#### **ORDINANCE #18-04**

# AN ORDINANCE AMENDING ORDINANCE #87-17, CHAPTER XXX, "MUNICIPAL FEES" OF THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY, NEW JERSEY (Electric Golf Cart Fees)

THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NEW JERSEY DOES HEREBY ORDAIN AS FOLLOWS:

## SECTION 1.

CHAPTER XXX "Municipal Fees" of the revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

## SCHEDULE E GOLF, TENNIS AND PICKLEBALL FEES

		Fee
In	cean City Golf Course: -Season: April 1st to October 31 ff Season: November 1st to Mar	
Y	eniors – 62 years or older outh – 13 Years or younger No charge for non-playing adult a	accompanying youth on the course)
a.	In Season:	
	(1) Normal Green Fee:	\$15.00
	(2) Senior/Youth	\$10.00 per round
b.	Off-Season:	
	(1) Normal Green Fee:	\$10.00 per round
	(2) Senior/Youth	\$8.00 per round
		Monday thru Friday \$10.00 per round Saturday, Sunday and Holidays
c.	Ten Play Card: (Valid in year	purchased only)
	(1) Purchased by April 30th	\$75.00
	(2) Purchased after April 30th	\$95.00
d.	Bag and club rental	\$10.00 per round
e.	Bag rental	\$3.00 per round
f.	<ul><li>(1) Pull Cart</li><li>(2) Electric cart rental</li></ul>	\$3.00 per round \$20.00 per round \$10 per player, per round
g.	number and name of participation	year purchased only. Said pass shall have registration pant on card. The yearly pass is nontransferable and sed by April 30th, \$250 if purchased after April 30th.
h.		privately run tournaments Monday thru Friday at the nanager. Requests shall be submitted to the golf course e requested time.
No	onprofit (As defined)	\$150.00 per hour
Al	l others	\$200.00 per hour
i.	Municipal Golf Course shall cost. The final decision on the by the Golf Course Manager a	handise in the Golf Course Pro Shop at the Ocean City be set at a rate which exceeds the City's total purchase e exact selling price of this merchandise shall be made and Director of Department of Community Services and incial Management on a quarterly basis.

2.	Ocean City Tennis Courts:	
	On weekends from Memorial Day v daily from the third Saturday in Jur	weekend through the third Friday in June, and thereafter ne until Labor Day, the following rates shall apply:
	a. Hard and omni court surfaces	\$8.00 per hour
	b. Reserved	
	c. Students (18 or under) from 1:00 pm to 4:00 pm Mondays thru Fridays	\$5.00 per hour
	d. Ten-Play Discount Cards:	\$65.00
3.	Pickleball:	
	Annual Play Pass:	\$50.00
	Daily	\$5.00

## SECTION 2.

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

## SECTION 3.

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

## SECTION 4.

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

#### ORDINANCE NO. 18-05

# AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK PER (N.J.S.A. 40A: 4-45.14) FOR CALENDAR YEAR 2018

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the City Council of the City of Ocean City in the County of Cape May finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,981,782.85 excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the City Council hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

- NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Ocean City, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the City of Ocean City shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,981,782.85, and that the CY 2018 municipal budget for the City of Ocean City be approved and adopted in accordance with this ordinance; and,
- BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,
- **BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,
- BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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

#### ORDINANCE NO. 18-06

# AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER X, PERSONNEL POLICIES, SECTION 10-3 "BACKGROUND CHECKS FOR EMPLOYEES AND VOLUNTEERS" OF THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY.

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.

Chapter X, "Personnel", Section 10-3, "Background Checks for Employees and Volunteers" Sub-sections 10-3.2 – 10-3.5 are hereby revised to read as follow:

#### 10-3.2 Purpose.

The purpose of this ordinance is to ensure the safety of individuals that participate in the various types of recreation programs, and other social activity programs which are provided by the City of Ocean City. This objective will be achieved by performing background checks, including but not limited to motor vehicle record checks (MVR's), discussions with parole/probation officers, and prior employers. Background checks will be handled by the City of Ocean City Division of Human Resources. The Division of Human Resources will initiate requests, receive reports, conduct telephone conversations with parole/probation officers. Written information received as a result of a "Request for Criminal History Record Information For A Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose(s), as required by the State Police.

The Division of Human Resources will discuss with the Department Head the information that is received from the background check. The Division of Human Resources will inform the employee or the volunteer of the results of the background check, either verbally or in writing. If the notification is done verbally, there will be written documentation of the verbal notification. As is the City's normal procedures, the final hiring decision will be made by the Department Head. (Ord. #03-14, § 2; Ord. #11-02, § 2)

# 10-3.3 Conditions Under Which an Employee or Volunteer Will Be Disqualified from Employment or Volunteer Activity.

An employee or volunteer may be disqualified from serving in such a capacity if that person's criminal record history background check reveals a record of conviction of any of the following crimes and offenses:

- a. Homicide (N.J.S.A. 2C:11);
- b. Assault, endangering, threats (N.J.S.A. 2C:12);
- c. Kidnapping (N.J.S.A. 2C:13);
- d. Sexual Offenses (N.J.S.A. 2C:14);
- e. Robbery (N.J.S.A. 2C:15);
- f. Theft (N.J.S.A. 2C:20);
- g. Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24);
- h. Controlled Dangerous Substances (N.J.S.A. 2C:35 except for 2C:35-10A4).

Circumstances surrounding all other arrests or convictions will be taken into consideration by the Division of Human Resources and the Department Head when making a decision. (Ord. #03-14, § 3; Ord. #11-02, § 2)s

#### 10-3.4 Individuals Subject to Background Checks.

All employees who work for the City of Ocean City shall be subject to the performance of a background check as a condition of employment or continued employment by the City of Ocean City, upon initial hire and every three (3) years thereafter. (Ord. #03-14, § 4; Ord. #04-06, § 1; Ord. #05-28, § 1; Ord. #06-16, § 1; Ord. #07-24, § 1; Ord. No. 11-02, § 1)

#### 10-3.5 Appeals.

Applicants who are not hired or given a volunteer assignment based on the results of a background check may file a request for an appeal by writing to the Division of Human Resources. That appeal request will be considered by an Appeal/Review Committee who will issue a final decision that will be communicated to the applicant in writing. The Appeal/Review Committee will be comprised of a Police Captain, the Business Administrator and the Personnel HR Director. If the employee is a member of a Union, the Union President and the Department Head to whom the employee reports or would report, if hired, shall be added to the Appeals Committee. (Ord. #03-14, § 5; Ord. #11-02, § 2)

## Section 2.

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 3.

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

## Section 4.

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

# RESOLUTION

#2

TO A	AUTHORIZE TI	ACQUIS	ERTISE	MENT OF OI	OF SPI NE (1) 43	ECIFICAT 3,000 GVW	IONS FOR CITY  DUMP TRUCK	CONTRACT #	<b>#18-27</b> ,
advert	BE IT RESOLisement of specifi	<b>VED</b> by t	he City r City Co	Counci ontract	l of the #18-27,	City of Oce Acquisition	ean City, New Jer of One (1) 43,000	sey that it author OWW Dump Tr	rizes the uck.
							Peter V. Madder Council Preside		<b></b>
Note:	Legal advertisen bid proposal op Thursday, April	ening sch	pe placed neduled	in the	Ocean ( esday, A	City Sentine pril 17, 20	el on Wednesday, 18 and an antici	March 28, 2018 pated date of av	with the vard on
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Files: RA	U CC 18-27, Dump Truck	.doc							
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Offense	J h							,	
Offered							City of Ocean City, N		
said Co									eting of
Said CC		NAME Barr Bergman DeVlieger		NAY	ABSENT	ABSTAINED			
	•	Hartzell Madden McClellan Wilson						sner, City Clerk	



AMERICA'S GREATEST FAMILY RESORT

# Memo

To: Joseph Clark, Purchasing Agent

From: Michael Rossbach, Public Works

CC: Jim Mallon, Joseph Berenato, Frank Donato, Jason Sieira

Date: March 7, 2018

Re: One Western Star 4700 Dump Truck

Public Works is requesting support and approval to purchase one (1) new 2018 Western Star 4700 Dump Truck for the Public Works Department. The purchase of this truck is supported by the 2018 Capital Plan and will be purchased through the public bidding process. This Truck will ultimately replace a 1997 GMC dump truck, PW-D3, the last truck to be replaced due to loss during Superstorm Sandy.

The Ocean City Public Works Department is responsible for road maintenance and storm response. This truck will be configured to improve response for both tasks and get the Public Works Department to the number of large dump trucks needed. As with the recent truck replacements, this truck will be fitted with a stainless steel dump body, in addition to a snow plow and a salt spreader for snow storm response. The 43,000 GVW rating will be more in line with the weight capacity of the vehicles lost after Super Storm Sandy.

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

CAPE MAY COUNTY, NEW JERSEY

# RESOLUTION



# AUTHORIZING THE AWARD OF CITY CONTRACT #18-28, ACQUISITION OF TWO (2) 2018 OR NEWER ONE MAN REFUSE COLLECTION SYSTEM VEHICLES

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-083 on February 22, 2018 for City Contract #18-28, Acquisition of Two (2) 2018 or Newer One Man Refuse Collection System Vehicles; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, February 28, 2018, the Notice to Bidders was posted on the City of Ocean City's website, <a href="www.ocnj.us">www.ocnj.us</a> and specifications were distributed to one (1) prospective bidder; and

WHEREAS, bid proposals were opened for City Contract #18-28, Acquisition of Two (2) 2018 or Newer One Man Refuse Collection System Vehicles on Tuesday, March 13, 2018 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

WHEREAS, Joseph P. Berenato, Director of Public Works; Michael Rossbach, Manager of Environmental Operations; 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 proposal and specifications, and recommend that the contract be awarded to Broyhill Manufacturing Company, 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 #18-28, Acquisition of Two (2) 2018 or Newer One Man Refuse Collection System Vehicles be and is hereby awarded to the following lowest responsible bidder:

## Broyhill Manufacturing Company One North Market Square, Box 475 Dakota City, Nebraska 68731

	<u>Description</u>	<b>Quantity</b>	Unit Price	Total Amount
1.	Model Year 2018 or Newer, One-Man Refuse Collection System Vehicles & 7 CY Self Dumping Compactor Box Containers	2 each	\$ 175,620.40	\$ 351,240.80
	ty Contract #18-28, Acquisition of Two (2) 2 (2) (2) (2) (2) (3) (4) (4) (4) (5) (6) (7) (7) (7) (7) (7) (7) (7) (7) (7) (7	2018 or Newer O	ne Man	\$ 351,240.80

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract with Broyhill Manufacturing Company, One North Market Square, Box 475, Dakota City, Nebraska 68731 for City Contract #18-28, Acquisition of Two (2) 2018 or Newer One Man Refuse Collection System Vehicles as listed and in accordance with the specifications and the Bid Proposal Form.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate Capital Account when the purchase order is issued.

# CERTIFICATION OF FUNDS Frank Donato III, CMFO Director of Financial Management FILES: RAW 18-28 2-One Man Refuse Collection System Vehicles.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 | DeVileger | Hartzell | Madden | Melissa G. Rasner, City Clerk | Meclellan | Melissa G. Rasner, City Clerk | Melissa G. Rasner, City Clerk



AMERICA'S GREATEST FAMILY RESORT

DATE RECEIVED: Tuesday, March 13, 2018 @ 2:00 PM, EST CITY RFP #: 18-28 PROPOSAL NAME: Acquistion of Two (2) Model Year 2018 or Newer One-Man Refuse Collection System Vehicles

#### PURCHASING DIVISION **SUMMARY OF BIDS** BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

	NAME, ADDRESS &		The Broyhill Manufa	acturing Company					1	
	BID OF EACH BIDDER		One North Ma	rket Square	•					"
			Dakota City,	NE 68731						
			Tammy D. Steemker	, Senior VP of Ops						
Key:	Recommended for Award		P: 402-987-3	412 ext 132						
1			F: 402-98							
			E: accounting@	broyhill.com			,			
Iten		Qty	Unit Price	Total Price						
	Model Year 2018 or Newer, One Man Refuse Collection System	_								
1.0	Vehicles & 7 C.Y. Self Dumping Compactor Box Containers	2	\$175,620.40	\$351,240.80						
	Total Ba	se Bid:		\$351,240.80		•				•
	Delivery, in days, after receipt o	f a PO:		150					ì	
	Required Information									
	Required Number of Cor	ies (2):	Y/N	Yes	Y/N		Y/N		Y/N	
	Bid Depos	it/Bond:	Y/N	Yes	Y/N		Y/N		Ý/N	
	Consent of		Y/N	No	Y/N		Y/N		Y/N	
	Right to Extend - Time for	Award:	Y/N	Yes	Y/N		Y/N		Y/N	
	Statement of Ownership Dis		Y/N	Yes	Y/N		Y/N		Y/N	
	Non-Collusion A		Y/N	Yes	Y/N		Y/N		Y/N	
	Mandatory Equal Employment Opportunity Lai		Y/N	Yes	Y/N		Y/N		Y/N	
	NJ Affirmative Action Regulation Complaince		Y/N	Yes	Y/N		Y/N		Y/N	
	Required Subcontractors		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	Acknowledge of Receipt of A		Y/N	Yes - None	Y/N	None	Y/N	None	Y/N	None
	Disclosure of Investment Activites in Iran Statement-Two Par		Y/N	Yes	Y/N		Y/N		Y/N	
	Manufacturer's Affidavit & Certificate of		Y/N	Yes	Y/N		Y/N		Y/N	
	NJ Business Registration Certificate		Y/N	Yes	Y/N		Y/N		Y/N	
	NJ Business Registration Certificate for Subcontractors		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
<u> </u>	NJ Public Works Contractors Registration Act Cer		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	NJ Public Works Contractors Registration Act Certificate for Subcont		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	Statement of Au		Y/N	Yes	Y/N		Y/N		Y/N	
	Vehicle Data Information		Y/N	Yes	Y/N		Y/N		Y/N	
	Reference List of Cus		Y/N	Yes	Y/N		Y/N		Y/N	
<u></u>		W-9:	Y/N	Yes	Y/N		Y/N		Y/N	



AMERICA'S GREATEST FAMILY RESORT

# Memo

To: Joseph Clark, Purchasing Agent

From: Michael Rossbach, Public Works

CC: Jim Mallon, Joseph Berenato, Frank Donato, Jason Sieira

Date: March 14, 2018

Re: City Contract #18-28

Reference contract #18-28 "Acquisition of Two (2), Model Year 2018 or Newer One-Man Refuse Collection System Vehicles", please accept the bid from the Broyhill Manufacturing Company as they are the lowest responsible bidder. These vehicles, also known as "Load and Packs", are used to service beach and roadside trash and recycling cans. They can service several hundred cans a day and are invaluable for beach/city cleanliness during the summer and shoulder seasons.

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

CAPE MAY COUNTY, NEW JERSEY

# RESOLUTION

#### AUTHORIZING THE AWARD OF CITY CONTRACT #18-24 R-1, 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, <a href="www.ocnj.us">www.ocnj.us</a> 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; 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

WHEREAS, the City Council of the City of Ocean City, New Jersey, awarded items #11, 12, 13, 14, 21 & 46 and authorized for rebid the remaining items for City Contract #18-24, Lease of City Owned Beach Parcels by Resolution #18-54-085 adopted on February 22, 2018; and

WHEREAS, the Notice to Bidders for City Contract #18-24 R-1, Lease of City Owned Beach Parcels was advertised in the Ocean City Sentinel on Wednesday, February 7, 2018, the Notice to Bidders was posted on the City of Ocean City's website, <a href="www.ocnj.us">www.ocnj.us</a> and distributed to five (5) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #18-24 R-1, Lease of City Owned Beach Parcels on Tuesday, February 27, 2018 and one (1) bid proposal was 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 proposal and specifications and recommended that City Contract #18-24 R-1, Lease of City Owned Beach Parcels; Items #45 be awarded to Shore Concepts, the highest responsible bidder; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #18-24 R-1, Lease of City Owned Beach Parcels be and is hereby awarded to the following highest responsible bidder:

### Shore Concepts 711 1<sup>st</sup> Street-#2 Ocean City, NJ 08226

<u>Item</u>	<u>Description</u>	<u>Q</u> 1	<u>uantity</u>	Mir	nimum Bid	<u>To</u> 1	tal Bid
45	Tax Block 5801, Comprising of Lots 1, located along Central Avenue from the South side of 58 <sup>th</sup> Street to the North side of 59 <sup>th</sup> Street	1	each	\$	275.00	· \$	275.00
Total An	aount of One (1) Item Awarded to Shore Conc	epts		••••		<b>\$</b>	275 00

# RESOLUTION

**BE IT FURTHER RESOLVED** that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contracts Shore Concepts, 711 1<sup>st</sup> Street-#2, Ocean City, NJ 08226 for a period of eighteen (18) 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 two (2) seasons (36 weeks) or City Contract #18-24 R-1, Lease of City Owned Beach Parcels; Item #45 as listed and in accordance with the bid specifications and the submitted Bid Proposal Form.

