process a final payment in the amount of \$23,314.50 for City Contract #17-25, Building Improvements to the 4500 Block Municipal Building (PO #17-000855) issued to R. Maxwell Construction Company, Inc., 206 West Delilah Road, Pleasantville, NJ 08232 to be charged to as follows: Capital Account #C-04-55-297-304 - \$23,314.50 (PO#17-00855 Balance).

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESFAPP 17-25 45th Street Imp.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 2018


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

.....
Melissa G. Rasner, 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: January 16, 2018
TO: Roger Rinck
FROM: Brian S. Meyers 
RE: R. MAXWELL CONSTRUCTION COMPANY, INC.
46th STREET FIRE HOUSE RENOVATION PROJECT
FINAL ACCEPTANCE and PROJECT CLOSEOUT
17-00855

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 #5, final payment in the amount of \$12,959.50 has been certified by CZAR Engineering.

As noted in the following summary, close out will require the City to issue a negative change order to R. Maxwell in the amount of (\$1,809.96).

Therefore, the final contract accounting is as follows:

ORIGINAL CONTACT VALUE	\$261,000.00
PLUS: CO#1	<u>(\$1,809.96)</u>
REVISED CONTRACT AMOUNT	<u>\$259,190.04</u>

RESOLUTION

#13

AUTHORIZING THE CITY OF OCEAN CITY TO ENTER INTO
A COOPERATIVE PRICING AGREEMENT WITH
CRANFORD POLICE COOPERPERATIVE PRICING SYSTEM #47-CPCPS

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing System (ID # 47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on Thursday, February 22, 2018 the governing body of the City of Ocean City, County of Cape May, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Ocean City, NJ that this resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Ocean City, pursuant to the provisions of N.J.S.A. 40A:11-11(5), the City Purchasing Manager is hereby authorized to enter into a Cooperative Pricing Agreement #47-CPCPS with the "Lead Agency"; and

BE IT FURTHER RESOLVED that the "Lead Agency" shall be responsible for complying with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

Peter V. Madden
Council President

Files: RES Cranford Cooperative.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 2018

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

.....
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#14

AUTHORIZING THE CITY OF OCEAN CITY TO SUBMIT AN APPLICATION
FOR THE SUSTAINABLE JERSEY 2018 GRANT

WHEREAS, the City of Ocean City, New Jersey recognizes the need to promote sustainable practices within the community to optimize the quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, City of Ocean City strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, City of Ocean City is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

THEREFORE, the Governing Body of the City of Ocean City has determined that the City of Ocean city should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Ocean City, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

Offered by Seconded by

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of
said Council duly held on the day of 20

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#15

AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

WHEREAS, an emergent condition has arisen with respect to adopting the local budget, and no adequate provision has been made in the 2018 temporary appropriations for the aforesaid purpose; and

WHEREAS, N.J.S.A. 40A: 4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2018 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A: 4-20), including this resolution totals \$31,973,036.86 for the Current Fund; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, not less than two-thirds of all of the members thereof affirmatively concurring, that, in accordance with the provisions of N.J.S.A. 40A: 4-20:

An emergency temporary appropriation (as attached) be and the same is hereby made for individual items in the total amount of \$31,973,036.86 for the Current Fund.

- 1. That said emergency temporary appropriation will be provided for in the 2018 budget.
- 2. That one certified copy of this resolution be filed with the Director of Local Government Services.