Peter V. Madden	
Council President	

Files: RAW 18-24 R-1, Lease of City Owned Beach Parcels.doc

Offered by			····	. Second	ed by	
The above resolut	ion was du	ly adopte	ed by the	City Cou	ncil of the City o	of Ocean City, New Jersey, at a meeting of
said Council duly held on	the		•••••	d	lay of	
	NAME Barr			ABSENT	ABSTAINED	
	Bergman DeVlieger					
	Hartzell Madden					Melissa G. Rasner, City Clerk
	McClellan Wilson		***************************************	***************************************	Manager Commence of the Commen	



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

# CITY OF OCEAN CITY

#### AMERICA'S GREATEST FAMILY RESORT

DATE RECEIVED: Tuesday, February 27, 2018 @ 2: P.M., EST

CITY CONTRACT #: 18-24 R-1

	NAME, ADDRESS &		Γ	Shore	Со	ncierge						
	BID OF EACH BIDDER			711 1	lst:	St., #2						
			Ocean City, NJ 08226									
	Recommended for Award			Jacquelyn	ı To	occi, Owner			.,			
				P: 609	)-52	23-1533						
						given						
						erge@gmail.com						
ITEM	DESCRIPTION	QTY	М	INIMUM BID		LEASE FEE	MINI	MUM BID	LEASE FEE	MIN	IMUM 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,		L									
	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											
	<b>16, 16.01, 16.02, 16.03, 19 &amp; 21,</b> located at 323						<u> </u>					
	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	\$ -
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 lot 1, 2.01, 3,											
	located between Surf & Seaspray Road, Beachfront											
	at Waverly & 247 Waverly Road	1	\$	275.00	\$	-	\$	275.00	\$ -	\$	275.00	\$ -

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

DATE RECEIVED: Tuesday, February 27, 2018 @ 2: P.M., EST

CITY CONTRACT #: 18-24 R-1

	NAME, ADDRESS &			Shore	Concierge					
	BID OF EACH BIDDER			711 1	Lst St., #2		***************************************			
				Ocean C	ity, NJ 08226					
	Recommended for Award			Jacquelyr	Tocci, Owner					
1				P: 609	9-523-1533					
				F: n	on given					
			E:	myshorecor	ncierge@gmail.com					
ITEM	DESCRIPTION	QTY	MIN	IMUM BID	LEASE FEE	MINIMUM B	ID LEASE FEE	MINIMU	JM BID	LEASE FEE
11	Tax Block 100, comprising of lots 6 & 6.01,									
	located at 924-928 First Street & Boardwalk	1	\$	275.00	Previously Awarded	\$ 275.	00 Previously Awarde	<b>d</b> \$	275.00	Previously Awarded
12	Tax Block 202, comprising of lot 8, located at						,			
	232-242, Boardwalk	1	\$	275.00	Previously Awarded	\$ 275.	00 Previously Awarde	<b>d</b> \$	275.00	Previously Awarded
13	Tax Block 301, comprising of lots 7, 8, 9 & 10, located									
	between 4th Street & Park Place at the Boardwalk,	1	\$	275.00	Previously Awarded	\$ 275.	00 Previously Awarde	<b>d</b> \$	275.00	Previously Awarded
	921-925 4th Street								,	_
14	Tax Block 400, comprising of lots 10 & 11, located at									
	400 Boardwalk & 923 Brighton Place	1	\$	275.00	Previously Awarded	\$ 275.	O Previously Awarde	d \$	275.00	Previously Awarded
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	\$ -
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 lots 1,									
	located at 3301-3329 Wesley Avenue	1	\$	275.00	\$ -	\$ 275.0	00 \$ -	\$ ;	275.00	\$
21	Tax Block 3400, comprising of lots 2 & 3,									
	located at 3409-3411, 3413-3415 Wesley Avenue	1	\$	275.00	\$ -	\$ 275.0	00 \$ -	\$ 2	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	\$ -	\$ 275.0	00 \$ -	\$ 7	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	\$ -	\$ 275.0	00 \$ ~	\$ 2	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	\$ -	\$ 275.0	00 \$ -	\$ 2	275.00	\$ -

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

#### DATE RECEIVED: Tuesday, February 27, 2018 @ 2: P.M., EST

CITY CONTRACT #: 18-24 R-1

	NAME, ADDRESS &			Shore	Conci	erge								
	BID OF EACH BIDDER			711 1	lst St.,	#2								
			Ocean City, NJ 08226											
	Recommended for Award			Jacquelyn	1 Tocci	, Owner							••••	
				P: 609	9-523-:	1533	1							
				F: n	on giv	en								
			E:			@gmail.com								
ITEM	DESCRIPTION	QTY		IMUM BID		EASE FEE	MINI	MUM BID		LEASE FEE	MIN	IMUM BID	LEASE	FEE
25	Tax Block 3800, comprising of lots 1, 1.01,								1		1			
	2, 3, 4, 5 & 5.01, along Wesley Avenue	1	\$	275.00	\$	_	\$	275.00	\$	_	\$	275.00	\$	_
26	Tax Block 3900, comprising of lot 1,						<u> </u>						Т	
	located at 3901-3943 Wesley Avenue	1	\$	275.00	\$	<u> </u>	\$	275.00	\$		\$	275.00	\$	_
27	Tax Block 4001, comprising of lots 11, 12, & 13,				<u> </u>				<u> </u>				T	
	located at 4000, 4006-10, 4014-16 Wesley Avenue					***					1			
	(Unguarded Beach)	1	\$	275.00	\$	_	\$	275.00	\$	M	\$	275.00	\$	_
28	Tax Block 4201, comprising of lots 12 & 13,												Т	
	located at 4200-4201, 4208-40 Wesley Avenue	1	\$	275.00	\$		\$	275.00	\$	_	\$	275.00	\$	-
29	Tax Block 4301, comprising of lot 13,				<u> </u>		'						T.	<del>, ,</del> ,,
·	located at 4300-4302 Wesley Avenue	<u> </u>												
	(Unguarded Beach)	1	\$	275.00	\$	_	\$	275.00	\$	_	\$	275.00	\$	_
30	Tax Block 4401, comprising of lot 13,						<u>'</u>		<del>                                     </del>		1			<del>.</del>
	located at 4400-4444 Wesley Avenue	1	\$	275.00	\$	_	\$	275.00	\$		\$	275.00	\$	_
31	Tax Block 4501, comprising of lot 12,								<u> </u>					
	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,										1			
	located at 47 <sup>th</sup> Street & St. David's Place										1			
	(Unguarded Beach)	1	\$	275.00	\$	_	\$	275.00	\$	_	\$	275.00	\$	_
34	Tax Block 4701.02, comprising of lot 3,						<del>-</del>		Ė		1		*	
	located at St. David's & Merion Place								<u> </u>		1			<del>.</del>
	(Unguarded Beach)	1	\$	275.00	\$		\$	275.00	\$	-	\$	275.00	\$	_
35	Tax Block 4701.03, comprising of lot 4,								<u> </u>		1			
	located at 500 Merion Place & 48 <sup>th</sup> Street										1			······································
	(Unguarded Beach)	1	\$	275.00	\$	-	\$	275.00	\$	_	\$	275.00	\$	-
36	Tax Block 4801, comprising of lots 12, 12.01,				•		'		1				τ	<del></del>
	<b>14, 15, 16 &amp; 17,</b> 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	\$	_

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

DATE RECEIVED: Tuesday, February 27, 2018 @ 2: P.M., EST

CITY CONTRACT #: 18-24 R-1

	NAME, ADDRESS &			Shore	e Cor	ncierge						
	BID OF EACH BIDDER					St., #2				1		
				Ocean City, NJ 08226				•				
	Recommended for Award		Jacquelyn Tocci, Owner							<b></b>		
				<u> </u>		3-1533				1		
				F: n	on g	given						
			E:	myshoreco	ncie	rge@gmail.com						
ITEM	DESCRIPTION	QTY	MIN	IMUM BID		LEASE FEE	MIN:	IMUM BID	LEASE FEE	MIN	IMUM BID	LEASE FEE
37	Tax Block 4901, comprising of lots 13.01,											
	<b>13.02, 14, 15 &amp; 15.01,</b> located at 4910,		1									
	4912-14, 4916-21, 4924-26, 4928-30, 4944-46		İ								****	
	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	\$	Part	\$	275.00	\$ -	\$	275.00	\$ -
	Tax Block 5101, comprising of lots 11,				İ					†		
	<b>12, 12.01, 13, 14 &amp; 15,</b> located at 5100-06											
	5108-10, 5112-14, 5116-26, 5128-30, 5132-38 Wesley Avenue	1	\$	275.00	\$	F	\$	275.00	\$ -	\$	275.00	\$
	Tax Block 5201, comprising of lots 19,						***************************************					
	<b>20 &amp; 21,</b> 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	\$ -
	Tax Block 5501, comprising of lot 13, 13.01, 14, 15 & 17,											
	located at 5500-02, 5504-06, 5508-10, 5512-14,											,,,,
1	5520-38 Wesley Avenue	1	\$	275.00	\$	-	\$	275.00	\$ -	\$	275.00	\$ -
	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	\$ -	\$	275.00	\$ -
	Tax Block 5801, comprising of lots 1,									Ė		
	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	\$ -
	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	Pr	eviously Award	\$	275.00	Previously Award	\$	275.00	Previously Award

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

DATE RECEIVED: Tuesday, February 27, 2018 @ 2: P.M., EST

CITY CONTRACT #: 18-24 R-1

	NAME, ADDRESS &		Shore	Concierge				
BID OF EACH BIDDER			711 1	st St., #2		, AMANONE IIII		
			Ocean C	ty, NJ 08226				
	Recommended for Award		Jacquelyn	Tocci, Owner				· · · · · · · · · · · · · · · · · · ·
			P: 609	-523-1533				
İ				on given				
				cierge@gmail.com				
ITEM		QTY	MINIMUM BID	LEASE FEE	MINIMUM BID	LEASE FEE	MINIMUM BID	LEASE FEE
	Total Lease Fee(s) to be Paid to the City (All Items Bid):			\$ 275.00	\$		\$	_
	Total Number of Items Bid (All Items Bid):		1 ,					
	Required Information							
	Required Number of Copie	es (2):	YES/NO	Yes	YES/NO		YES/NO	
*****	Bid Deposit/			Yes	YES/NO		YES/NO	
	Consent of S		YES/NO	Yes	YES/NO		YES/NO	
	Buy American Certific		YES/NO	Yes	YES/NO		YES/NO	
	Right to Extend - Time for A		YES/NO	Yes	YES/NO		YES/NO	
	Statement of Ownership Discl		YES/NO	Yes	YES/NO		YES/NO	
	Non-Collusion Aff		YES/NO	Yes	YES/NO		YES/NO	
	Mandatory Equal Employment Opportunity Lang		YES/NO	Yes	YES/NO		YES/NO	
	NJ Affirmative Action Regulation Complaince N		YES/NO	Yes	YES/NO		YES/NO	
	Required Subcontractors Listing (None Requ		YES/NO	Yes	YES/NO		YES/NO	
	Acknowledge of Receipt of Addenda (None Is		YES/NO	Yes	YES/NO		YES/NO	
	Disclosure of Investment Activites in Iran Statement-Two Part		YES/NO	Yes	YES/NO		YES/NO	
	NJ Business Registration Certificate (		YES/NO	Yes	YES/NO		YES/NO	
····	NJ Business Registration Certificate for Subcontractors (		YES/NO	Yes	YES/NO		YES/NO	
17 DL.	NJ Public Works Contractors Registration Act Certif		YES/NO	Yes	YES/NO		YES/NO	
is Publ	ic Works Contractors Registration Act Certificate for Subcontra		YES/NO	Yes	YES/NO		YES/NO	
	Statement of Auth		YES/NO	Yes	YES/NO		YES/NO	
		W-9:	YES/NO	Yes	YES/NO		YES/NO	

# RESOLUTION



## AUTHORIZING THE AWARD OF A CITY RFP #Q18-007 R-1, 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 <a href="www.ocnj.us">www.ocnj.us</a> and the RFQ documents were distributed to three (3) prospective bidders; and

WHEREAS, the Request for Proposals (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; 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

**WHEREAS**, the City Council of the City of Ocean City, New Jersey, awarded City RFQ #Q18-007, Professional Tennis Instructor Services for the City of Ocean City to Joseph DiCosole by Resolution #18-54-087 adopted on February 22, 2018 and authorized the rebid; and

WHEREAS, the Notice to Bidders for City RFQ #Q18-007 R-1, Professional Tennis Instructor Services for the City of Ocean City was advertised in the Ocean City Sentinel on Wednesday, February 7, 2018, the Notice to Bidders was posted on the City of Ocean City's website, <a href="www.ocnj.us">www.ocnj.us</a> and distributed to three (3) prospective bidder(s); and

WHEREAS, bid proposals were opened for City RFQ #Q18-007 R-1, Professional Tennis Instructor Services for the City of Ocean City on Tuesday, February 27, 2018 and two (2) quote proposals were received per the attached Summary of Quote Proposals; 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 R-1, Professional Tennis Instructor Services for the City of Ocean City be awarded to Mark Nigalan Tennis Academy & Nonya, LLC, the two (2) responsible bidders; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City RFQ #Q18-007 R-1, Professional Tennis Instructor Services be and is hereby awarded to the following two (2) responsible bidders:

### Mark Nigalan Tennis Academy Mark Nigalan, Director 8 Mimi Court Northfield, NJ 08225

<u>Item</u>	Descr	<u>uption</u>	Weekly Fee to <u>Be Paid to the City</u>					
1.0	Profes a.	ssional Tennis Instructor(s) Services 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				

# RESOLUTION

# Nonya LLC Jason Howard Fingerman, Director

1607 Prince Drive Cherry Hill, NJ 0803-3022							
<u>Item</u>	<b>Description</b>	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				
North Direct 15, 20	<b>BE IT FURTHER RESOLVED</b> that the Mayor and the er into a formal contract with Mark Nigalan Tennis Acasteld, NJ 08225 & Nonya LLC, 1607 Prince Drive, Cherry or for a period of two (2) calendar years beginning May 1 19 for City RFQ #Q18-007 R-1, Professional Tennis Inst solution and submitted quote proposal.	ademy, Mark N Hill, NJ 0803- 5, 2018 and cor	igalan, Director, 8 Mimi Court, 3022, Jason Howard Fingerman, atinuing through until September				
			V. Madden cil President				
iles: RA	W Q18-007R-1 Professional Tennis Instructor Services.doc						

Offered by				Second	led by	
The above resol	ution was du	ıly adop	ted by the	e City Cou	incil of the Cit	y of Ocean City, New Jersey, at a meeting of
said Council duly held o	on the				day of	2018
	NAME Barr				ABSTAINED	
	Bergman DeVlieger Hartzell					***************************************
	Madden McClellan Wilson		~~~~~			Melissa G. Rasner, City Clerk



AMERICA'S GREATEST FAMILY RESORT

DATE RECEIVED: Tuesday, February 27, 2018 @ 2:00 PM, EST CITY RFP #: Q-18-007 R-1
PROPOSAL NAME: Professional Tennis Instructor(s) Services

#### PURCHASING DIVISION **SUMMARY OF QUOTES** 3Y THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

	NAME, ADDRESS &	Mark Nigalan Te	ennis Academy	Nonya	LLC				
BID OF EACH BIDDER		Mark Nigala	n, Director	1607 Prin					
1	·	8 Mimi	Court	Cherry Hill, N.	0803-3022				
1		Northfield,	NJ 08225	Jason Howard Fing				***	***************************************
Key:	Recommended for Award	P: 609-99	92-1925	P: 856-97		······································			
		F: none	given	F: none	given		***************************************		· · · · · · · · · · · · · · · · · · ·
<u></u>		E: mntatennis	@gmail.com	E: jasonfingerma	in@yahoo.com			***************************************	······································
Item		2018	2019	2018	2019	2018	2019	2018	2019
1.0	Professional Tennis Instructor(s) Services	\$200.00	\$200.00	\$200.00	\$200.00				
	Weeks (5/15/2018 – 9/15/2018)					2		***************************************	
	Weeks (5/15/2019 – 9/15/2019)								
	Required Information								
	Required Number of Copies (3):	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	Bid Deposit/Bond:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	Consent of Surety:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	Buy American Certification:	Y/N	Yes	Y/N	Yes	· Y/N		Y/N	
	Right to Extend - Time for Award:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	***
	Statement of Ownership Disclosure:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
<u></u>	Non-Collusion Affidavit:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
<u> </u>	Mandatory Equal Employment Opportunity Language:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	***************************************
	NJ Affirmative Action Regulation Complaince Notice:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	Required Subcontractors Listing:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	:
	Acknowledge of Receipt of Addenda:	Y/N	Yes - None	Y/N	Yes - None	Y/N	None	Y/N	None
e of In	vestment Activites in Iran Statement-Two Part Form:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	NJ Business Registration Certificate (BRC):	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
Busin	ess Registration Certificate for Subcontractors (BRC):	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	Public Works Contractors Registration Act Certificate:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
Contra	actors Registration Act Certificate for Subcontractors:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	Statement of Authority:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	
	W-9:	Y/N	Yes	Y/N	Yes	Y/N		Y/N	



AMERICA'S GREATEST FAMILY RESORT

#### **MEMO**

Date: March 14, 2018

To: Joseph Clark, Purchasing Agent

From: Michael Allegretto, Director of Community Services

Re: Tennis Instructors

I reviewed the tennis instructor's contractors. By awarding these contracts to Mark Nigalan and Jason Fingerman tennis instruction will occur at the 6<sup>th</sup> street and 34<sup>th</sup> street courts. The instructors will also help with groups clinics which occur during the summer. Both will benefit the tennis program and promote the sport in Ocean City.

# #6

# RESOLUTION

# AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & BESTCO BENEFIT PLANS LLC D/B/A BENISTAR AS THE PROVIDER OF THE RETIREE HEALTH CARE BENEFIT PROGRAM

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with Bestco Benefit Plans, LLC D/B/A Benistar of 10 Tower Lane, Suite 100, Avon, CT 06001, to provide an option for the Retiree Group Health Care Benefit Program; and

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

WHEREAS, Bestco Benefit Plans, LLC D/B/A Benistar has been determined to have the necessary expertise and ability to provide the Health Care Benefit Program for retirees of the City of Ocean City; and

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

WHEREAS, James V. Mallon, Business Administrator; Frank Donato III, CMFO, Director of Financial Management; Elizabeth M. Woods, Director of Human Resources; Dorothy F. McCrosson, Esq., City Solicitor; Kevin Croly, Innovative Risk Solutions, Inc. (Broker of Record); Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the said firm's proposal and recommended that Bestco Benefit Plans, LLC D/B/A Benistar of 10 Tower Lane, Suite 100, Avon, CT 06001 be awarded an alternative-non-advertised contract for the Retiree Health Care Benefit Program; 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, Bestco Benefit Plans, LLC D/B/A Benistar has completed and submitted a Business Entity Disclosure Certification which certifies that Bestco Benefit Plans, LLC D/B/A Benistar has not made any reportable contribution 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 Bestco Benefit Plans, LLC D/B/A Benistar from making any reportable 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 a professional service contract to **Bestco Benefit Plans, LLC D/B/A Benistar of 10 Tower Lane, Suite 100, Avon, CT 06001** for professional services as the provider of the Retiree Health Care Benefit Program as follows:

- 1. Fees shall be charged and paid as per attached Schedule "A."
- 2. The term of the contract shall be for a period of twelve (12) months, commencing on January 1, 2018 through December 31, 2018.
- 3. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Bestco Benefit Plans, LLC D/B/A Benistar has been submitted and shall be placed on file in the City's Purchasing Division Office.
- 4. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

# RESOLUTION

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Bestco Benefit Plans, LLC D/B/A Benistar of 10 Tower Lane, Suite 100, Avon, CT 06001 beginning on January 1, 2018 and continuing through until December 31, 2018 as the provider of the Retiree Health Care Benefit Program for the City of Ocean City as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that 2018 funds are contingent upon the adoption of the 2018 Local Municipal Budget and shall be charged to the Operating Account No. 8-01-20-025-371. The estimated annual contract value is \$48,000.00.

**CERTIFICATION OF FUNDS** 

rank Donato, III, CMFO	Peter V. Madden
rirector of Financial Management	Council President
Pro acces	
es: RPS 2018 Benistar Refiree Health Care Program.doc	
,	
C d 1	
ered by	Seconded by
The above resolution was duly adopted by th	ne City Council of the City of Ocean City, New Jersey, at a meeting
d Council duly held on the	
NAME AYE NAY Barr Bergman	ABSENT ABSTAINED
DeVlieger Hartzell	
Madden McClellan	Melissa G. Rasner, City Clerk
Wilson	· · · · · · · · · · · · · · · · · · ·

# Memo

To:

James Mallon

11011

From: Diane Wood

Date:

March 15, 2018

Re:

**Hartford - Benistar Resolution** 

Jim,

In an effort to reduce healthcare costs for Medicare-eligible Retirees who will be required to pay a contribution towards retirement health benefits, Kevin Croly of Innovative Risk Solutions marketed a City Health and Prescription Drug plan for 2018 with Hartford and Express Scripts, administered by Benistar. This plan is at considerable savings to both the City and the Retirees. The plans include Premium Plus medical coverage provided by Hartford, in addition to Medicare Part D prescription drug benefits provided by Express Scripts Insurance Company.

The Hartford rates are based on the insured's age with a \$14.95 per person per month administrative fee for services and a \$2.26 additional per person per month for chiropractic, acupuncture, and annual physical exam benefits.

<65 \$294.70 65-69 \$179.10 70-74 \$210.04 75-79 \$240.47 80+ \$250.40

The Express Scripts rate is \$282.00 per person per month.

Total expected annual cost for 2018 would be \$48,000.

#### CAPE MAY COUNTY, NEW JERSEY

# RESOLUTION



# AUTHORIZING FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT #16-15, BOARDWALK RECONSTRUCTION FROM 8<sup>TH</sup> STREET TO 10<sup>TH</sup> STREET

WHEREAS, Specifications were authorized for advertisement by Resolution #16-52-158 on Thursday, May 12, 2016 for City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on May 11, 2016, the Notice to Bidders was posted on the City of Ocean City's website @ www.ocnj.us and the Invitation to Bid was distributed to thirteen (13) prospective bidder(s) for City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street; and

WHEREAS, bid proposals were opened for City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street on Thursday, June 9, 2016 and four (4) bid proposals were received; and

WHEREAS, Joseph P. Berenato, Director of Public Works; Arthur Chew, P.E., Assistant City Engineer; Roger A. Rinck, Manager Specialist; Mathew von der Hayden, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager had reviewed the bid proposals and specifications and recommended that the contract be awarded to Fred M. Schiavone Construction, Inc. the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street on June 23, 2016 by Resolution #16-52-175 to Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328 in the amount of \$3,409,575.25; and

WHEREAS, the City Council of Ocean City, New Jersey awarded Change Order #1 to City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street on March 23, 2017 by Resolution #17-53-104 in the amount of \$426,016.00 for a total adjusted contract amount of \$3,835,591.25; and

WHEREAS, Joseph P. Berenato, Director of Public Works; Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Roger A. Rinck, Manager Specialist; Rachel N. Ballezzi, Clerk; 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 for City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street; and

WHEREAS, the final contract cost including Change Order #1 is \$3,835,591.25 representing the an increase of 12.50(%) percent for City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street; and

**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 #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street (PO #16-01527); and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process a final payment in the amount of \$76,711.33 for City Contract #16-15, Boardwalk Reconstruction from 8<sup>th</sup> Street to 10<sup>th</sup> Street (PO #16-01527) issued to Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328 to be charged to the following Capital Account #C-04-55-301-202 (PO #16-01527 Balance).

## **CERTIFICATION OF FUNDS** Frank Donato III, CMFO Peter V. Madden Director of Financial Management Council President Files: RESFAFP 16-15 Boardwalk 8th to 10th Sts.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 NAME AYE ABSENT ABSTAINED NAY Barr DeVlieger Hartzell Melissa G. Rasner, City Clerk Madden

McClellan



# CITY OF OCEAN CITY ENGINEERING DIVISION

ENGINEERING DIVISION PAYMENT CERTIFICATE

16-01527 Contractor: BOARDWALK RECONSTRUCTION FROM 8TH ST TO

FRED M SCHIAVONE CONST INC PO BOX 416 MALAGA NJ 08328

Certificate No. 25

Project: B0 10 File No.: 1-

File No.: 1-16-015 QTY AMOUNT TOTAL OVERAG TOTAL ITEM ITEM DESCRIPTION CONTRACT CONTRACT COMPL PAYABLE COMPL QTY (paid at AMOUNT NO QTY UNITS PRICE AMOUNT CERT#8 CERT#8 COMPL PAYABLE closeout) CLEARING SITE LUMP SUM \$598,472,00 \$598,472,00 \$0.00 100.009 \$598,472.00 CONCRETE PILING UNITS \$0.01 \$0.05 5 \$0.00 100.00% \$0.00 \$0.05 REMOVAL SOIL EROSION AND LUMP SUM \$560.00 \$560,00 \$0.00 100,00% \$560,00 SEDIMENT CONTROL MAINTENANCE AND LUMP SUM \$2,240.00 \$2,240.00 \$0.00 100.00% \$0.00 \$2,240.00 PROTECTION OF TRAFFIC 5 35' PILING, CLASS B \$700,00 1,087 UNITS \$760,900,00 \$0.00 1087 \$760,900.00 25' PILING, CLASS B UNITS \$5.053.44 8 \$631.68 \$0.00 100.00% \$0.00 \$5,053.44 ALUMINUM 1 1/2" PIPE LUMP SUM \$9,340.80 \$9,340.80 \$0,00 100.00% \$0.00 \$9,340.80 RAILING - 2 RAIL -REMOVE/INSTALL BOARDWALK DECKING 77,400 S.F. \$11.65 \$901,710.00 \$0.00 77400 100.00% \$0.00 \$901,710.00 ADA RAMP UNITS \$9,798.88 \$19,597.76 \$0.00 100.00% \$0.00 \$19.597.76 10 ADA VEHICLE RAMP UNITS \$25,189,92 \$25,189,92 \$0,00 100.00% \$0.00 \$25,189.92 11 STEPS UNITS \$2,800.00 \$11,200.00 \$0.00 100,00% \$0.00 \$11,200.00 8"X12" PILE CAP 7,680 L.F. \$29.12 \$223.641.60 \$0.00 7679.993 100.00% \$0.00 \$223,641,40 BOARDWALK LIGHTING, LUMP SUM \$33,880.00 \$33,880.00 \$0.00 100.00% \$0.00 \$33,880.00 REMOVAL AND REINSTALL BOARDWALK ELECTRICAL 1 LUMP SUM \$23,027.20 \$23,027.20 100.00% \$0,00 \$0.00 \$23,027.20 BOX REMOVAL AND REINSTALL 15 2 1/2" RIGID SCHEDULE 40 3,060 L.F. \$15.68 \$47,980.80 \$0.00 3060 100.00% \$0,00 \$47,980.80 PVC 8X8X4 JUNCTION BOX UNITS \$224.00 \$8.512.00 \$0.00 100 009 \$0.00 \$8,512.00 6" RIGID SCHEDULE 40 PVC 500 \$47.04 \$23,520.00 \$0.00 500 100,00% \$0.00 \$23,520,00 18 STORE TRANSITION LUMP SUM \$1,00 \$1.00 \$0.00 100,00% \$1.00 \$0,00 CONCRETE BOARDWALK 19 LUMP SUM \$4,771.20 \$4,771.20 \$0.00 100.00% \$4,771.20 \$0.00 CONNECTION 35' PILING, CLASS B 20 UNITS \$700.00 \$32,900.00 \$0.00 47 \$32,900.00 100.00% \$0.00 21 ALUMINUM 1 1/2" PIPE RAILING - 2 RAIL -LUMP SUM \$705,60 \$705.60 \$0.00 100,00% \$705,60 \$0.00 REMOVE/INSTALL BOARDWALK DECKING 2.646 S.F. \$11.31 \$29,926,26 \$0.00 2646 \$29,926.26 100.00% \$0.00 23 8"X12" PILE CAP 336 \$29.12 \$9,784.32 \$0,00 100.00% \$9,784.32 336 \$0.00 STORM SEWER MANHOLES, 24 UNIT \$7,392,00 \$22,176.00 \$0,00 100.00% \$0.00 \$22,176.00 DIAMETER 25 10' PILING, CLASS B UNITS \$631,68 \$3,790.08 \$0.00 100.00% \$0.00 \$3,790.08 36" HIGH DENSITY POLYETHYLENE CULVERT 26 200 \$83,55 \$16,710.00 L.F. \$0.00 200 100.00% \$0,00 \$16,710.00 36" DIAMETER PIPE UNIT 27 \$2,983.49 \$17,900.94 \$0.00 \$17,900.94 6 100,00% \$0.00 SUPPORT SYSTEM 28 DENSE GRADED 70 S.Y. \$16.80 \$1,176.00 \$0.00 70 100.00% \$0,00 \$1,176.00 AGGREGATE BASE COURSE 6" THICK HOT MIX ASPHALT BASE 29 70 S.Y. \$56.00 \$3,920.00 \$0,00 70 100.00% \$0.00 \$3,920.00 COURSE, MIX 19M64, 6" TURF REPAIR STRIP L.F \$5.60 \$112.00 \$0.00 20 100.00% \$0.00 \$112.00 CONTINGENCY ALLOWANCE LUMP SUM \$25,000.00 \$25,000.00 \$0,00 \$0,00 100.00% \$25,000.00 25' PILING, CLASS B UNITS \$631.68 \$3,790.08 \$0.00 100 00% \$0.00 \$3,790.08 33 35' PILING, CLASS B UNITS \$700.00 \$21,700.00 \$0.00 31 \$0.00 \$21,700.00 100,00% 34 ALUMINUM 1 1/2" PIPE LUMP SUN \$252.00 \$252,00 \$0.00 100.00% \$0,00 \$252.00 RAILING - 2 RAIL -REMOVE/INSTALL BOARDWALK DECKING 2,370 S.F. \$11.65 \$27,610.50 \$0.00 2370 100.00% \$27 610 50 \$0.00 36 8"X12" PILE CAP 300 \$29.12 \$8,736.00 \$0.00 100.00% \$0.00 \$8,736,00 STORM SEWER MANHOLES, 37 LINIT \$7,392.00 \$22,176,00 \$0.00 2,99999 100.00% \$0.00 \$22,175.93 6' DIAMETER 10' PILING, CLASS B UNITS \$631.68 \$3,790.08 \$0.00 100.00% \$3,790.08 \$0.00 39 36" HIGH DENSITY 200 \$83,55 \$16,710.00 \$0.00 200 100.00% \$0.00 \$16,710.00 POLYETHYLENE CULVERT 36" DIAMETER PIPE 40 6 UNIT \$2,983.49 \$17,900.94 \$0.00 6 100.00% \$17,900,94 \$0.00 SUPPORT SYSTEM DENSE GRADED 70 S.Y. \$16.80 \$1,176.00 \$0,00 70 100,00% \$0.00 \$1,176.00 AGGREGATE BASE COURSE 6" THICK HOT MIX ASPHALT BASE 70 S.Y. \$56.00 \$3,920.00 \$0,00 70 100.00% \$0.00 \$3,920.00 COURSE, MIX 19M64, 6"



#### ENGINEERING DIVISION PAYMENT CERTIFICATE

Certificate No. 25

PO No.: 16-01527 Contractor:
Project: BOARDWALK RECONSTRUCTION FROM 8TH ST TO 10TH ST Contractor:

FRED M SCHIAVONE CONST INC PO BOX 416 MALAGA NJ 08328

	File No.:	1-16-015	<b>;</b>				170 TO TO?	110 00020				
43 44	TURF REPAIR STRIP CONTINGENCY ALLOWANCE	20 1	L.F. LUMP SUM	\$5,60 \$25,000,00	\$112,00 \$25,000,00			\$0.00 \$0.00	20 1	100,00%		
101 102	CLEARING SITE 35° PILING, CLASS B ALUMINUM 1 1/2" PIPE RAILING - 2 RAIL.	1 112 1	LUMP SUM LUMP SUM UNITS LUMP SUM	\$2,825.00 \$791.00	\$25,000.00 \$25,000.00 \$2,825.00 \$88,592.00 \$2,712.00	<b>,                                    </b>	# # #	\$0.00 \$0.00 \$0.00 \$0.00	1 #REF! #REF! #RREF! #RREEF! #RREEF! #RREEF! #RREEF! #RREEF! #RREEF! #REEF! #1 111	100.00% 100.00% 100.00% 100.00%	\$0.00 \$0.00 \$0.00 \$0.00	\$25,000.00 \$2,825.00 \$88,592.00 \$2,712.00
105 ERNATE 201 LTERN	REMOVE/INSTALL BOARDWALK DECKING BOARDWALK DECKING BOARDWALK DECKING BOARDWALK BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALLON BOARDWALK B	7,680 360 4 0	S.F. L.F. UNITS 0	\$11.87 \$29,38 \$49,283.82 \$0,00	\$91,161.60 \$10,576.80 \$197,135.28 \$0.00			\$0.00 \$0.00 \$0.00 \$0.00	7680 360 4 0	100,00% 100,00% #VALUE! #VALUE! 100,00% #DIV/0!	\$0.00 \$0.00 \$0.00	\$91,161.60 \$10,576.80 \$197,135.28 \$0.00
##### 301	0 CHANGE ORDER #1	0	0 LS	\$0.00 \$426,016,00 #REFI #REFI	\$0.00 \$426,016.00 #REFI #REFI			\$0.00 \$0.00	0	#DIV/0! 100.00% #VALUE! #VALUE!	\$0,00 \$0,00 \$0,00	\$0.00 \$426,015.87
				Sur	nmary		Subtotals;	\$0.00		•	\$0.00	\$3,835,590.84
			ge Orders					Previous Pay	ments			
No.	Description			Amount	Percent	1	No.	Amount		No.		Amount
1	TYPE REASON	HERE		\$426,016,00	11 11%		1	I				

Date

	Citalide Orders		
No.	Description	Amount	Percent
1	TYPE REASON HERE	\$426,016.00	11.11%
2			
3		1 1	
4			
5		1 1	
6			
7	· · · · · · · · · · · · · · · · · · ·		
8			
9		1 1	
10			
	Total	\$426,016.00	12.49%

No.	Amount	No.		Amount
1	\$3,103,166.43	9		\$105,129.72
2	\$166,403.97	10		
3	\$177,065.90	11 1		
4	\$63,699.92	12		
5	\$88,093,06	13		
6	\$19,862,65	14		
7	\$6,057,38	15		
8	\$29,400.00	16		
	Tota		Total	\$3,758,879,0

Contract Information					
Original Contract Amount	\$3,409,575.25				
Contract Change ( Amount )	\$426,016,00				
Contract Change ( Percent )	12,49%				
Amended Contract Amount	\$3,835,591.25				
Date Notice to proceed issued:	1/0/1900				
Calendar Day Completion Time:	0				
Approved Calendar Day Extension:					
Contract Completion Date:	1/0/1900				

Municipal Engineer

Total Amount Complete	\$3,835,590.84
Less Overage	\$0.00
Less Retained	\$0,00
Less Penalties (none at this time)	\$0.00
Sub Total	\$3,835,590.83
Less Amount Previously Paid	\$3,758,879.02

Project Manager Date The contractor's signature below is his assurance to the City, concerning payment herein applied for, that:

- (1) the Work has been performed as required in the Contract Documents,
- (2) all sums previously paid to Contractor under this Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract and
- (3) the Contractor is legally entitled to this payment.

Payment Information

Contractor's Signature Date

\$76,711.82 PAYMENT REQUESTED

# $\blacksquare AIA^{\circ}$ Document G702 $^{\text{\tiny{M}}}$ – 1992

Application and Certificate for Payment			
115 East 12th Street 8th Street	alk Reconstruction et to 10th Street Lity, NJ 08226	APPLICATION NO: 25 PERIOD TO: 02/22/2018 CONTRACT FOR: Boardwalk Reco	Distribution to:  OWNER □  ARCHITECT □
P.O. Box 416	ty of Ocean City 5 East 12th Street ean City, NJ 08226	CONTRACT DATE: 06/10/2016 PROJECT NOS: 1628 /	CONTRACTOR   / FIELD  OTHER
2. NET CHANGE BY CHANGE ORDERS 3. CONTRACT SUM TO DATE (Line $l \pm 2$ ). 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703). 5. RETAINAGE: a. 0.00 % of Completed Work (Columns D + E on G703)  b. 0.00 % of Stored Material (Column F on G703)  Total Retainage (Lines 5a + 5b, or Total in Column I of G703)  \$ 6. TOTAL EARNED LESS RETAINAGE.	and believith the which p that cum control and self-with the which p that cum control and a self-with the which	New Jersey of: Gloucester bed and sworm to before  22 ind Public: Public: 7/1/2020  HITECT'S CERTIFICATE FOR PAY	yment has been completed in accordance en paid by the Contractor for Work for I payments received from the Owner, and one.  Date: 2/22/18  Oruary 2018
(Line 4 minus Line 3 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ (Line 6 from prior Certificate)  8. CURRENT PAYMENT DUE \$  9. BALANCE TO FINISH, INCLUDING RETAINAGE	3.758.879.43 In accordants applied information accordants AMOUNT (Attach	rdance with the Contract Documents, based on on oblication, the Architect certifies to the Owner that tition and belief the Work has progressed as it mee with the Contract Documents, and the CNT CERTIFIED.  IT CERTIFIED  explanation if amount certified differs from the aution and on the Continuation Sheet that are change	to the best of the Architect's knowledge indicated, the quality of the Work is in contractor is entitled to payment of the second secon
Total changes approved in previous months by Owner \$\\ 426,016.00 \\ \\$\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	0.00 ARCHIT  0.00 By: City  0.00 This Ce  0.00 the Own	ECT: y of Ocean City entificate is not negotiable. The AMOUNT CERTI herein Issuance, payment and acceptance of payment or Contractor under this Contract.	Date:
OACHOR: 102 Should sign an original Air Contract Document, on Willen this	teat appears in RED. All	original assures mat changes will not be obscu	rea.

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# INVOICE DETAIL

INVOICE NUMBER .:

25

DATE: 02/22/2018 PERIOD TO:

02/22/2018

JOB NUMBER .:

1628

2 OF

3 PAGES

PAGE

FROM:

Fred M. Schlavone Construction, Inc.

NO.	WORK ITEM NAME	CONTRACT + CHANGE ORDERS	TOTAL PREVIOUSLY BILLED	CURRENT WORK	MATERIALS STORED ON JOB	TOTAL BILLED TO DATE	% COMPLETE	BALANCE REMAINING	RETAINAGE
00.001	Clearing Site	598,472.00	598,472.00			598,472.00	100		
00.002	Concrete Piling Removal	0.05	0.05			0.05	100		
00.003	Soil Erosion Control	560.00	560.00			560.00	100		
00.004	Maint & Protection of Traffic	2,240.00	2,240.00			2,240.00	100		
00.005	35' Piling Class B	760,900.00	760,900.00			760,900.00	100		
00.006	25" Piling Class B	5,053.44	5,053. <del>44</del>			5,053.44	100		
00.007		9,340.80	9,340.80			9,340.80	100		
00.008	Boardwalk Decking	901,710.00	901,710.00			901,710.00	100		
00.009	ADA Ramp	19,597.76	19,597.76			19,597.76	100		
00.010	ADA Vechile Ramp	25,189.92	25,189.92			25,189.92	100		
00.011	Steps	11,200.00	11,200.00			11,200.00	100		
	8"x12" Pîle Cap	223,641.60	223,641.60			223,641.60	100		
	Remove & Replace Boardwalk Lighting	33,880.00	33,880.00			33,880.00	100		
	Remove & Replace Boardwalk Elec Box	23,027.20	23,027.20			23,027.20	100		
	2.5" Rigis Schedule 40 PVC	47,980.80	47,980.80			47,980.80	100		
00.016	8x8x4 Junction Box	8,512.00	8,512.00			8,512.00	100		
00.017	Rigid Schedule 40 PVC	23,520.00	23,520.00			23,520.00	100		
00.018		1.00	1.00			1.00	100	:	
00.019		4,771.20	4,771.20			4,771.20	100	•	
00.020	35' Piling Class B	32,900.00	32,900.00			32,900.00	100		
00.021	R&R Alum 1.5" Pipe Railing 2 Line	705.60	705.60			705.60	100		
00.022	Boardwalk Decking	29,926.26	29,926.26			29,926.26	100		
00.023		9,784.32	9,784.32			9,784.32	100		
00.024		22,176.00	22,176.00			22,176.00	100		
00.025		3,790.08	3,790.08			3,790.08	100		
	36" HDPE Culvert Pipe	16,710.00	16,710.00			16,710.00	100		
	1	17,900.94	17,900.94			17,900.94	100		
00.028	1 11 11 11 11 11 11 11 11 11 11 11 11 1	1,176.00	1,176.00			1,176.00	100		
00.029		3,920.00	3,920.00			3,920.00	100		
00.030	Turf Repair Strip	112.00	112.00			112.00	100		

# INVOICE DETAIL

INVOICE NUMBER .:

25

DATE:

02/22/2018 PERIOD TO:

02/22/2018

JOB NUMBER .:

1628

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PAGE

3 PAGES

FROM: Fred M. Schiavone Construction, Inc.

	red 12 Senavone Construction, 1	· · · · · · · · · · · · · · · · · · ·							
NO.	WORK ITEM NAME	CONTRACT + CHANGE ORDERS	TOTAL PREVIOUSLY BILLED	CURRENT WORK	MATERIALS STORED ON JOB	TOTAL BILLED TO DATE	% COMPLETE	BALANCE REMAINING	RETAINAGE
00.031	Contingency Allowance	25,000.00	25,000.00			25,000.00	100		
00.032	25' Piling Class B	3,790.08	3,790.08			3,790.08	100		
00.033	35' Piling Class B	21,700.00	21,700.00			21,700.00	100		
00.034	R&R Alum 1.5" Pipe Railing 2 Line	252.00	252.00			252.00	100		
00.035	Boardwalk Decking	27,610.50	27,610.50			27,610.50	100		
00.036	8"x12" Pile Cap	8,736.00	8,736.00			8,736.00	100		
00.037	Storm Sewer manholes 6' Diameter	22,176.00	22,176.00			22,176.00	100		
00.038	10' Piling Class B	3,790.08	3,790.08			3,790.08	100		
00.039	36" HDPE Culvert Pipe	16,710.00	16,710.00			16,710.00	100		
00.040	36" Diam. Pipe Support System	17,900.94	17,900.94			17,900.94	100		
	DGA Base Course 6" Thick	1,176.00	1,176.00			1,176.00	100		
00.042	HMA Base 19M64 6" Thick	3,920.00	3,920.00			3,920.00	100		
	Turf Repair Strip	112.00	112.00			112.00	100		
	Contingency Allowance	25,000.00	25,000.00			25,000.00	100		
	Alt A-101 Clearing Site	2,825.00	2,825.00			2,825.00	100		
	Alt A-102 35' Piling Class B	88,592.00	88,592.00			88,592.00	100		
	Alt A-103 R&R Alum 1.5" Railing 2 Line	2,712.00	2,712.00			2,712.00	100		
	Alt A-104 Boardwalk Decking	91,161.60	91,161.60			91,161.60	100		
00.049	Alt A-105 8"x12" Pile Cap	10,576.80	10,576.80			10,576.80	100		
	Alt B-201 Pavillion	197,135.28	197,135.28			197,135.28	100		
00.051	CO # 0001	426,016.00	426,016.00			426,016.00	100		
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					4				
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								:	
		·							
		3,835,591.25.	3,835,591.25			3,835,591.25	100		

# RESOLUTION

#8

AUTHORIZING THE CITY'S PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) NATIONAL COOPERATIVE PURCHASING PROGRAM FOR CONTRACT # 120716-NAF, VEHICLES, CARS, VANS, SUVS & LIGHT TRUCKS WITH NATIONAL AUTO FLEET GROUP FOR THE DEPARTMENT OF FIRE & RESCUE SERVICES

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

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

WHEREAS, two (2) trucks have been determined to be beyond their useful life with the City and require replacement at this time; and

WHEREAS, the City's Department of Fire & Rescue Services, Beach Patrol Operations has a need for a two (2) 2018 or Newer GMC 1500 Sierra's with 4WD Pickup Trucks to be utilized by the lifeguards for daily beach patrol duties & operations; and

WHEREAS, Chief James P. Smith, Director of the Fire & Rescue Services; Mark S. Jamieson, Operations Chief of the Ocean City Beach Patrol; Michael Rossbach, Manager of Environmental Service; 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 contract from National Joint Power Alliance (NJPA) Contract #120716-NAF, Vehicles, Cars, Vans, SUVs & Light Trucks and determined that the acquisition of two (2) 2018 or newer GMC Sierra 1500 4WD Pickup Trucks are a functional economic solution to the City of Ocean City's aging fleet; and

WHEREAS, it is recommended that the City Council approve the acquisition of two (2) 2018 or newer GMC Sierra 1500 4WD Pickup Trucks for the Department of Fire & Rescue Services, Beach Patrol Operations for use Lifeguard operations throughout the City from National Auto Fleet Group; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that two (2) 2018 or newer GMC Sierra 1500 4WD Pickup Trucks be purchased from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076, in accordance with the NJPA Contract #120716-NAF, Vehicles, Cars, Vans, SUVs & Light Trucks as follows:

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

<u>Item</u>	Description	Quantity	Un	it Price	To	tal Price
Department of Fire & Rescue Services Beach Patrol Operations						
1.	Model Year 2018 or Newer, GMC 1500 Sierra, 4WD, Regular Cab, 133.0" 8.1' Box w/backup alarm & all selected options as described in NAFG/NJPA Quote #13240	1 each	\$	27,102.48	\$	27,102.48
2.	Model Year 2018 or Newer, GMC 1500 Sierra, 4WD, Double Cab, 143.5" 6.6' Box w/backup alarm & all selected options as described in NAFG/NJPA Quote #13241	1 each	\$	29,511.16	\$	29,511.16
Total . Beach	Amount of National Auto Fleet Group for the Departr Patrol Operations	ment of Fire & S	Safety	y Services;	\$	56,613.64
Total Amount of NJPA #120716-NAF, Vehicles, Cars, Vans, SUVs and Light Trucks to National Auto Fleet Group – Two (2) 2018 or Newer GMC Sierra 1500 4WD Pickup Trucks\$ 5						56,613.64

# RESOLUTION

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey authorizes the acquisition of two (2) 2018 or newer GMC Sierra 1500 4WD Pickup Trucks for use by the Department of Fire & Rescue Services; Beach Patrol Operations for daily lifeguard duties and operations, be purchased from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 in the total amount of \$56,613.64 and that the City Purchasing Manager is authorized to issue a purchase order (PO) for said vehicles upon compliance with Local Finance Notice 2012-14 and in accordance with the terms of the National Joint Power Alliance (NJPA) National Cooperative Purchasing Program Contract for Vehicles, Cars, Vans, SUVs & Light Trucks, Contract #120716-NAF.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate Capital Account when the purchase order is issued.

	-				
CERTIFICATION OF	FUNDS				
	- <b></b> -				
Commence Commence	-				
	) ARP				
Frank Donato III, CMFO		<del></del>	$\overline{\overline{P}}$	eter V. Madden	
Director of Financial Ma	nagement		C	Council President	
Files: Res NJPA 2 2018 GMC Sier	cra 1500 4WD BPO.doc				
Offered by	***************************************	Second	ded by		
The above resolut	tion was duly ado <sub>l</sub>	pted by the City Co	uncil of the City	of Ocean City, New J	ersey, at a meeting of
said Council duly held on				•	
bara Council duty noid Off	NAME AYE		day of ABSTAINED	20	718
	Barr				
	Bergman DeVlieger				

Melissa G. Rasner, City Clerk



# **National Auto Fleet Group**

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-6572 • (855] BUY-NJPA • [831] 480-8497 Fax Fleet@NationalAutoFleetGroup.com

03/08/18

**Quote ID#13240** 

Mark Jamieson City of Ocean City Ocean Beach Partrol 550 Asbury Ave Ocean City, NJ 08226

Dear Mark Jamieson,

National Auto Fleet Group is pleased to quote the following vehicles(s) for your consideration.