Frank Donato III
Director of Financial Management

Peter V. Madden
Council President

FILES/AUTHORIZING AN EMERGENCY #1 TEMPORARY APPROPRIATION. – 2.09.18

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 20

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

City Clerk

Description	Classification	2018	2018	2018
		TEMPORARY BUDGET	EMERGENCY TEMP BUDGET #1	TEMPORARY BUDGET + EMERGENCY
MAYOR'S OFFICE	S&W	-	-	-
MAYOR'S OFFICE	OE	500.00	600.00	1,100.00
CITY ADMINISTRATOR	S&W	95,000.00	105,000.00	200,000.00
CITY ADMINISTRATOR	OE	500.00	500.00	1,000.00
PLANNING BOARD	OE	6,000.00	6,000.00	12,000.00
ZONING BOARD	OE	1,500.00	1,200.00	2,700.00
MUNICIPAL CODE & LICENSING P&Z	S&W	151,000.00	157,500.00	308,500.00
MUNICIPAL CODE & LICENSING P&Z	OE	21,000.00	21,000.00	42,000.00
CODE CONSTRUCTION	S&W	131,000.00	119,000.00	250,000.00
CODE CONSTRUCTION	OE	25,000.00	40,500.00	65,500.00
HUMAN RESOURCES	S&W	190,000.00	125,500.00	315,500.00
HUMAN RESOURCES	OE	42,000.00	40,500.00	82,500.00
PURCHASING	S&W	63,000.00	72,000.00	135,000.00
PURCHASING	OE	2,500.00	1,500.00	4,000.00
EMERGENCY MGT	S&W	3,750.00	3,750.00	7,500.00
EMERGENCY MGT	OE	15,000.00	5,000.00	20,000.00
ENGINEERING	S&W	103,000.00	112,000.00	215,000.00
ENGINEERING	OE	9,200.00	9,000.00	18,200.00
HISTORICAL COMMISSION	OE	700.00	500.00	1,200.00
PUBLIC RELATIONS & INFORMATION	S&W	211,000.00	233,500.00	444,500.00
PUBLIC RELATIONS & INFORMATION	OE	60,000.00	58,000.00	118,000.00
NEIGHBORHOOD & SOCIAL SERVICES	S&W	23,000.00	24,500.00	47,500.00
NEIGHBORHOOD & SOCIAL SERVICES	OE	350.00	400.00	750.00
AQUATIC & FITNESS CENTER	S&W	236,000.00	253,500.00	489,500.00
AQUATIC & FITNESS CENTER	OE	22,000.00	20,000.00	42,000.00
RECREATION LEISURE PROGRAMS	S&W	87,000.00	103,500.00	190,500.00
RECREATION LEISURE PROGRAMS	OE	6,000.00	5,000.00	11,000.00
MUSIC PIER OPERATIONS	S&W	117,300.00	128,500.00	245,800.00
MUSIC PIER OPERATIONS	OE	9,000.00	7,500.00	16,500.00
LEGAL DIVISION	S&W	35,100.00	40,000.00	75,100.00
LEGAL DIVISION:	OE	300,000.00	110,000.00	410,000.00
LEGAL DIVISION:Public Defender	OE	12,000.00	11,000.00	23,000.00
CITY CLERK	S&W	50,100.00	55,500.00	105,600.00
CITY CLERK	OE	8,500.00	18,000.00	26,500.00
CITY COUNCIL	S&W	17,000.00	18,400.00	35,400.00
CITY COUNCIL	OE	3,500.00	3,500.00	7,000.00
MUNICIPAL COURT	S&W	134,600.00	150,000.00	284,600.00
MUNICIPAL COURT	OE	5,000.00	9,500.00	14,500.00
TREASURER'S OFFICE:AUDIT	OE	10,000.00	9,500.00	19,500.00
TREASURER'S OFFICE:OTHER AGENCIES	OE	-	-	-
ACCOUNTING DIVISION	S&W	90,000.00	104,000.00	194,000.00
ACCOUNTING DIVISION	OE	2,000.00	1,500.00	3,500.00
TAX ASSESSEMENT	S&W	69,000.00	75,000.00	144,000.00
TAX ASSESSEMENT	OE	4,200.00	10,500.00	14,700.00
TAX COLLECTION	S&W	40,700.00	45,500.00	86,200.00
TAX COLLECTION	OE	3,200.00	3,000.00	6,200.00
REVENUE COLLECTION	S&W	90,000.00	115,000.00	205,000.00
REVENUE COLLECTION	OE	35,000.00	41,000.00	76,000.00
BEACH FEE	S&W	20,000.00	91,000.00	111,000.00
BEACH FEE	OE	15,000.00	16,000.00	31,000.00
OFFICE OF PARKING REGULATIONS	S&W	20,000.00	58,500.00	78,500.00
OFFICE OF PARKING REGULATIONS	OE	35,000.00	54,000.00	89,000.00
RESCUE SERVICES	S&W	74,000.00	76,500.00	150,500.00
RESCUE SERVICES	OE	25,000.00	23,000.00	48,000.00
LIFEGUARDS	S&W	20,000.00	371,000.00	391,000.00
LIFEGUARDS	OE	15,000.00	16,000.00	31,000.00