One (1) New/Unused (2018 GMC Sierra 1500 (TK15903) 4WD Regular Cab 133.0" 8.1'

Box with Back Up Alarm) delivered to your department yard, each for

	(1) C	One Unit
NJPA Contract Price	\$	26,952.48
Back Up Alarm	\$	150.00
Tax (0.00%)	\$	0.00
Total	\$	27,102.48

-per your attached specifications:

This vehicles(s) is available under the <u>National Joint Powers Alliance (NJPA) Vehicle</u>
<u>Contract Number 120716.</u> Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.

Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper National Fleet Manager Office (855) 289-6572 Fax (831) 480-8497











# **National Auto Fleet Group**

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax Fleet@NationalAutoFleetGroup.com

03/08/18

Quote ID#13241

Mark Jamieson City of Ocean City Ocean Beach Partrol 550 Asbury Ave Ocean City, NJ 08226

Dear Mark Jamieson,

National Auto Fleet Group is pleased to quote the following vehicles(s) for your consideration.

One (1) New/Unused (2018 GMC Sierra 1500 (TK15753) 4WD Double Cab 143.5" 6.6' Box with Back Up Alarm) delivered to your department yard, each for

	(1)	One Unit		
NJPA Contract Price	\$	29,361.16		
Back Up Alarm	\$	150.00		
Tax (0.00%)	\$	0.00		
Total	\$	29,511.16		

<sup>-</sup>per your attached specifications:

This vehicles(s) is available under the <u>National Joint Powers Alliance (NJPA) Vehicle</u>
<u>Contract Number 120716.</u> Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.

Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely.

Jesse Cooper National Fleet Manager Office (855) 289-6572 Fax (831) 480-8497











AMERICA'S GREATEST FAMILY RESORT

March 13, 2018

Joseph S. Clark, QPA, Purchasing Manager 861 Asbury Avenue
Purchasing Division – Room 203
Ocean City, NJ 08226

RE: 2018 Beach Patrol Pickup Truck

Dear Mr. Clark,

Please accept this memo for the purchase of two 2018 model trucks for the use of the Ocean City Beach Patrol. One will replace an F250 that was put out of service due to truck condition, the second is to help with the increase of need for a motorized vehicle for set up and break down of daily and seasonal equipment, rescue response in unprotected areas, medical response where a light truck is needed for victim transport, transportation for underage personnel breaks, and transportation for bathroom use of all personnel. Both of these units will be used by the Ocean City beach patrol during operational months, then utilized by the Ocean City Fire Dept. During off season months.

Thank you for your time.

Sincerely, Mark Jamieson, Chief of Operations Ocean City Beach Patrol

# RESOLUTION

AUTHORIZING THE CITY'S PARTICIPATION IN STATE CONTRACT T-2776, POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS FOR THE ACQUISITION PURCHASE OF ONE (1) 2018 OR NEWER CHEVROLET TAHOE SSV, 4WD VEHICLE FOR USE BY THE DEPARTMENT OF FIRE & RESCUE SERVICES

WHEREAS, the City of Ocean City is a participating agency under the New Jersey Department of the Treasury, Division of Purchase and Property, Purchase Bureau, Cooperative Purchasing Program; and

WHEREAS, the New Jersey Cooperative Purchasing Program has acted as lead agency and awarded a contract for Police Vehicles: Sedans, Sport Utility Vehicles & Trucks (T-2776); and

WHEREAS, one (1) 2018 or newer Chevrolet Tahoe is a replacement vehicle to be utilized by the Department of Fire & Rescue Services for daily duties; and

WHEREAS, Chief James P. Smith, Director of Fire & Rescue Services, Vito DiMarco, Deputy Fire Chief; Jason L. 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 contract for State Contract Index #T-2776, Police Vehicles: Sedans, Sport Utility Vehicles & Trucks with the State Contract Vendor, Hertrich Fleet Services, State Contract Vendor #88729; and

WHEREAS, it is recommended that the City Council approve the purchase of one (1), model year 2018 or newer, Chevrolet Tahoe SSV, 4WD sport utility vehicle for use by the Department of Fire & Rescue Services for daily fire operations from the State Contract Vendor, Hertrich Fleet Services; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that one (1) model year 2018 or newer, Chevrolet Tahoe SSV, 4WD sport utility vehicle for use by the Department of Fire & Rescue Services be purchased from Hertrich Fleet Services, State Contract Vendor #88729 as follows:

#### **Hertrich Fleet Services** 1427 Bay Road Milford, DE 19963

<u>Item</u>

<u>Descript</u>	<u>tion</u>	<b>Quantity</b>	<u>Unit Price</u>	Total Price			
	06-2018 or newer Chevrolet Tahoe D SUV Including the Following:						
ZW7 S	Suspension Package, Premium Smooth Ride						
	Northeast Emissions						
L83 I	Engine, 5.31 Ecotec3 V8 with Active Fuel Management						
	Rear Axle, 3.08 Ratio						
	Commercial Preferred Equipment Group						
	Z Tires, P255/70R17 All-Season, Blackwall						
	Tire, Spare P255/70R17 All-Season, Blackwall						
	Paint Scheme, Solid Application						
	Seating, Front 40/20/40 Split-Bench, 3-Passenger						
	Power Driver & 2 Way Front Passenger Seat Adj						
	Front Passenger Power Lumbar Control & Power						
	Armrest with Storage (Includes Auxiliary Power						
	Input Jack for Audio System), Storage Compartm		ıshion,				
	Adjustable Outboard Head Restraints & Storage 1	Pockets					
	Seats, Driver & Passenger Front Bucket Seats in						
	Cloth Trim Power Driver & Passenger Bucket Se						
Trim. Derived From RPO (AZ3) 40-20-40 Split Bench Seat with the 20%							
	Section Removed which also Removes the Auxilia						
	& Input Jack for Audio System. Does Not Include	e A Floor Cons					
H0U J	Jet Black, Cloth Seat Trim		٧.				

#### CITY OF OCEAN CITY

### CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

#### **Hertich Fleet Services (Continued)**

<u>Item</u>	Descr	<u>iption</u>	Q	<u>uantity</u>	<u>Un</u>	it Price_	<u>To</u>	tal Price
	IO5	Audio System, Chevrolet Mylink Radio with 8 Color Touch-Screen AM/FM Stereo with Seek-Clock, includes Bluetooth Streaming Audio for Voice Activated Tasknels and Far Review C. I.	-And Mu	d-Scan & l sic & Sele	Digital ect Cell	Phones;		
	C6A	Voice-Activated Technology for Radio & Cell GVWR, 7300 Lbs. (3311 Kg)	Pno:	ne				
	5W4	Identifier for Special Service Vehicle Includes,	(K4	l7) High C	apacity	•		
		Air Cleaner, (KW7) 170 Amps High Output Al Cold-Cranking Amp Auxiliary Battery, Electric				Signala		
		for Customer Connection Located at the Center	r Fre	nt Floor, A	Auxilia	ry Battery		
		Circuit for Customer Connection Located in the	e Re	ar Cargo A	Area, (U	JN9)		
		Radio Suppression Package, (NZZ) Underbody (ATD) Third Row Seat Delete & (NQH) Active	/ Shi e 2-8	eid, Delete Speed Tran	e Root . isfer C:	Kails, ise		
	NIOYY	Capless Fuel Fill		-				
	NQH NZZ	Transfer Case, Active, 2-Speed Electronic Auto Skid Plate Package	otrac	;				
	K4B	Battery, Auxiliary, 730 CCA						
		Power Supply, 100-Amp, Auxiliary Battery, Re	ear					
		Electrical Center Power Supply, 50-Amp, Power Supply, Auxilia	ars, E	Rattory				
		Power Supply, 120-Amp, (4) 30-Amp Circuit, 1	Prim	ary				
	KW7	Battery Relay Controlled, Passenger Compartm	ent	Harness W	Viring			
	IX VV /	Alternator, 170 Amps, High Luggage Rack, Delete						
		Exterior Ornamentation Delete						
	VK3	License Plate Front Mounting Package Door Handles, Body-Color						
	UN9	Radio Suppression Package with Ground Straps	S	,				
	ATD	Seat Delete, Third Row Passenger						
		Instrumentation, Analog with Certified 140 Mp Key, 2-Sided	h Sp	beedomete	r			
		Theft-Deterrent System, Vehicle, Pass-Key III						
		Power Outlets, 4 Auxiliary, 12-Volt Includes 1 Instrument Panel, 1 in Armrest & 2 in the Cargo						
		Safety Belts, 3-Point, Driver & Front Passenger						
	TIPO	Seating Positions						
	UE0	ONSTAR, Delete						
	GBA	Exterior Color: Black						
			1	Each	\$	33,344.00	\$	33,344.00
	Option							
	A95	Seating, Front Bucket with Premium Cloth Passenger Seat includes power fore/aft, power				•		
		recline & power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way	ŧv					
		power lumbar control & power recline	- 5					
		(Includes (AYQ) frontal & side-impact for driver & front passenger air bags & (D07)						
		front center console.)	1	Each	\$	220.00	\$	220.00
	H0U	Jet Black, Cloth Seat Trim			·		\$	0.00
	PCW	Enhanced Driver Alert Package includes (JF4) Power Adjustable Pedals, (UEU) Forward Colli	ieion					
		Alert, (TQ5) Intelli Beam Headlamps, (UHY)	isiO()	•				
		Low Speed Forward Automatic Braking						
		& (UHX) Lane Keep Assist & Safety Alert Driver Seat	1	Each	\$	611.60	\$	611.60
	UE1	ONSTAR (includes free trial period)	1	Each	\$	74.80	\$	74.80
	V76	Recovery Hooks, 2 Front, Frame-Mounted, Black	1	Each	\$	44.00	ø	44.00
	6J7	Flasher System, Headlamp &	1	Басн	Φ	44.00	\$	44.00
	612	Taillamp, DRL Compatible	1	Each	\$	435.60	\$	435.60
	6J3	Wiring, Grille Lamps & Siren Speakers	1	Each	\$	80.96	\$	80.96

## RESOLUTION

		•						
Hertic	Hertich Fleet Services (Continued)							
<u>Item</u>	Descr	<u>iption</u>	Q	<u>uantity</u>	<u>Unit</u>	Price	<u>Tot</u> :	al Price
	Option	ns: (Continued)						
	6J4 B30	Wiring, Horn & Siren Circuit Floor Covering, Color-Keyed Carpeting	1	Each	\$	36.08	\$	36.08
		(Includes B58 Carpet Mats)	1	Each	\$	167.20	\$	167.20
	BTV	Remote Vehicle Start	1	Each	\$	264.00	\$	264.00
	AMF	Remote Keyless Entry Package			•		Ψ	201.00
		includes 6 additional transmitters	1	Each	\$	66.00	\$	66.00
	5HP	Key, 6 Additional Keys Note:					*	00.00
		programming of keys is at customer's						
		expense. Programming keys is						
		not a warranty expense	1	Each	\$	36.08	\$	36.08
Total	All Opti	ions:					\$	2,036.32
		Delivery: 60 to 90 Days ARO						
		t of State Contract #T-2776; Police Vehicles  VD with listed options					\$ 3	35,380.32
BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey that the purchase of one (1), year 2018 or newer, Chevrolet Tahoe SSV, 4WD sport utility vehicle utilized by the Department of Fire & Rescue Services for daily operations, be purchased from Hertrich Fleet Services, 1427 Bay Road, Milford, DE 19963, State Contract Vendor #88729 in the amount of \$35,380.32 and that the City Purchasing Manager is authorized to issue a purchase order for said vehicles as stated above and in accordance with the terms of the State Contract for Police Vehicles: Sedans, Sport Utility Vehicles & Trucks, State Contract Index #T-2776.  The Director of Financial Management certifies that funds are available and shall be charged to the appropriate capital account when the purchase order is issued.								
CERTIFICATION OF FUNDS								
Front	Donoto 1	III, CMFO		D .	X7 X Z 3	T		
		m, CMFO ancial Management			V. Mad			
DHOOM	or or Laff	anorar management		Cour	ncil Presi	ident		

Files: RSC 18 Fire Department Tahoe.doc

Offered by				S	econded 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				dav of .	2018
N.			NAY		ABSTAINED	
Be	ergman eVlieger					
H	artzell adden	·				Melissa G. Rasner, City Clerk
	cClellan ilson		***************************************			Tionson G. Rusher, City Clerk

SELEC	CTED OPTIONS (continued):		
Code	<u>Description</u>		
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC		
NZZ	SKID PLATE PACKAGE		
K4B	BATTERY, AUXILIARY, 730 CCA		
	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR		
	ELECTRICAL CENTER		
	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY		
***************************************	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY		
	BATTERY relay controlled, passenger compartment harness wiring		
KW7	ALTERNATOR, 170 AMPS, HIGH		
	LUGGAGE RACK, DELETE		
	EXTERIOR ORNAMENTATION DELETE		
VK3	LICENSE PLATE FRONT MOUNTING PACKAGE		
	DOOR HANDLES, BODY-COLOR		
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS		
ATD	SEAT DELETE, THIRD ROW PASSENGER		
	INSTRUMENTATION, ANALOG with certified 140 mph speedometer		
<del></del>	KEY, 2-SIDED		
	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III		
	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the		
	instrument panel, 1 in armrest, and 2 in the cargo area		
	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL		
UE0	SEATING POSITIONS ONSTAR DELETE		
UEU	ONSTAR, DELETE		
	BASE CONTRACT PRICE:	\$33344	.00
EXTE	RIOR COLOR: GBA BLACK		
	IONAL OPTIONS:		
Code	<u>Description</u>	Price	
A95	SEATING, FRONT BUCKET WITH PREMIUM CLOTH passenger seat		\$220.00
	includes power fore/aft, power recline and Power lumbar, 10-way power		
	driver seat includes 6-way power cushion, 2-way power lumbar control		
	and power recline (Includes (AYQ) frontal and side-impact for driver and		
	front passenger air bags and (D07) Front center console.)		
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00	
PCW	ENHANCED DRIVER ALERT PACKAGE includes (JF4) Power adjustable	\$611.6	ເດ
1011	pedals, (UEU) Forward Collision Alert, (TQ5) Intelli Beam headlamps,	φυιιι	,0
	(UHY) Low Speed Forward Automatic Braking and (UHX)Lane Keep Assist		
T TID 1	and Safety Alert Driver Seat		
UE1	ONSTAR (includes free trial period)	\$74.80	
V76	RECOVERY HOOKS, 2 FRONT, FRAME-MOUNTED, BLACK		\$44.00
6J7	FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE	\$435.6	0
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKERS	\$80.96	
6J4	WIRING, HORN AND SIREN CIRCUIT	\$36.08	
B30	FLOOR COVERING, COLOR-KEYED CARPETING (Includes B58 Carpet Ma		\$167.20
BTV	REMOTE VEHICLE START	\$264.0	
AMF	REMOTE KEYLESS ENTRY PACKAGE includes 6 additional	\$66.00	~
	transmitters	ψυυ.υυ	
	WINDHII WOOD		

KEY, 6 ADDITIONAL KEYS NOTE: programming of keys is at customer's

expense. Programming keys is not a warranty expense

\$36.08

TOTAL W/OPTIONS: \$35380.32

DELIVERY: 60 TO 90 DAYS ARO

5HP

#### FINAL 2018 ORDER DATE IS 4/12/2018



### OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

#### DEPARTMENT OF FIRE & RESCUE SERVICES

## Memo

#18-200

To:

Joseph Clark, Purchasing Agent

From: James P. Smith, Fire Chief

CC:

James Mallon, Frank Donato, Jason Sieira

Date:

March 9, 2018

Re:

2018 Chevrolet Tahoe Acquisition

Sir,

The Department of Fire and Rescue Services is requesting support and approval to purchase one (1) new 2018 Chevrolet Tahoe. The purchase of this vehicle is supported by the 2018 Capital Program and will be purchased through the NJ State Contract #A88729 (T2776), comm. Code 071-80-084099 Line #7, Section 4: Sport Utility Vehicle, Special Service (Non-Police Pursuit) 4WD/ AWD. The new vehicle will replace the current 2012 Chevrolet Tahoe. The 2012 Tahoe will be welcomed into the administrative fleet for the fire department. This vehicle needs to be four wheel drive to allow a safe and rapid response during all types of weather and terrain. Often, we utilize this type of vehicle for transporting other members to meetings and training classes and this vehicle accommodates the extra personnel. Additionally, the area behind the second row facilitates room for protective equipment as well as doubles for a command area during time of an emergency incident. The vehicle that we have spec'd out fits the needs for the department's everyday functions

Should you have any questions or need more supporting information, please don't hesitate to contact me 525-9186.