Description	Classification	2018	2018	2018
		TEMPORARY BUDGET	EMERGENCY TEMP BUDGET #1	TEMPORARY BUDGET + EMERGENCY
POLICE PROTECTION	S&W	1,825,000.00	1,948,500.00	3,771,500.00
POLICE PROTECTION	OE	65,000.00	72,500.00	137,500.00
POLICE PROTECTION-VEHICLES	OE	-	45,000.00	45,000.00
POLICE INFORMATION TECHNOLOGY	S&W	61,300.00	67,000.00	128,300.00
POLICE INFORMATION TECHNOLOGY	OE	70,000.00	62,000.00	132,000.00
FIRE PROTECTION	S&W	1,558,000.00	1,726,000.00	3,284,000.00
FIRE PROTECTION	OE	55,000.00	54,000.00	109,000.00
PW ADMINISTRATION & MANAGEMENT	S&W	105,500.00	116,000.00	221,500.00
PW ADMINISTRATION & MANAGEMENT	OE	4,500.00	4,000.00	8,500.00
ENVIRONMENTAL OPERATIONS	S&W	260,800.00	266,000.00	526,800.00
ENVIRONMENTAL OPERATIONS	OE	17,000.00	15,000.00	32,000.00
ENVIRONMENTAL OPERATIONS - ALL TRASH	OE	707,000.00	689,000.00	1,406,000.00
FACILITY MANAGEMENT	S&W	245,800.00	245,000.00	490,800.00
FACILITY MANAGEMENT	OE	70,000.00	62,000.00	132,000.00
FIELD OPERATIONS	S&W	304,000.00	351,000.00	655,000.00
FIELD OPERATIONS	OE	30,000.00	20,000.00	50,000.00
FLEET MAINTENANCE	S&W	82,500.00	74,500.00	157,000.00
FLEET MAINTENANCE	OE	63,000.00	58,500.00	129,500.00
HUMAN RESOURCES	S&W/HEALTH INS.	2,600,000.00	2,150,000.00	4,750,000.00
HUMAN RESOURCES	OE/HEALTH INS. W/VIERS	60,000.00	63,000.00	123,000.00
HUMAN RESOURCES	OE/INSURANCE	650,000.00	491,000.00	1,141,000.00
CITY WIDE OPERATIONS:625:FINANCE	OE	138,000.00	122,000.00	260,000.00
CITY WIDE OPERATIONS:625:PUBLIC WORKS	OE	160,000.00	124,000.00	284,000.00
CITY WIDE OPERATIONS:626:220:ELECTRIC	OE	283,000.00	178,500.00	461,500.00
CITY WIDE OPERATIONS:626:225:GAS	OE	164,000.00	62,500.00	226,500.00
CITY WIDE OPERATIONS:626:226:WATER	OE	245,000.00	237,000.00	482,000.00
CITY WIDE OPERATIONS:628:227:STREET LIGHTING	OE	211,000.00	105,000.00	316,000.00
CITY WIDE OPERATIONS:628:228:SJGAS	OE	100,000.00	42,000.00	142,000.00
CITY WIDE OPERATIONS:020:200:TELEPHONE	OE	100,000.00	71,000.00	171,000.00
SPECIAL IMPROVEMENT DISTRICT/LOAN PAYOFF	OE	-	5,500.00	5,500.00
STATUTORY: PENSIONS:PERS	OE:PENSIONS	-	1,584,351.00	1,584,351.00
STATUTORY: PENSIONS:DCRP	OE:PENSIONS	10,000.00	7,500.00	17,500.00
STATUTORY: FICA	OE	380,000.00	400,000.00	780,000.00
STATUTORY: PENSIONS:PFPS	OE:PENSIONS	-	3,261,818.00	3,261,818.00
LOCAL:LIFEGUARD PENSION FUND	OE	-	-	-
STATUTORY: UNEMPLOYMENT	OE	40,000.00	85,000.00	125,000.00
MANDATED: OC LIBRARY	OE:LIBRARY	1,015,560.00	1,015,560.00	2,031,120.00
RESERVE	OE	-	-	-
SUBTOTAL OF IN THE CAP ITEMS		14,447,160.00	19,080,079.00	33,527,239.00
MATCHING FUNDS FOR GRANTS	OE:GRANTS	-	-	-
GRANTS IN BUDGET	OE:GRANTS	-	-	-
2017 SUSTAINABLE JERSEY SMALL GRANT	OE:GRANTS	-	-	-
NJSP/FEMA GRANT	OE:GRANTS	-	-	-
MUNICIPAL ALLIANCE	OE:GRANTS	-	-	-
GRANTS ADDED AFTER BUDGET (159s)		-	-	-
CIF-DOWNPAYMENT	OE:CIF	-	1,865,000.00	1,865,000.00
DEBT SERVICE: PAYMENT OF NOTES	OE:DEBT	-	-	-
DEBT SERVICE: PRINCIPAL	OE:DEBT	1,920,000.00	8,200,000.00	10,120,000.00
DEBT SERVICE: INTEREST BONDS	OE:DEBT	439,450.00	1,593,387.50	2,032,837.50
DEBT SERVICE: INTEREST NOTES	OE:DEBT	-	1,240,861.32	1,240,861.32
DEBT SERVICE: PAYMENT:DCFT:CAPITAL	OE:DEBT:DCFT	-	-	-
DEBT SERVICE: GREEN ACRES	OE:DEBT	-	38,709.04	38,709.04
RESERVE FOR UNCOLLECTED TAXES	OE:RUT	-	-	-
EMERGENCY APPROPRIATION:FLEET MAINTENANCE	OE:EMER.	-	-	-
EMERGENCY - HURRICANE SANDY	OE:EMER.	-	-	-
SPECIAL EMERG APPRO-CIF	OE:EMER.	-	-	-
POLICE PROTECTION see police S&W above	S&W	-	-	-
SUBTOTAL OF OUTSIDE THE CAP ITEMS		2,359,450.00	12,937,957.86	15,297,407.86
TOTAL FINAL ADOPTED BUDGET:		16,806,610.00	32,018,036.86	48,824,646.86

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#16

AUTHORIZING THE RECOGNITION OF THE
COMMUNITY EMERGENCY RESPONSE TEAM (CERT)

WHEREAS, Former President George W. Bush established a program for volunteerism after the events of September 11, 2001 called the Citizen Corps program; and

WHEREAS the Office of Emergency Management has established a Community Emergency Response Team (CERT) which is part of the Citizen Corps program consisting of various officials and citizens who have completed the required training; and

WHEREAS, the Community Emergency Response Team (CERT) Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community; and

WHEREAS, Frank Donato III, Emergency Management Coordinator, James Smith, Deputy Emergency Management Coordinator, Brian Hopely, Deputy Emergency Management Coordinator and Scott G. Morgan, Upper Township Emergency Management Coordinator have attached a list of trained volunteers appointed to the Community Emergency Response Team (CERT) of Ocean City in 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that it officially recognizes the Community Emergency Response Team (CERT) of the Citizen Corps as an affiliate group under the direction of the City's Office of Emergency Management; and

BE IT FURTHER RESOLVED that the Office of Emergency Management of the City of Ocean City will report any changes to the membership of the Community Emergency Response Team (CERT) of Ocean City annually to the appropriate federal, state and county agencies and file the active membership list with Chief Chad C. Callahan, Director of Police Services; James Smith, Director of Fire & Rescue Services and the City of Ocean City's Joint Insurance Fund representative.

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 20

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

Year	First	Last	City
1 2017	Wanda	Adamson	Petersburg
2 2017	Drew	Antonelli	Ocean City
3 2017	Doug	Bannan	Somers Point
4 2017	Shirley	Bannan	Somers Point
5 2017	Kimberly	Berry	Ocean City
6 2017	John	Bonino	Ocean City
7 2017	Tammy	Bonino	Ocean City
8 2017	Dave	Breeden	Ocean City
9 2017	Al	Cortese	Ocean City
10 2017	Tina	Cortese	Ocean City
11 2017	Susan	Cox	Ocean City
12 2017	Sharon	Cullen	Ocean City
13 2017	Janet	Dershimer	Ocean City
14 2017	Mike	DeVlieger	Ocean City
15 2017	Vivian	Diaz	Ocean City
16 2017	Joel	Dougan	Woodbine
17 2017	Amanda	Doughten	Ocean City
18 2017	Marita	Doumaux	Ocean City
19 2017	Stuart	Doumaux	Ocean City
21 2017	Richard	Fluri	Ocean City
22 2017	Allison	Hartman	Marmora
23 2017	Dave	Hartman	Marmora
24 2017	Alene	Hartman	Marmora
25 2017	Robert	Henry	Ocean City
26 2017	Brian	Kempf	Ocean City
28 2017	Josh	Linthicum	Ocean City
29 2017	Cathy	Lord	Marmora
30 2017	Barbara	McCann	Ocean City
31 2017	Brian	McPeak	Ocean City
32 2017	Mary Agnes	McPeak	Ocean City
33 2017	Aidan	Nunan	Ocean City
34 2017	Dyann	Paoline	Ocean City
35 2017	Thomas	Peck	Petersburg
36 2017	Susan	Phillips	Marmora
37 2017	Crystal	Phillips-Quijano	Ocean City
38 2017	Mike	Scanlan	Ocean View
39 2017	Michael	Scharaga	Ocean City
40 2017	Martin	Schlembach	Ocean City
41 2017	Charlene	Snyder	Ocean City
42 2017	William	Snyder	Ocean City
43 2017	Kristin	Snyder	Ocean City
44 2017	Lisa	Spengler	Ocean City
45 2017	Jeffrey	Spengler	Ocean City
46 2017	Richard	Stahl	Ocean View
47 2017	Tricia	Stover	Marmora
48 2017	Donna	Trickle	Ocean City
49 2017	Dolly	Vivarelli	Ocean City
50 2017	George	Westermann	Petersburg
51 2017	Winnie	Winters-Craft	Ocean City
52 2017	Keith	Zammit	Ocean City

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#17

**CONSENTING TO THE MAYOR’S REAPPOINTMENT OF ANNMARIE CHELIUS
AS A MEMBER TO THE HEALTHY LIVING ADVISORY BOARD**

BE IT RESOLVED, by the Mayor and City Council of the City of Ocean City that the following individuals are hereby reappointed to the Healthy Living Advisory Board in accordance with Ordinance No. 15-24.

<u>NAME</u>	<u>TERM</u>	<u>EXPIRES</u>
Annmarie Chelius	3 Years **	12/31/2020

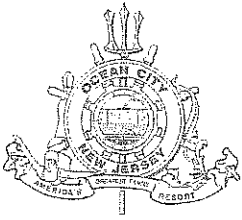
** 2nd Full Term

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 20

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



MAYOR JAY A. GILLIAN

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

February 15, 2018

Melissa Bovera, City Clerk
City of Ocean City
861 Asbury Avenue
Ocean City, New Jersey 08226

RE: Ocean City Healthy Living Advisory Council

Dear Melissa:

With Council's consent, I would like to reappoint the following to the Ocean City Healthy Living Advisory Council effective January 1, 2018:

Annmarie Chelius

She would each be appointed to her second full term of three years, expiring December 31, 2020.

Please include the resolution to appoint her at the next Council meeting. Thank you for your anticipated cooperation.

Sincerely,



Jay A. Gillian
Mayor

c: Pete Madden, Council President

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#18

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 February 4, 2018 to February 16, 2018.

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 – 02.04.18 TO 02.16.18.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 20