Respectfully

## RESOLUTION

# 10

# AUTHORIZING THE INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT PURSUANT TO THE RIGHT-OF-WAY USE AGREEMENT WITH NEXTG NETWORKS OF NY, INC.

WHEREAS, at its meeting of December 20, 2011, the City Council of the City of Ocean City authorized the Administration to execute a Right-of-Way Agreement with NextG Networks of NY, Inc., which agreement permitted the installation of telecommunications equipment within the public right-of-way in Ocean City as well as on facilities owned by the City and third parties; and,

**WHEREAS**, the said Right-of-Way Agreement, which was effective as of January 25, 2012, is still in effect; and,

WHEREAS, Crown Castle NG East ("Crown"), formerly NextG Networks of NY, Inc. ("NextG"), has proposed to replace existing equipment as well as install Sprint DAS Node Facilities on a total of eight (8) existing DAS Node Facility Sites; and,

**WHEREAS**, attached hereto is a list of the proposed locations for the new equipment facilities; and,

WHEREAS, the governing body of the City of Ocean City deems it to be in the best interests of the City of Ocean City, its residents and its visitors, to enhance coverage for cellular devices;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, County of Cape May, New Jersey that the eight (8) locations on the attached List of DAS Equipment Locations are hereby approved.

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 March, 2018.

Peter V. Madden, Council President

Offered by		•••••	• • • • • • • • • • • • • • • • • • • •	. Second	ed 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	********	• • • • • • • • • • • • • • • • • • • •	C	lay of	20	
	NAME Barr Bergman	AYE	NAY	ABSENT	ABSTAINED	Mclesslickastier City Clerk	
	DeVlieger Hartzell Madden					City Citik	
	McClellan Wilson						

## **Crown Castle NG East LLC Sprint Collocation Upgrade**

#### List of Eight DAS Nodes in the City of Ocean City, New Jersey

- 1. OCV-001 Existing DAS Node near West Ave and 28th St
  - Latitude: 39.25893°N Longitude: -74.60424°W
- 2. OCV-004 Existing DAS Node near 2037 Asbury Ave
  - Latitude: 39.26651°N Longitude: -74.59297°W
- 3. OC-006 Existing DAS Node near 14 Central Rd
  - Latitude: 39.28828°N Longitude: -74.56303°W
  - Photo Simulation Included
- 4. OCV-009 Existing DAS Node near 406 Wesley AVe
  - Latitude: 39.28328°N Longitude: -74.56850°W
  - Photo Simulation Included
- 5. OCV-010 Existing DAS Node near 865 St. James Place
  - Latitude: 39.28360°N Longitude: -74.55882°W
  - Photo Simulation Included
- 6. OCV-011m3 Existing DAS Node near 415 E Atlantic BLVD
  - Latitude: 39.29164°N Longitude: -74.55586°W
- 7. OC-012 Existing DAS Node near 20th St and West Ave
  - Latitude: 39.26777°N Longitude: -74.59287°W
- 8. OCV-014 Existing DAS Node near 901 Gardens Parkway
  - Latitude: 39.29454°N Longitude: -74.55780°W
  - Photo Simulation Included

### RESOLUTION



## APPROVING ATLANTIC-CAPE MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION

WHEREAS, as an active participant in FEMA's Community Rating System (CRS) program, the City of Ocean City has determined that it is necessary to participate in the Atlantic-Cape Coastal Coalition's Public Information Group, consisting of municipal officials and community stakeholders, to assist in evaluating existing public information disseminated by the city, other municipalities and regional stakeholders regarding floodplain management, and to develop new public information needs; and

WHEREAS, the Atlantic-Cape Multi-Jurisdictional Program for Public Information (PPI) will coordinate all of the flood-related public information in the community and the surrounding areas, both public and private.

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

- The allegations of the preamble are incorporated herein by this reference.
- The City of Ocean City appoints Benny R. Tafoya and alternate Michael Allegretto as Public Members of the PPI and Thomas Heist IV and alternate Mike Contino as Private Members of the PPI.
- The City of Ocean City hereby formally supports participation in the Atlantic-Cape Multi-Jurisdictional PPI to meet the goals of the National Flood Insurance Program's Community Rating System.
- The City of Ocean City hereby formally adopts the Atlantic-Cape Multi-Jurisdictional PPI, dated December 2017 prepared by the Atlantic-Cape Coastal Coalition.
- All city officials, officers and employees are empowered to take such action as may be necessary or advisable in order to carry out the intent and purpose of this resolution.

Peter V. Madden Council President

Offered by			••••••	Second	ed by	
						y of Ocean City, New Jersey, at a meeting of
	NAME Barr Bergman DeVlieger Hartzell Madden McClellan Wilson	AYE	NAY	ABSENT	ABSTAINED	City Clerk

## Atlantic-Cape Multi-Jurisdictional Program for Public Information

December 2017

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#### Introduction

Initial interest in forming a multi-jurisdictional program for public information developed through regular monthly meetings of the Atlantic-Cape Coastal Coalition, a group of New Jersey waterfront communities that meet monthly in a workshop setting, to discuss common municipal issues. Formed in response to the 2012 Superstorm Sandy, the Coastal Coalition has met regularly since January 2013. These meetings are conducted in a non-political manner and include elected officials, County and Municipal staff, as well as selected professionals. The Coalition recognizes that "Mother Nature" periodically wreaks havoc on the Jersey Shore and works to avoid the "Fix and Forget" mentality that has existed in response to coastal events such as the 1944 September Hurricane, the 1962 "March Storm", the three 1991-92 Northeasters, and the 2016 Winter Storm Jonas that caused such devastation to coastal communities. The mission of the Coalition is to build more resilient communities at the Jersey Shore by developing policies and practices that will anticipate future concerns and to create solutions to be shared by all participants.

The Coalition currently has the following active municipal participants: Atlantic City, Brigantine Beach, City of Pleasantville, Ventnor City, Margate City, Longport Borough, Linwood, Somers Point, Egg Harbor Township, Ocean City, Sea Isle City, Stone Harbor Borough, Avalon Borough, City of North Wildwood, West Wildwood Borough, Upper Township, Cape May City and Downe Township. Our associate participants are: The Jacques Cousteau National Estuarine Research Reserve, Stockton University Coastal Research Center, Stevens Institute of Technology, Montclair State University School of Conservation and the Henry M. Rowan College of Engineering. Federal and State agencies that attend include the Federal Emergency Management Agency (FEMA), United States Army Corps of Engineers (USACE-Philadelphia District), the NJ Department of Environmental Protection (NJDEP) and the NJ Department of Transportation (NJDOT). While not all are involved in the Multi-Jurisdictional Program for Public Information, the discussions and information shared during Coalition meetings increases the capacity of the MJ PPI to develop and share the best outreach possible to our constituents.

Atlantic County and Cape May County are positioned along New Jersey's Atlantic Coastline. The immediate coastline is comprised of barrier islands, followed by back bays and the mainland. Several communities are comprised of both barrier island and mainland areas. The Atlantic County communities are Atlantic City, Egg Harbor Township, Longport, Margate, Somers Point, and Ventnor. The Cape May communities are Avalon, Cape May City, North Wildwood, Ocean City, Sea Isle City, Stone Harbor, and Upper Township.

Table 1: Municipal members of the MJ PPI

Wentsbally	Capity
Atlantic City	Atlantic
Avalon	Cape May
Cape May City	Cape May

Egg Harbor Township	Atlantic
Longport	Atlantic
Margate	Atlantic
North Wildwood	Cape May
Ocean City	Cape May
Sea Isle City	Cape May
Somers Point	Atlantic
Stone Harbor	Cape May
Upper Township	Cape May
Ventnor	Atlantic

The Committee plans to increase participation of regional stakeholders in the MJ PPI. Firm commitments of the following stakeholders have been secured:

The Press of Atlantic City - Fourth largest daily newspaper in New Jersey based in Pleasantville, New Jersey;

Ocean First Bank - Regional bank servicing Central and Southern New Jersey:

Cape May County Association of Realtors - Regional board of realtors with 1,200 realtors;

Thomas H. Heist Insurance Agency - Regional insurance company specializing in personal, commercial, condominium, and flood insurance;

South Jersey Gas - Natural gas utility of 113 municipalities in New Jersey, covering approximately 1/3 of the geographic area of the state;

The Nature Conservancy - Regional environmental non-profit currently performing extensive regional work involving preservation, habitat restoration, and education in coastal areas.

Each Stakeholder has committed to having individuals serve on or coordinate with the MJ PPI committee and will assist in the development and dispersal of outreach materials and techniques. In addition to this group, a representative of Sustainable Jersey's Green Team program attends meetings as well.

#### Goals

- Ensure that those affected by flooding are aware of risks;
- Coordinate municipal efforts to increase flood awareness;
- Inform residents of tools that their local government offers to prevent injury and property damage from flooding; and
- Engage in floodplain management activities that protect and bolster economic activity.

#### <u>Objectives</u>

- Inventory the region's flood hazard and flood response efforts;
- Determine flood insurance coverage within the region
- Examine gaps and opportunities in awareness about flood hazard;
- Develop outreach activities about flooding for members of the community
- Prepare materials that can be used to educate the community about flood risk;
- Maintain flood protection outreach efforts in perpetuity and update these efforts as issues arise:
- Maximize participation in the NFIP and CRS to provide flood insurance premium discounts to policyholders within the region; and
- Publicize the participating municipalities' services about flooding.

#### Flood Damage Characteristics

Losses from flood damage can be calculated in many ways, from lost time and mental health risks to property damage and insurance claims. The MJ PPI seeks to use information and government coordination to minimize losses of all kinds, including property and personal. This MJ PPI Plan will refer to several terms that characterize flood damage that are defined below to help navigate the document (definitions are per the Federal Emergency Management Agency):

Base Flood: A flood having a one percent chance of being equaled or exceeded in any given year.

<u>Base Flood Elevation (BFE):</u> The height to which floodwater are expected to rise during a base flood. Buildings in the <u>Special Flood Hazard Area</u> are required to be elevated to at least the <u>Base Flood Elevation</u>.

<u>Community Rating System (CRS):</u> A voluntary incentive program undertaken by municipalities that credits flood protection activities with flood insurance premium discounts for policyholders.

<u>Limit of Moderate Wave Action (LimWA):</u> A line drawn in the <u>Special Flood Hazard Area</u> on which the seaward side of the line may be affected by breaking waves 1.5 feet or higher. This frequently refers to the V and VE zones, though areas of the A zone within the LimWA are known as the *coastal A zone*.

<u>National Flood Insurance Program (NFIP):</u> Federal flood insurance program that provides coverage in qualifying municipalities.

Repetitive Loss Structures (RL): Insurable building that has had two or more claims of \$1,000 or more paid by the National Flood Insurance Program within any 10-year period.

Severe Repetitive Loss (SRL): A residential property that is covered under an NFIP flood insurance policy and has had at least four NFIP claim payments (including building and contents) over \$5,000 each, and the cumulative amount of such claim payments exceeds \$20,000; or for which at least two separate claims payments (building payments only) have been made with the cumulative amount of the building portion of such claims exceeding the market value of the building. For both, at least two of the referenced claims must have occurred within any ten-year period, and must be greater than ten days apart.

<u>Special Flood Hazard Area:</u> The land area covered by waters of the base flood. FEMA floodplain management regulations must be enforced in this area and flood insurance is required to be purchased for homes with a federally-backed mortgage. This includes the A/AE, V, and VE zones.

<u>Substantial Damage:</u> Any structure damaged to the point that the cost of restoration would exceed 50 percent of its market value prior to the damage occurring.

#### Acronyms Used in this Plan

ABFE-Advisory Base Flood Elevation
BFE-Base Flood Elevation
CRS- Community Rating System
FEMA- Federal Emergency Management Agency
MJ PPI- Multi-Jurisdictional Program for Public Information
NFIP- National Flood Insurance Program
PPI- Program for Public Information
RL- Repetitive Loss
SFHA- Special Flood Hazard Area
SRL- Severe Repetitive Loss

### Multi-Jurisdictional Program for Public Information

For CRS Credit, the PPI must be developed according to a seven-step planning and public involvement process. It must include:

- 1. Establish a Program for Public Information committee
- 2. Assess the community's public information needs
- 3. Formulate messages
- 4. Identify outreach projects to convey the messages
- 5. Examine other public information initiatives
- Prepare the Program for Public Information document and adopt the Program for Public Information
- 7. Implement, monitor, and evaluate the program

### RESOLUTION

# 12

AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF FISH AND WILDLIFE REGARDING THE PLACEMENT OF DREDGE MATERIALS ON THE CAPE MAY COUNTY WETLAND WILDLIFE MANAGEMENT AREA

WHEREAS, the City of Ocean City ("Ocean City") has developed a comprehensive long-range plan for the dredging of adjacent waterways in the back bay and management of dredge materials; and,

WHEREAS, in furtherance of this long-range plan, Ocean City is pursuing a Permit from the Department of Environmental Protection's Division of Land Use Regulation; and,

WHEREAS, in order to secure the said permit, Ocean City must secure a location at which the dredge material may be placed; and,

**WHEREAS**, the Department of Environmental Protection, Division of Fish and Wildlife ("the Division") owns and administers a site in Ocean City's back bay known as "Cape May Wetland Wildlife Management Area ("the WMA"); and,

WHEREAS, the Division has indicated that it will agree to permit Ocean City to place dredge material on the WMA pursuant to the written Memorandum of Agreement attached hereto; and,

**WHEREAS**, the City of Ocean City and the Division desire to enter into an agreement for the City's placement of dredge materials on the WMA; and,

WHEREAS, the agreement attached hereto, a fully-executed copy of which will be on file at the Office of the Clerk of Ocean City, would support and advance the City's dredging program and would be in the best interests of the City of Ocean City.

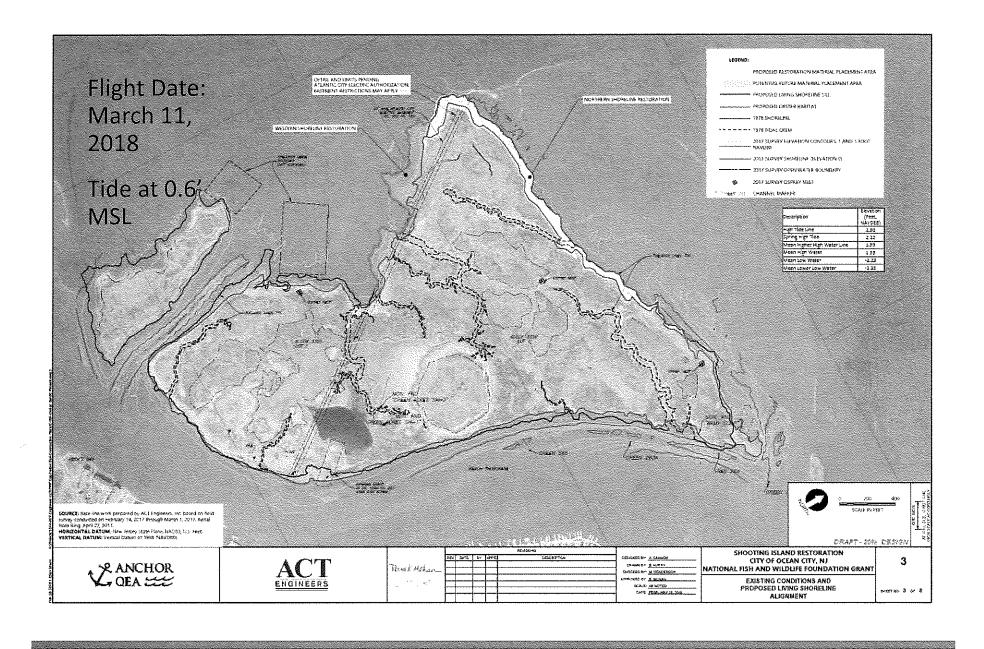
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, County of Cape May, New Jersey as follows:

- 1. The City of Ocean City accepts and approves the Memorandum of Agreement to be entered into with NJ DEP, Division of Fish and Wildlife, a true copy of which can be reviewed by the public during normal business hours; and
- 2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.