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

February 16, 2018
02:53 PM

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

Page No: 1

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

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
15-03032	12/11/15	ACTENGIN ACT ENGINEERS INC	Resolution 15-51-299	Open	19,725.75	0.00	
16-01726	07/20/16	ACTENGIN ACT ENGINEERS INC	RESOLUTION 16-52-201	Open	288.00	0.00	B
16-01727	07/20/16	CALAFATI MICHAEL CALAFATI ARCHITECT,LLC	RESOLUTION 16-52-203	Open	1,794.44	0.00	B
16-01816	08/02/16	IH ENGIN IH ENGINEERS, PC		Open	2,190.38	0.00	
17-00162	01/23/17	SCHAEFFE SCHAEFFER NASSAR SCHEIDEGG	PROFESSIONAL SERVICES 2017	Open	1,250.00	0.00	
17-00177	01/30/17	CAPEP CAPE PROFESSIONAL BILLING	EMERGENCY MEDICAL BILLING	Open	36.85	0.00	B
17-00313	02/03/17	CNS CNS CLEANING CO., INC.		Open	75.00	0.00	B
17-00513	02/23/17	MCCROSS MCCROSSON AND STANTON P.C.	RESOLUTION# 16-52-160	Open	3,671.50	0.00	B
17-00763	03/24/17	SMBISHOP SHIRLEY M. BISHOP, P.P., LLC	COAH SERVICES	Open	1,141.25	0.00	B
17-00812	03/31/17	COMMAND COMMAND CO., INC.	RES 17-53-060; CC #17-24	Open	46,857.72	0.00	B
17-00855	04/11/17	RMAXWELL R. MAXWELL CONST. CO., INC.	RES 17-53-100; CC #17-25	Open	23,324.50	0.00	B
17-00956	04/28/17	ROCKEYMO ROCKY MOUNTAIN TRACKING		Open	1,497.00	0.00	B
17-01020	05/05/17	SCHIAVON FRED M. SCHIAVONE CONST., INC.	RES 17-53-130, CC 17-29	Open	73,917.87	0.00	C
		Contract No: 00001729					
17-01090	05/10/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-134 WETLANDS RESTORA	Open	8,080.46	0.00	
17-01424	06/09/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-162 2017 DREDGING PR	Open	4,643.25	0.00	B
17-01425	06/09/17	CONCOENG CONCORD ENGINEERING GROUP, INC	RES 17-53-145 PROFESSIONAL ENG	Open	30,050.00	0.00	
17-01489	06/15/17	RAYPALME RAY PALMER ASSOCIATES, INC.	RES 17-53-170; CC:17-40, 2017	Open	105,938.00	0.00	B
17-01704	07/11/17	ROBERTH ROBERT H. HOVER & SONS, INC.	RES 17-53-200 ACQUISITION OF	Open	377,966.00	0.00	
17-01982	08/03/17	MCLEES WILLIAM MCLEES ARCHITECTURE	RES 17-53-211	Open	3,500.00	0.00	B
17-02003	08/03/17	MULLIN MULLIN & LONERGAN ASSOCIATES	RES 16-52-262	Open	632.50	0.00	B
17-02125	08/25/17	OCSPE CITY OF OCEAN CITY	2017 EMPLOYER SHARE UNEMPLOYM	Open	24,783.72	0.00	
17-02267	09/05/17	EMERGENC EMERGENCY ACCESSORIES &	RES 17-53-009	Open	5,597.66	0.00	
17-02528	10/04/17	BLANEYKA BLANEY & KARAVAN, PC		Open	805.00	0.00	
17-02590	10/13/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-273; 2017 DREDGE INS	Open	31,599.62	0.00	B
17-02591	10/13/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-274; 2017 BAYFRONT I	Open	8,063.50	0.00	B
17-02659	10/17/17	GEICONSU GEI CONSULTANTS, INC	50 TENNESSEE AVENUE	Open	3,837.50	0.00	B
17-02758	10/19/17	CAPRI CAPRIONI PORTABLE TOILETS, INC	Reso #17-53-303 (10-12-2017)	Open	1,400.00	0.00	
17-02787	10/24/17	SCHIAVON FRED M. SCHIAVONE CONST., INC.	RES 17-53-302; CC 17-51; CONST	Open	54,495.01	0.00	B
17-02925	11/17/17	CATAMA CATAMARAN MEDIA COMPANY		Open	406.00	0.00	
17-02968	11/17/17	ORCHA ORCHARD'S HYDRAULIC SERVICE,IN	Parts as needed	Open	651.14	0.00	B
17-02978	11/21/17	HERC REN HERC RENTAL INC	US COMM RFP# 31172	Open	4,128.00	0.00	
17-02986	11/21/17	ACOUSTIB ACOUSTIBLOK, INC.		Open	10,065.85	0.00	
17-02996	11/22/17	GTBM INC G.T.B.M. INC.		Open	2,658.60	0.00	
17-03163	12/08/17	CRAIG T CRAIG TESTING LABORTORIES, INC	TESTING FOR 2018	Open	1,398.00	0.00	B
17-03169	12/15/17	BSN BSN SPORTS, INC		Open	2,156.93	0.00	
17-03264	12/19/17	GWP GWP ENTERPRISES, INC.	RES 17-53-328 CC: 17-13, 2017	Open	85,823.50	0.00	B
17-03354	12/26/17	SPORTSSP SPORTS SPECIALTIES	EMPLOYEE WORK GEAR	Open	1,489.65	0.00	
17-03355	12/26/17	SPORTSSP SPORTS SPECIALTIES	EMPLOYEE UNIFORMS	Open	496.55	0.00	
17-03356	12/26/17	SPORTSSP SPORTS SPECIALTIES	EMPLOYEE UNIFORM	Open	499.25	0.00	
18-00007	01/12/18	SALES SALES & USE TAX	2018 SALES & USE TAX PAYMENTS	Open	2.05	0.00	
18-00008	01/12/18	SONJ8695 STATE OF NEW JERSEY	2018 MOTOR FUEL TAX PAYMENTS	Open	11.23	0.00	
18-00013	01/17/18	NJAM3 NEW JERSEY-AMERICAN WATER CO.	2018 WATER/SEWER CHARGES	Open	5,950.27	0.00	B
18-00014	01/17/18	AC ELECT ATLANTIC CITY ELECTRIC	2018 CITYWIDE ELECTRIC	Open	53,765.78	0.00	B
18-00016	01/17/18	VERIZ VERIZON	2018 PHONE CHARGES	Open	4,917.31	0.00	B
18-00017	01/17/18	VERIZONL VERIZON ONLINE		Open	98.77	0.00	B
18-00023	01/17/18	NJRPA NJRPA	CONFERENCE REGISTRATION FEES	Open	750.00	0.00	
18-00029	01/17/18	SCHOP WILLIAM SCHOPPY TROPHY COMPANY		Open	80.22	0.00	
18-00032	01/17/18	SPINN SPINNING WHEEL FLORIST INC.		Open	302.00	0.00	B