Peter V. Madden, Council President

Offered by				Second	led by	
The above	resolution was d	uly adop	oted by th	e City Cou	incil of the Cit	y of Ocean City, New Jersey, at a meeting of
aid Council duly l	neld on the				day of	20
	NAME Barr Bergman	AYE	NAY	ABSENT	ABSTAINED	City Clerk

Madden McClellan



#### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and executed on this 22nd day of March, 2018, by and between THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF FISH AND WILDLIFE, with its principal offices at 501 East State Street, Trenton, New Jersey 08625 (hereinafter "the Division"), and OCEAN CITY, a municipality organized and existing under the laws of the State of New Jersey, with offices at 861 Asbury, Ocean City NJ 08226 (hereinafter "OCNJ"). Collectively, the Division and OCNJ shall be "the Parties".

WHEREAS, the Division owns and administers the land known as Great Bay Boulevard Wildlife Management Area (hereinafter "the WMA") as a Wildlife Management Area pursuant to Title 23 of the New Jersey Statutes and N.J.A.C. 7:25-2 et seq.; and

WHEREAS, OCNJ is pursuing the dredging of a various tidal channels and lagoons and needs a place to deposit the dredge material; and

WHEREAS, in order to secure a Permit (hereinafter "the Permit") from the Department of Environmental Protection's Division of Land Use Regulation (hereinafter "DLUR") to dredge the water body, OCNJ must secure a location where the dredge material will be placed; and

WHEREAS, the Division has agreed that OCNJ may place a certain amount of dredge material on the WMA in a location designated by the Division for habitat enhancement (hereinafter "the Project") as long as certain conditions hereinbelow are met.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

#### 1. TERM

The initial term of this Agreement shall be for seven (7) years. This Agreement shall be renewed for one additional seven-year term if OCNJ has not completed all of the required post-project maintenance and monitoring.

#### 2. DIVISION APPROVAL OF PERMIT; NO ACCESS

A. Upon execution of this Agreement, the Division hereby approves the Permit issued by DLUR.

B. Approval of the Permit does not grant access to the WMA to OCNJ. Access, construction space, and other project needs and criteria will be negotiated and memorialized in an Access Agreement just prior to the commencement of the construction of the Project.

#### 3. LOCATION OF DREDGE SPOILS

The portion of the WMA identified for the placement of dredge spoils for habitat enhancement and subject to this Agreement is described as Block 3350, Lot 1, consisting of approximately 133.6 acres, located in Ocean City, Cape May County (hereinafter "the Project Site"), and is more specifically described in Exhibit A, Map of the Project Site.

#### 4. OCNJ RESPONSIBILITIES

- A. Prior to commencement of the Project, OCNJ shall:
  - 1. Submit to the Division for approval a Project Plan which shall include:
    - i. Pre and post construction monitoring of the vegetation, soil chemistry, and wildlife of the Project Site.
      - a. Pre-construction monitoring shall be no less than one year prior to the commencement of the Project.
      - b. Post construction monitoring shall be for no less than five years after completion of the construction of the Project, and shall include a list of goals and an annual report to the Division;
    - ii. An adaptive management plan;
    - iii. A post construction monitoring and maintenance plan of at least five years; and
    - iv. Consider hiring the Division's recommended inspector to oversee the Project on behalf of the Division. Submit to the Division the name of the inspector to be hired and paid for by OCNJ.

OCNJ shall not proceed with the Project, or any aspect thereof, without the Division's prior written approval of the Project Plan.

- 2. Provide schematics, map, and/or any other documents required by the Division of the pipeline design at the Project Site. This requirement shall be met only upon the Division's determination, in the Division's sole discretion, that the Division has enough information upon which to base a decision;
- 3. Secure a Performance Bond in the amount of \$250,000. OCNJ shall complete DFW's Performance Bond for Project on DFW Property form, which shall be attached hereto prior to construction as Exhibit B along with the Bond; and
- 4. Obtain and maintain insurance prior to the commencement of the Project in the amounts and of the types as listed in Paragraph 10. Insurance.
- B. Prior to the commencement of the construction of the Project, OCNJ shall:
  - 1. Negotiate an Access Agreement with the Division. The Access Agreement shall outline the ingress and egress for construction vehicles, a parking area for construction vehicles if overnight parking is required, the requirement to secure the construction site with fencing, and any other requirements for access to the Project Site and WMA during construction;
  - 2. Schedule, pay all costs for, and hold at least one public hearing in OCNJ at least six (6) months prior to the commencement of construction. Notice of the meeting shall be via a posting on OCNJ's website and a posting in a local newspaper. OCNJ shall also compile all comments and complete a summary comment and response document to be approved by the Division, post the summary document on OCNJ's website, and provide an electronic copy of the summary document to the Division for posting on the Division's website; and
  - 3. Hire an inspector to oversee the construction on behalf of the Division.
- C. During construction, OCNJ shall:
  - 1. Secure the construction site and comply with any and all terms in the Access Agreement; and
  - 2. Ensure that the inspector overseeing the Project on behalf of the Division is kept informed of the status of the Project and is given access required to confirm the status of the Project.
- D. Upon completion of the construction of the Project, OCNJ shall:

- 1. Notify the Division of the completion of the construction of the Project and obtain the Division's written agreement that the Project construction is complete;
- 2. Maintain and monitor the Project Site in accordance with the Project Plan for five (5) years after completion of the construction;
- 3. Provide annual reports to the Division outlining the monitoring and maintenance completed in that year; and
- 4. Obtain the Division's written approval at the end of the Project that all criteria of the Project Plan have been satisfied and the Project and this Agreement are officially terminated.

#### 5. DIVISION RESPONSIBILITIES

- A. Prior to commencement of the Project, the Division shall:
  - 1. Promptly request such additional information, if required for the Division to make a decision regarding OCNJ's Project Plan, from OCNJ;
  - 2. Coordinate a date and time with OCNJ for the public hearing;
  - 3. Coordinate with any and all units within DEP on the Project Plan;
  - 4. Make a timely final determination of OCNJ's Project Plan; and
  - 5. Recommend to OCNJ the hiring of an inspector to oversee the construction. If OCNJ does not hire the recommended inspector and hires an inspector of OCNJ's choosing, the Division shall have the right to disapprove the inspector chosen by OCNJ.
- B. Prior to the commencement of the construction of the Project, the Division shall:
  - 1. Attend the public hearing, work with OCNJ in preparing responses to the comments received and compiling them in a response document, and posting the document on the Division's website; and
  - 2. Negotiate an Access Agreement with OCNJ.

- C. During construction, the Division shall conduct periodic site inspections of the progress of the Project.
- D. Upon completion of the construction of the Project, the Division shall conduct a final inspection of the Project Site., and if approved, provide written approval to OCNJ.

#### 6. HAZARDOUS SUBSTANCES

OCNJ shall not generate, store, or dispose of any hazardous materials or oil, including, without limitation, any materials which are toxic, explosive, corrosive, flammable, or otherwise hazardous to health on the Project Site or WMA.

#### 7. TERMINATION

Each party shall have the right to terminate this Agreement upon ninety (90) days written notice served upon the other Party by Certified Mail, Return Receipt Requested, prior to the commencement of construction of the Project. Once construction has commenced, only the Division shall have the right to terminate this Agreement upon ninety (90) days written notice served upon OCNJ by Certified Mail, Return Receipt Requested.

#### 8. NOTICE

All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a Party has been notified of a change of address:

#### To Division:

New Jersey Dept. of Environmental Protection Division of Fish and Wildlife – Bureau of Lands Management 501 East State Street Mail Code 501-03 P.O. Box 420 Trenton, NJ 08625-0420

With a copy to: Pete Winkler, Regional Superintendent Assunpink Wildlife Management Area One Eldridge Road Robbinsville, NJ 08691

#### To OCNJ:

James Mallon, Business Administrator 861 Asbury Road Ocean City NJ 08226

#### 9. INDEMNIFICATION

- To the fullest extent allowable by law, OCNJ assumes, for itself, its successors, and assigns, all risks and liabilities arising out of OCNJ's Project at the Project Site and WMA. OCNJ shall, for itself, its successors, and assigns, hold harmless, indemnify, defend, protect, and release the State of New Jersey (hereinafter "the State"), the Department of Environmental Protection (hereinafter "the Department"), the Division, and their members, directors, officers, employees, agents, and successors and assigns from and against all suits, causes of action. demands, complaints, liabilities, penalties, costs, losses, damages, judgments, expenses or claims, including, without limitation, reasonable attorney's fees, in any form, arising from or in any way connected with OCNJ's performance, attempted performance or failure to perform regardless of whether such action was undertaken by OCNJ, its officers, directors, agents, servants, employees, contractors, subcontractors, or any person at its request, subject to its direction, or on its behalf in connection with this Agreement or the Project at the Project Site and WMA including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission condition or other matter related to the Project or this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties, including, but not limited to:
  - i. Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Project Site and/or WMA, or in any manner growing out of or connected with the Project at the Project Site and WMA;
  - ii. Violation of any agreement or condition of this Agreement by OCNJ, its agents, employees, contractors, subcontractors, invitees (express or implied), or anyone claiming by or through OCNJ;
  - iii. Violation by OCNJ of any contracts, agreements, or restrictions of record concerning the Project, the Project Site, and/or the WMA or any federal, State, or local law, ordinance, or regulation affecting the Project Site, the WMA, and/or OCNJ's Project thereon;
  - iv. Failure or omission to comply with any insurance policy required under this Agreement or any federal, State, or local law, ordinance, rule, regulation or order affecting the Project Site, the WMA, and/or OCNJ's Project thereon; and

- iv. Any act, error or omission by OCNJ, its agents, employees, contractors, subcontractors, invitees (express or implied), or anyone claiming by or through OCNJ in the performance of this Agreement.
- B. OCNJ agrees that any contract with contractors, subcontractors, and consultants shall require such contractors, subcontractors, and consultants to defend, indemnify, protect, and save harmless the State, the Department, and the Division, and release OCNJ and the State, the Department, and the Division and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, subcontractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on the Project Site and/or WMA or for the benefit of the Project.
- C. OCNJ (1) shall immediately notify the Division of any damages for which OCNJ, the Division, the Department, or the State might be liable and (2) shall, at its sole expense, (a) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (b) promptly satisfy and discharge any judgment rendered against the Division, the Department, or the State or their employees, servants, or agents, or any settlement entered into by the State, the Department, or the Division, for any damage. OCNJ shall not assert any defense that would be available to the Division, the Department, or the State, but not to OCNJ, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Office of the Attorney General's Division of Law.
- D. The Division and OCNJ shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against the Division, the Department, the State, OCNJ, or any of their agents, servants, or employees, the Division shall, on behalf of the Division, the Department, and the State, and OCNJ shall, on behalf of OCNJ, expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.
- E. It is expressly agreed and understood that any approval by the Division of the work performed or reports, plans, and specifications provided by OCNJ shall not operate to limit the obligations of OCNJ assumed pursuant to this Agreement.
- F. OCNJ's liability pursuant to this paragraph shall continue after the termination or expiration of this Agreement with regard to causes of action arising or claimed to arise prior to

the termination or expiration hereof and/or obligations of OCNJ under this Agreement that survive such termination or expiration.

- G. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Agreement.
- H. The provisions of this indemnification clause shall in no way limit the obligations assumed by OCNJ under this Agreement, nor shall they be construed to relieve OCNJ from any liability or to preclude the Division from taking any other actions available to it under any provisions of this Agreement or at law or in equity.
- I. All claims asserted against the Division by OCNJ shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. OCNJ agreement to hold harmless and indemnify the Division, the Department, and the State shall not affect the statutory protections available to them under the Landowner's Liability Act, N.J.S.A. 2A:42A-2, et seq. Nothing in this Agreement shall be construed as a waiver by the Division of any warranty, express or implied, or of any remedy at law or in equity.

#### 10. INSURANCE

- A. At all times during the term of this Agreement, OCNJ shall, at its sole cost and expense, obtain and maintain in full force for the term of this Agreement the following insurance coverage, naming the State, the Department, and the Division as additional insureds, in the types and in the minimum amounts provided herein:
  - i. Commercial General Liability policy as broad as the standard basic, unamended and unendorsed occurrence coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars per occurrence as a combined single limit for bodily injury, death, and property damage liability;
  - ii. Worker's Compensation, if applicable, in compliance with the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease;

- iii. Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000.00 per person or per occurrence for all vehicles used by OCNJ on the Project Site and WMA. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or waste will be transported during the performance of work; and
- iv. Such other insurance and in such amounts as may from time to time be reasonably required by the Division.
- B. OCNJ shall require the same types of insurance coverage in the same amounts for any and all contractors, subcontractors, agents, and servants, and shall provide proof of same to the Division within thirty (30) days of the execution of a contractor, subcontractor, agent, or servant agreement. The Division, the Department, and the State shall be named as additional insured by any contractor, subcontractor, agent, or servant.
- C. All policies of insurance shall provide that the proceeds thereof shall be payable to the Division and OCNJ as their respective interests may appear.
- D. Failure of OCNJ to obtain and maintain insurance of the types and amounts listed above shall be cause for immediate termination of this Agreement.
- E. When OCNJ returns this Agreement, signed by OCNJ, to the Division for signature. OCNJ shall provide the Division with certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this Agreement, evidencing that OCNJ has obtained all insurance coverage in accordance with this Agreement. A copy of the certificates of insurance and/or documentation of self-insurance shall be attached to this Agreement prior to construction as Exhibit C. Failure to provide certificates of insurance at the time of OCNJ's execution of this Agreement shall render this Agreement null and void. The certificates of insurance and/or documentation of self-insurance shall provide for thirty (30) days' notice, in writing, to the Division prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Agreement. OCNJ also shall provide the Division with valid certificates of renewal of the insurance upon the expiration of the policies so that the Division is continuously in possession of current documentation that OCNJ has obtained and is maintaining in full force and effect all insurance required under this Agreement. OCNJ also shall, upon request, provide the Division with copies of each policy required under this Agreement certified by the agency or underwriter to be true copies of the policies provided by the OCNJ. OCNJ shall not allow any contractor, subcontractor, agent or servant to engage in any activity on the Project Site without first submitting to the Division a current certificate of insurance showing that the contractor, subcontractor, agent, or servant has obtained insurance coverage in accordance with the requirements of this Agreement.

- F. OCNJ expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit OCNJ's indemnification obligations assumed in this Agreement and shall not be construed to relieve OCNJ from liability in excess of such coverage, nor shall it preclude the Division from taking such other actions as are available to it under any provision of this Agreement and as otherwise provided for at law or in equity.
- G. In the event that (i) OCNJ fails or refuses to renew any of its insurance policies or to provide the Division with timely certificates of insurance showing that OCNJ is maintaining insurance coverage in full force and effect to the extent required by this Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, this Agreement shall terminate immediately.
- H. The limits of insurance policies described in this Paragraph shall be reviewed by the Division and OCNJ every two (2) years. OCNJ shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

## 11. NO INTERFERENCE WITH OPERATION OF WILDLIFE MANAGEMENT AREA - CLOSURE

- A. OCNJ shall, in executing the Project at the Project Site and WMA, conduct all activities so as not to interfere with, impair, or prevent the Division's development, maintenance, management, and operation of the WMA and the safe use and enjoyment thereof by the public. OCNJ shall coordinate with the Division all activities which could adversely affect the WMA or the public's use and enjoyment thereof and shall implement all measures reasonably required by the Division to minimize such adverse effects.
- B. The Division, in its sole discretion, reserves the right to limit or close access to the WMA, including the Project Site, if there is inclement weather or threat thereof or the WMA is closed for any reason. OCNJ hereby agrees to abide by the Division's decision and waives any claim for damages, compensation or rental abatement resulting from closure of the WMA.

#### 12. EMERGENCY; REPORT OF INJURY

OCNJ shall call 911 for any emergency requiring the assistance of police, fire or EMS. Any injury which shall occur during the Project to OCNJ, its servants, agents, employees, invitees, contractors, or subcontractors while in the WMA, requiring medical intervention of which OCNJ is notified, shall be reported by OCNJ to the Division by calling the Department at 1-877-WARN-DEP (1-877-926-6337), and in writing within one (1) day of the incident.

#### 13. SECURITY

- A. OCNJ shall, at OCNJ's sole cost and expense, be completely responsible for all security at the Project Site against burglary, theft, vandalism and unauthorized entry. The Division has no obligation to OCNJ for security of the Project Site or the WMA and shall not be responsible to OCNJ, its agents, servants, employees, visitors, subcontractors, or contractors for personal injury, death, and/or loss, damage or destruction of equipment, supplies, or other personal property at the Project Site or on the WMA.
- B. The Division reserves the right to remove and/or refuse admission to the Project Site to any person or persons who, in the Division's discretion, cannot furnish satisfactory identification and justification for access to the Project Site. OCNJ shall have access to all areas within the Project Site during the Project, subject to interruptions outlined above.