18-00033	01/17/18	CRYSTAL CRYSTAL SPRINGS	ACCOUNT 19731863378709	Open	11.39	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
18-00034	01/17/18	WHELTECH	WHEL-TECH INC.	Open	1,450.00	0.00		
18-00039	01/17/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	98.00	0.00		
18-00042	01/17/18	MAINL	MAIN LINE COMMERCIAL POOLS, INC	Open	850.00	0.00	B	
18-00130	01/19/18	SJENERG	SOUTH JERSEY ENERGY	2018 GAS SUPPLIER CHARGES	Open	5,678.48	0.00	B
18-00135	01/19/18	SUNEYONE	SUNEY SOLAR OCEAN CITY ONE LLC	2018 MONTHLY PPA CHARGES	Open	876.14	0.00	B
18-00137	01/19/18	ONSOLVEL	ONSOLVE, LLC	CODERED EXTENSION 2018	Open	11,000.00	0.00	
18-00142	01/19/18	THOMASMI	THOMAS G.SMITH, ESQ.	RES# 18-54-032 Tax Appeals	Open	1,251.87	0.00	B
18-00143	01/19/18	VERIWI	VERIZON WIRELESS	ACCOUNT #000133299-00001	Open	2,323.76	0.00	B
18-00146	01/19/18	THETASAG	THE TASA GROUP, INC		Open	5,168.74	0.00	
18-00152	01/19/18	DECOTIIS	DECOTIIS, FITZPATRICK & COLE	EXXON STATION CONDEMNATION 903	Open	8,943.38	0.00	B
18-00155	01/19/18	DECOTIIS	DECOTIIS, FITZPATRICK & COLE	GETTY STATION	Open	20.00	0.00	B
18-00156	01/19/18	ATT3	AT & T	609-398-5368	Open	10.46	0.00	B
18-00158	01/19/18	DISPL	DISPLAY SALES CO.	Quote Attached	Open	4,648.45	0.00	
18-00162	01/19/18	RRDONNEL	RR DONNELLEY	STATE VITAL RECORD PAPER	Open	220.50	0.00	
18-00173	01/24/18	MCMNI	MCMANIMON, SCOTLAND & BAUMANN,	Debt Services	Open	15,491.47	0.00	
18-00174	01/24/18	MUNIWI	MUNICIPAL WELFARE ASSOCIATION		Open	200.00	0.00	
18-00176	01/24/18	MARGATER	MARGATE RECREATION		Open	320.00	0.00	
18-00179	01/24/18	PHILLYKE	PHILLY KEYS LLC		Open	500.00	0.00	
18-00180	01/24/18	ARLENES	ARLENE'S ON ASBURY		Open	99.60	0.00	
18-00181	01/24/18	QCLAB	EUROFINS QC, INC.		Open	68.00	0.00	B
18-00183	01/24/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC		Open	508.00	0.00	
18-00185	01/24/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY		Open	367.99	0.00	
18-00190	01/24/18	RALPH	V.E. RALPH, INC.	1753368	Open	384.54	0.00	
18-00191	01/24/18	HACKNEY	HACKNEY CONCRETE, INC.	2018 DOWNTOWN STREETSCAPES IMP	Open	27,079.34	0.00	
18-00192	01/24/18	BLANEYKA	BLANEY & KARAVAN, PC		Open	35.00	0.00	
18-00199	01/24/18	LINESYST	BLOCK LINE SYSTEMS INC.	2018 PHONE SERVICES	Open	12,622.44	0.00	B
18-00203	01/24/18	NFPA3	NATIONAL FIRE PROTECTION ASSN		Open	58.78	0.00	
18-00204	01/24/18	NJPSAC	NEW JERSEY PUBLIC SAFETY		Open	300.00	0.00	
18-00209	01/24/18	BUSTEDKN	BUSTED KNUCKLE AUTO & TIRE LLC		Open	50.00	0.00	B
18-00210	01/24/18	ADP	AUTOMATIC DATA PROCESSING	2018 PAYROLL SERVICE	Open	19,028.31	0.00	
18-00218	01/29/18	SPARKELE	SPARK ELECTRIC SERVICE, INC	Maintenance, repairs, testing	Open	339.15	0.00	B
18-00219	01/29/18	BUSTEDKN	BUSTED KNUCKLE AUTO & TIRE LLC	Towing as needed	Open	100.00	0.00	B
18-00221	01/29/18	KEEN	KEEN COMPRESSED GAS COMPANY	Compressed gas services	Open	21.19	0.00	B
18-00222	01/29/18	SEASISLE	CITY OF SEA ISLE CITY	RES #17-53-372 SHARED SERVICES	Open	10,001.00	0.00	B
18-00223	01/29/18	SEASISLE	CITY OF SEA ISLE CITY	RESOLUTION 17-53-372	Open	2,000.00	0.00	B
18-00224	01/29/18	360 BUS	360 BUSINESS SOLUTION, INC	FOLDING MACHINE MAINT CONTRACT	Open	800.00	0.00	
18-00228	01/29/18	GRITH	GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2018	Open	3,120.00	0.00	
18-00232	01/29/18	STEIN	MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2018	Open	2,329.00	0.00	
18-00235	01/29/18	NJPLA	N.J. PLANNING OFFICIALS	2018 NJPO WINTERSPRING PROGRAM	Open	475.00	0.00	
18-00243	01/29/18	LESSIGH	HARVEY LESSIG	CLASS REIMBURSEMENT	Open	465.00	0.00	
18-00244	01/29/18	QUANT	QUANTUM INC.		Open	144.00	0.00	
18-00245	01/29/18	ECP	E.C.P. BUSINESS MACHINES		Open	142.50	0.00	
18-00246	01/29/18	SJCAA	SOUTH JERSEY COURT ADMIN ASSN.		Open	180.00	0.00	
18-00248	01/29/18	CMCCC	CAPE MAY COUNTY COURT ADM ASSN		Open	400.00	0.00	
18-00249	01/29/18	INNOL	INNOVATIVE LEADERSHIP, LLC		Open	900.00	0.00	
18-00250	01/29/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	13.49	0.00	
18-00251	01/29/18	MCAA	MCAA OF NEW JERSEY		Open	90.00	0.00	
18-00252	01/29/18	MAACM	MID-ATLANTIC ASSOCIATION		Open	35.00	0.00	
18-00253	01/29/18	NACM	NATIONAL ASSOCIATION FOR		Open	100.00	0.00	
18-00256	02/01/18	OCCHA	O.C. REGIONAL CHAMBER OF		Open	70.00	0.00	
18-00257	02/01/18	BPI	BROADWAY POPS INTERNATIONAL, IN		Open	2,750.00	0.00	
18-00262	02/01/18	AVAYA	AVAYA COMMUNICATION, INC.		Open	236.22	0.00	
18-00263	02/01/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #19747563378700	Open	54.73	0.00	B
18-00266	02/01/18	PROTECT	PROTECTION ONE ALARM		Open	256.50	0.00	B

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00272	02/01/18	MIDATSAL	MID-ATLANTIC SALT, L.L.C.	Open	28,685.48	0.00	
18-00276	02/01/18	PWANJ	PUBLIC WORKS ASSOC OF NJ	Open	165.00	0.00	
18-00282	02/02/18	SNYD	JACK SNYDER	Open	2,968.60	0.00	
18-00283	02/02/18	OCBOARDW	OC BOARDWALK HOLDINGS, LLC	Open	25.00	0.00	
18-00284	02/02/18	NORCROSS	PHILIP & CAROLE NORCROSS	Open	533.50	0.00	
18-00285	02/02/18	BACASTOW	ROBERT BACASTOW	Open	208.70	0.00	
18-00286	02/02/18	DICLEMEN	RALPH DICLEMENTE	Open	500.00	0.00	
18-00287	02/02/18	GLANZMAN	CARL GLANZMANN	Open	685.00	0.00	
18-00288	02/02/18	SURFBUGG	SURF BUGGY CENTERS, INC	Open	417.50	0.00	
18-00289	02/02/18	SCAFISIJ	JOSEPH SCAFISI	Open	244.30	0.00	
18-00291	02/05/18	STETS	B. W. STETSON & CO.	Open	188.25	0.00	B
18-00293	02/05/18	PRIME	PRIME EVENTS	Open	400.00	0.00	
18-00294	02/05/18	SMERGUT	CASEY SMERGUT	Open	170.00	0.00	
18-00296	02/05/18	ARLENES	ARLENE'S ON ASBURY	Open	650.00	0.00	
18-00297	02/05/18	SEMOLA	JULIE SEMOLA	Open	111.00	0.00	
18-00303	02/05/18	RUTG1	RUTGERS, THE STATE UNIV. OF NJ	Open	150.00	0.00	
18-00306	02/05/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	49.95	0.00	
18-00307	02/05/18	CMCCA	C.M.C. MUNICIPAL CLERKS ASSN.	Open	250.00	0.00	Membership Dues
18-00310	02/05/18	420HARTZ	KEITH P. HARTZELL	Open	128.63	0.00	
18-00313	02/07/18	ACTIO	ACTION SUPPLY, INC.	Open	50.00	0.00	B
18-00314	02/07/18	ACUA	ATLANTIC COUNTY UTILITY AUTHOR	Open	421.36	0.00	B
18-00317	02/07/18	STETS	B. W. STETSON & CO.	Open	167.50	0.00	B
18-00319	02/07/18	HBARBER	H. BARBER & SONS, inc.	Open	4,512.30	0.00	
18-00320	02/07/18	TURF	TURF EQUIPMENT & SUPPLY CO, INC	Open	569.16	0.00	B
18-00321	02/07/18	73PSA	ANGELO PSALTIS	Open	10,911.70	0.00	
18-00322	02/07/18	ARDEL	DENNIS ARDELL	Open	1,324.40	0.00	
18-00323	02/07/18	73MIL	FRED MILLER	Open	4,906.37	0.00	
18-00324	02/07/18	73ROSS	JOHN ROSS	Open	4,081.10	0.00	
18-00325	02/07/18	BOURBEAU	KATHLEEN S. BOURBEAU	Open	4,705.20	0.00	
18-00326	02/07/18	KIRK J	JAMES B. KIRK, III	Open	2,441.27	0.00	
18-00327	02/07/18	73HORN	RICHARD HORN	Open	4,631.21	0.00	
18-00328	02/07/18	73BALCHU	WILLIAM BALCHUNAS	Open	6,136.24	0.00	
18-00329	02/07/18	GREEP	STEPHEN F. GREEN	Open	3,600.18	0.00	
18-00330	02/07/18	STULL	WILLIAM O. STULL	Open	4,671.64	0.00	
18-00331	02/07/18	73PET	CRAIG PETERS	Open	5,009.94	0.00	
18-00332	02/07/18	WALLS	CRAIG S. WALLACE	Open	3,502.86	0.00	
18-00333	02/07/18	MCKI2	MRS. KATHLEEN MCKINLEY	Open	8,750.00	0.00	
18-00334	02/07/18	MCKAY	SCOTT D. MCKAY	Open	5,539.45	0.00	
18-00335	02/07/18	AMSLE	M. ROBERT AMSLER	Open	8,271.69	0.00	
18-00336	02/07/18	73MCSPAN	JOHN F. MCSHANE	Open	6,764.01	0.00	
18-00337	02/07/18	73BAUM	MARK T. BAUM	Open	11,445.36	0.00	
18-00338	02/07/18	73MUZ	OLIVER MUZSLAY	Open	10,169.50	0.00	
18-00339	02/07/18	HAMILTON	MICHAEL HAMILTON	Open	5,519.79	0.00	
18-00340	02/07/18	HAMILLIN	LINDA HAMILTON	Open	1,414.62	0.00	
18-00341	02/07/18	73HICKMA	DARREN J. HICKMAN	Open	5,120.23	0.00	
18-00342	02/07/18	73MCCRAC	PAUL MCCracken	Open	5,482.64	0.00	
18-00343	02/07/18	73SPECA	ROBERT SPECA	Open	4,853.11	0.00	
18-00344	02/07/18	73TBRYAN	THOMAS K. BRYAN	Open	4,677.60	0.00	
18-00345	02/07/18	73MONTEM	THOMAS J. MONTEMAGNI	Open	2,711.42	0.00	
18-00346	02/07/18	73SCHMIT	JOSEPH W. SCHMITT	Open	7,819.05	0.00	
18-00347	02/07/18	73YUST	EDWIN YUST	Open	8,160.63	0.00	
18-00348	02/07/18	ALEXV	KIRK ALEXV	Open	5,036.36	0.00	
18-00349	02/07/18	73PLATT	STEVEN G. PLATT	Open	4,024.86	0.00	
18-00350	02/07/18	73OREICH	ROBERT REICH JR.	Open	6,895.33	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00351	02/07/18	730DORNE WILLIAM A. DORNEY	2018 LIFEGUARD PENSION	Open	10,777.66	0.00	
18-00352	02/07/18	730SWAN DENNIS SWAN	2018 LIFEGUARD PENSION	Open	9,774.34	0.00	
18-00353	02/07/18	73GARBUS JEFFREY L. GARBUS	2018 LIFEGUARD PENSION	Open	6,859.43	0.00	
18-00354	02/07/18	730SCHIN RICHARD A. SCHINDEWOLF, JR.	2018 LIFEGUARD PENSION	Open	10,168.52	0.00	
18-00355	02/07/18	73MULIN THOMAS A MULLINEAUX	2018 LIFEGUARD PENSION	Open	20,900.00	0.00	
18-00356	02/07/18	73BROOKS JOHN W. BROOKS	2018 LIFEGUARD PENSION	Open	3,423.12	0.00	
18-00357	02/07/18	73CHISHO KRISTIE CHISHOLM	2018 LIFEGUARD PENSION	Open	6,254.46	0.00	
18-00358	02/07/18	73MUZSLA DREW MUZSLAY	2018 LIFEGUARD PENSION	Open	6,316.90	0.00	
18-00361	02/07/18	CRYSTAL CRYSTAL SPRINGS	ACCOUNT# 1974633-3378444	Open	68.10	0.00	
18-00362	02/07/18	STETS B. W. STETSON & CO.		Open	194.00	0.00	B
18-00363	02/07/18	PRESS THE PRESS	AC PRESS 52 WEEK SUBSCRIPTION	Open	335.92	0.00	
18-00365	02/09/18	SCHID SCHINDLER ELEVATOR CORPORATION		Open	3,224.08	0.00	B
18-00366	02/09/18	OCCHA O.C. REGIONAL CHAMBER OF		Open	8,000.00	0.00	B
18-00369	02/09/18	OCCHA O.C. REGIONAL CHAMBER OF		Open	6,000.00	0.00	
18-00376	02/09/18	NJSAC NJ STATE ASSOCIATION OF CHIEFS		Open	275.00	0.00	
18-00378	02/09/18	63ELL JOSEPH ELLIOTT		Open	869.98	0.00	
18-00379	02/09/18	63BRA MICHAEL BRADY		Open	909.97	0.00	
18-00381	02/09/18	WEMAKEIT WE MAKE IT PERSONAL		Open	224.00	0.00	
18-00382	02/09/18	SCHOP WILLIAM SCHOPPY TROPHY COMPANY		Open	52.44	0.00	
18-00384	02/09/18	AUGELLO JENNIFER AUGELLO		Open	500.00	0.00	
18-00385	02/09/18	730DERR CORBY D. DERR	2018 LIFEGUARD PENSION	Open	3,682.30	0.00	
18-00392	02/13/18	PATRIOTA PATRIOT ARTIST AGENCY		Open	5,000.00	0.00	
18-00398	02/13/18	R EISELE RICHARD EISELEN		Open	180.00	0.00	
18-00400	02/13/18	R COLLIN RITA COLLINS	MEMBERSHIP REFUND	Open	70.00	0.00	
18-00401	02/13/18	I VALCHU INA VALCHUK	SWIM LESSON REFUND	Open	115.00	0.00	
18-00406	02/13/18	GREATIDE GREAT IDEAS CREATIVE GROUP	RESOLUTION # 18-54-073	Open	12,500.00	0.00	
18-00411	02/16/18	CODYS CODY'S POWER EQUIPMENT		Open	399.00	0.00	
18-00412	02/16/18	CODYS CODY'S POWER EQUIPMENT		Open	399.00	0.00	
18-00413	02/16/18	A TO Z L A TO Z LOCK & KEY		Open	125.00	0.00	
18-00414	02/16/18	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	995.60	0.00	
18-00415	02/16/18	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	949.94	0.00	
18-00416	02/16/18	NAPAAUTO SEAVILLE NAPA AUTO PARTS		Open	844.74	0.00	
18-00417	02/16/18	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	601.63	0.00	
18-00418	02/16/18	SJGLA SOUTH JERSEY GLASS & DOOR CO		Open	98.88	0.00	
18-00419	02/16/18	DANSWELD DAN'S WELDING		Open	450.00	0.00	
18-00420	02/16/18	HUBER HUBER LOCKSMITHS, INC		Open	204.00	0.00	
18-00442	02/16/18	WASTM WASTE MANAGEMENT OF NJ INC.	RES #12-49-023	Open	3,605.46	0.00	B
18-00444	02/16/18	CHOICE CHOICE ENVIR. SER. OF NJ, INC.	RESOLUTION# 17-53-351	Open	76,769.41	0.00	B
18-00445	02/16/18	CHOICE CHOICE ENVIR. SER. OF NJ, INC.	RESOLUTION # 17-53-352	Open	33,291.54	0.00	B
18-00447	02/16/18	RIGGI RIGGINS, INC.	RES #18-54-035	Open	20,968.85	0.00	B
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Total Purchase Orders:		197	Total P.O. Line Items:	0	Total List Amount:	1,624,708.26	Total Void Amount: 0.00

February 7, 2018
12:46 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: 92561 to 92561
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
92561	02/07/18	NJDEP2 TREASURER STATE OF NEW JERSEY	500.00		4334
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	500.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	500.00	0.00