#### 14. COMPLIANCE WITH LAWS

OCNJ shall, at its sole cost and expense, comply with all statutes, ordinances, rules, orders, regulations, and requirements of federal, State, and local governments and of any and all of their departments and bureaus applicable to the Project and Project Site, for the correction, prevention, and abatement of nuisances, violations, or other grievances in, upon, or connected with the Project and Project Site during the term of this Agreement, and which are directly related to OCNJ's Project at the Project Site.

#### 15. LIENS OR ENCUMBRANCES

A. OCNJ shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon the interest of the Division or the Department in the Project Site or any other part of the WMA. If OCNJ should cause any improvements or repairs to be made to the Project Site, or if OCNJ should cause any labor to be performed or material to be furnished therein, thereon, or thereto, neither the Division, the Department, the WMA, nor the Project Site shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such improvements, repairs, labor, and material, shall be made, furnished, and performed at OCNJ's expense, and OCNJ shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material. OCNJ shall require, as a condition of any contract or subcontract for labor or materials, all contractors, laborers and materialmen to execute a release of lien against the Division and/or the Department.

- B. If, because of any act or omission (or alleged act or omission) of OCNJ, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Project Site, the WMA, the Department, or the Division (whether or not such lien, charge, or order is valid or enforceable as such), OCNJ shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to OCNJ of the filing thereof.
- C. OCNJ shall, upon completion of any improvement(s), provide the Division with a signed copy of any and all lien(s), said statement indicating that all contractors have been paid and all lien(s) have been discharged.

#### 16. ASSIGNMENT

This Agreement shall not be assigned by a Party hereto without the prior written consent of the other Party. Assignment shall only be to another government unit.

#### 17. BINDING EFFECT

All of the terms, conditions, and covenants to be observed and performed by the Parties shall be applicable to and binding upon their several successors and assigns, as the case may be.

#### 18. SEVERABILITY/WAIVER

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by a Party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving Party to or of any subsequent similar act by the other Party.

#### 19. CHOICE OF LAW

This Lease Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

#### 20. NOT A PARTNERSHIP

This Agreement is not intended to create, and shall not be construed as creating, a legal form of partnership between the Parties to the Agreement.

#### 21. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.

#### 22. AMENDMENTS AND MODIFICATIONS

This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein.

#### 23. ATTACHMENTS

EXHIBIT A – Map of the Project Site

EXHIBIT B – Performance Bond for Project on DFW Property

EXHIBIT C – Insurance Certificate

#### 24. AUTHORITY

By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organizations by all provisions contained herein.

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:
Assistant Commissioner
Natural and Historic Resources
_
Date:
OCEAN CITY NEW JERSEY
OCEAN CITT NEW JERSET
By:
(Individual authorized in enabling resolution)
Date:

### RESOLUTION

# 13

## AUTHORIZING THE SALE OF CITY PROPERTY THAT HAS BEEN DEEMED SURPLUS OR ABANDONED WITH GOVDEALS, INC.

WHEREAS, the City of Ocean City desires to dispose of property recovered by the City of Ocean City and/or City property that has been deemed surplus and no longer needed for public use; and

**WHEREAS**, the City of Ocean City it is estimated by the City Purchasing Manager that these items will exceed \$6,000.00 in value, requiring disposition by public sale in accordance to N.J.S.A. 40A:11-36 and 40A:14-157; and

WHEREAS, the State of New Jersey permits the sale of surplus property no longer needed for public use or acquired through abandonment, through the use of the State Contract No. T-2581, Auctioneering Service-Internet Vendor and pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30; and

WHEREAS, Govdeals, Inc. is an authorized State Contract Vendor No. 83453; and

WHEREAS, the City of Ocean City has the property listed in Schedule A, attached to this Resolution and desires to sell these items at an online auction along with any items that may be deemed surplus between March 1, 2018 - March 31, 2018; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that the items recovered by the City of Ocean City and/or City's property that has been deemed surplus and no longer needed for public use is hereby authorized to post an offer to sell the items listed on Schedule A and any other items deemed surplus between March 1, 2018 through March 31, 2018 with GovDeals, Inc., State Contract Vendor No. 83453, an internet auctioneering service as follows:

Online Auction Site:	www. GovDeals.com
Length of Online Auction:	14 days
Auction Fees:	7.5% of the total amount of all items sold (to be paid through proceeds of
	the sale)
Method of Payment:	U.S. Currency - Cash, Certified Check, Money Order or Traveler's Checks
Shipping:	Buyer is responsible to pick up, load and transport
Possession:	When payment in full is received
Other Terms:	Items are sold as is where is and without warranty, payment in full is due
	not later than five (5) business days from the time and date (EST) of the
	Buyer's Certificate (issued by GovDeals Email) being received.

**BE IT FURTHER RESOLVED** that the City Council of the City of Ocean City authorizes Joseph S. Clark, QPA, City Purchasing Manager to coordinate and direct the sale of surplus items no longer needed for public use from March 1, 2018 through March 31, 2018 with GovDeals, Inc., State Contract No. 83453, an internet auctioneering service.

To be determined by current item appraisal

Minimum Bids:

					eter V Madden ouncil President
FILES: RES 2018 Govdeals.d		. , , , , , , , , , , , , , , , , , , ,	 Second	ed by	
					y of Ocean City, New Jersey, at a meeting of
ř	NAME		ABSENT		
	Barr Bergman		 		City Clerk
	DeVlieger Hartzell		 		
	Madden McClellan Wilson	~~~~	 ~~~~		

#### NOTICE OF PUBLIC ONLINE AUCTION SALE FOR THE CITY OF OCEAN CITY'S SURPLUS ITEMS & VEHICLES @ WWW.GOVDEALS.COM

The City of Ocean City, NJ will be conducting an online auction for the Public Sale of Surplus Property on an ongoing basis as items become available. The City has contracted with GovDeals, Inc. an internet based government auction website to conduct the online Sale of Surplus Property as listed and in accordance with N.J.S.A. 40A:11-36 and 40A:14-157. Items will be offered with the contracted online auction service known as GovDeals, Inc. Anyone interested in viewing these listed items may visit the GovDeals website @ <a href="www.govdeals.com">www.govdeals.com</a> or use the link to GovDeals on the City of Ocean City's website. All interested bidders can register for free with GovDeals, Inc.

The following are some of the items that will be posted for auction online March 1, 2018 through March 30, 2018.

- 1. 1994 Chevrolet Suburban VIN# 10NFK16KORJ388445
- 2. 1994 GMC 2500SL Truck VIN#1GTFC24K9RZ561931
- 3. 1997 GMC Safari Van VIN# 1GTDM19W4VB535248
- 4. 1998 Chevrolet Lumina VIN# 2G1WL52K9W9287925
- 5. 2000 Ford E150 Van VIN# 1FTRE142XYHB34098
- 6. 2001 Ford F350 Truck VIN# 1FTSX30L21EC32314
- 7. 2005 Chevrolet Astro Van VIN# 1GCDL19X25B109814
- 8. 2005 Ford Crown Victoria VIN# 2FAHP71W05X109681
- 9. 2005 Ford Crown Victoria VIN# 2FAFP71W55X126807
- 10. 2003 Ford F250 Truck VIN# 1FDNF21L43ED84277
- 11. 2007 Ford Crown Victoria VIN# 2FAFP71W57X107354
- 12. 2007 Ford Crown Victoria VIN# 2FAFP71WX7X113733
- 13. 2008 Ford Crown Victoria VIN# 2FAHP71W67X158824
- 14. 2008 Ford Crown Victoria VIN# 2FAFP71V68X105198
- 15. 2006 Rudco RP 3500 Trash Compactor
- 16. 42 Sets of Firefighter Bunker Jacket & Pants

All sales shall be final and items are sold "As is" "Where is". Payment shall be received by The City of Ocean City within five (5) business days of the auctions closing date. All Items (Surplus Property) shall be picked up or removed within ten (10) business days from the time and date of issuance of the Buyers Certificate. The Buyer shall be responsible to make all necessary arrangements to have the items removed. The Terms and Conditions are posted online at the GovDeals website. All items may be inspected at the location and time specified online at the items auction site.

For additional information regarding the auction, please contact the City's Purchasing Division @ (609) 525-9356.

Joseph S. Clark, QPA City Purchasing Manager

## RESOLUTION

#14

#### **AUTHORIZING THE PAYMENT OF CLAIMS**

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

WHEREAS, the attached bill list represent claims against the municipality for period including March 3, 2018 to March 16, 2018.

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

Chief Financial Officer	Peter V. Madden, Council President
FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 03.03.18 TO 03.16.18.doc	
Offered by Seconded by	
The above resolution was duly adopted by the City Council of the said Council duly held on the	-
NAME AYE NAY ABSENT ABSTAIN Barr Bergman DeVlieger Hartzell Madden McCleilan Wilson	TED City Clerk

P.O. Type: All

18-00179 01/24/18 PHILLYKE PHILLY KEYS LLC

18-00201 01/24/18 PITBOWES PITNEY BOWES INC

18-00191 01/24/18 HACKNEY HACKNEY CONCRETE, INC.

18-00199 01/24/18 LINESYST BLOCK LINE SYSTEMS INC.

EUROFINS QC, INC.

**NEW JERSEY SEX CRIMES OFFICERS** 

AUTOMATIC DATA PROCESSING

KEEN COMPRESSED GAS COMPANY

18-00219 01/29/18 BUSTEDKN BUSTED KNUCKLE AUTO & TIRE LLC Towing as needed

18-00181 01/24/18 QCLAB

18-00205 01/24/18 NJSCO

18-00221 01/29/18 KEEN

18-00228 01/29/18 GRITH

18-00210 01/24/18 ADP

Open: N

Open

Open

Open

Open

0pen

Open

Open

2018 DOWNTOWN STREETSCAPES IMP Open

NJPA#041917-PIT SEND PRO P1500 Open

2018 PHONE SERVICES

2018 PAYROLL SERVICE

GRIFFITH & CARLUCCI, ESQUIRES PROFESSIONAL SERVICES FOR 2018 Open

Compressed gas services

1,000.00

63,383.50

12,469.78

14,634.90

525.00

50.00

19.72

2,021,45

3,636.00

54.00

0.00

0.00

0.00

0.00

0.00

0.00 B

0.00 B

0.00

0.00 B

0.00 B

Paid: N

Include Project Line Items: Yes

Void: N

Range: First to Last Rcvd: Y Held: Y Aprv: N Format: Condensed Bid: Y State: Y Other: Y Exempt: Y PO Date Vendor PO # PO Description Void Amount Status Amount PO Type 15-02856 11/12/15 CALAFATI MICHAEL CALAFATI ARCHITECT, LLC Architect services for OCLSS Open 10,751.85 0.00 B 16-01527 06/28/16 SCHIAVON FRED M. SCHIAVONE CONST., INC. RESOLUTION # 16-52-175 Open 76,711.33 0.00 16-01718 07/20/16 MCLEES WILLIAM MCLEES ARCHITECTURE Com Cnt Vestibule (Archt Srvs) Open 2,000.00 0.00 16-01727 07/20/16 CALAFATI MICHAEL CALAFATI ARCHITECT, LLC RESOLUTION 16-52-203 Open 1,195.00 0.00 B 16-03630 12/05/16 ACTIO ACTION SUPPLY, INC. I-5 FOR BEACH PATHS Open 1,721.95 0.00 B 17-00032 01/20/17 CALAFATI MICHAEL CALAFATI ARCHITECT, LLC RESOLUTION 17-53-007 2,157.50 0.00 Open 17-00744 03/23/17 OCFAM OCEAN CITY FAMILY PRACTICE, PA 3,285.00 0pen 0.00 17-00812 03/31/17 COMMAND COMMAND CO., INC. RES 17-53-060; CC #17-24 32,966.22 0.00 B Open 17-01020 05/05/17 SCHIAVON FRED M. SCHIAVONE CONST., INC. RES 17-53-130, CC 17-29 149,472.82 0pen 0.00 C Contract No: 00001729 17-01090 05/10/17 ACTENGIN ACT ENGINEERS INC RES 17-53-134 WETLANDS RESTORA Open 11,787.71 0.00 17-01424 06/09/17 ACTENGIN ACT ENGINEERS INC RES 17-53-162 2017 DREDGING PR Open 512.17 0.00 B 17-01609 06/21/17 SEASHORE SEASHORE ASPHALT CORP. 156.99 Open 0.00 B 17-01761 07/18/17 ACTENGIN ACT ENGINEERS INC RES 17-53-202 0pen 9,295.39 0.00 17-01980 08/03/17 ALBERTMC ALBERT MARINE CONSTRUCTION, RES 17-53-208; CC: 17-43 74,278.65 Open 0.00 B 17-02003 08/03/17 MULLIN MULLIN & LONERGAN ASSOCIATES RES 16-52-262 0pen 4,050.00 0.00 B 17-02087 08/17/17 BIRDCONS BIRD CONSTRUCTION RES 17-53-230; CC 17-44 Open 53,507.02 0.00 B 17-02125 08/25/17 OCSPE CITY OF OCEAN CITY 2017 EMPLOYER SHARE UNEMPLOYM Open 24,783.72 0.00 17-02264 09/05/17 ATLMARIN ATLANTIC MARINE CONSTRUCTION RES 17-53-250, CC 17-45 50,865.68 Open 0.00 B 17-02381 09/20/17 PIERC PIERCE MANUFACTURING INC. RES 17-53-277; MODEL YEAR 2018 Open 738,715.57 0.00 17-02590 10/13/17 ACTENGIN ACT ENGINEERS INC RES 17-53-273; 2017 DREDGE INS Open 11,601.69 0.00 B 17-02787 10/24/17 SCHIAVON FRED M. SCHIAVONE CONST., INC. RES 17-53-302; CC 17-51; CONST OPEN 84,319,79 0.00 B 17-02838 10/31/17 LEXA LEXA CONCRETE, INC. RES 17-53-264; CC 17-02; 2017 Open 56,069.04 0.00 B  $17\text{-}03001\ 11/22/17\ \text{PAGEWOLF PAGE,WOLFBERG \& WIRTH}$ Open 2,500.00 0.00 17-03264 12/19/17 GWP GWP ENTERPRISES, INC. RES 17-53-328 CC: 17-13, 2017 Open 163,808.02 0.00 B 18-00007 01/12/18 SALES SALES & USE TAX 2018 SALES & USE TAX PAYMENTS Open 2.58 0.00  $18-00008 \ 01/12/18 \ \text{SONJ}8695 \ \text{STATE OF NEW JERSEY}$ 2018 MOTOR FUEL TAX PAYMENTS 13.18 Open 0.00 18-00013 01/17/18 NJAM3 NEW JERSEY-AMERICAN WATER CO. 2018 WATER/SEWER CHARGES 71,211.18 Open 0.00 B 18-00014 01/17/18 AC ELECT ATLANTIC CITY ELECTRIC 2018 CITYWIDE ELECTRIC Open 48,660.73 0.00 B 18-00015 01/17/18 SJGAS SOUTH JERSEY GAS COMPANY Open 6,735.52 0.00 B 18-00016 01/17/18 VERIZ **VERIZON** 2018 PHONE CHARGES Open 4,893.66 0.00 B 18-00017 01/17/18 VERIZONL VERIZON ONLINE 0pen 275.54 0.00 B 18-00032 01/17/18 SPINN SPINNING WHEEL FLORIST INC. 402.00 0pen 0.00 B 18-00033 01/17/18 CRYSTAL CRYSTAL SPRINGS ACCOUNT 19731863378709 **Open** 21.46 0.00 18-00040 01/17/18 DEARBORN DEARBORN NATIONAL LIFE INSURAN Open 1,156.70 0.00 B 18-00130 01/19/18 SJENERG SOUTH JERSEY ENERGY 2018 GAS SUPPLIER CHARGES 5,705.42 **Open** 0.00 B 18-00135 01/19/18 SUNEYONE SUNEY SOLAR OCEAN CITY ONE LLC 2018 MONTHLY PPA CHARGES **Open** 654.85 0.00 B 18-00142 01/19/18 THOMASMI THOMAS G.SMITH, ESQ. RES# 18-54-032 Tax Appeals Open 2,718.95 0.00 B 18-00143 01/19/18 VERIW **VERIZON WIRELESS** ACCOUNT #000133299-00001 Open 2,413,44 0.00 B 18-00159 01/19/18 GEESE GEESE CHASERS SOUTH JERSEY Professional Service-Attached Open 1,079.00 0.00

P0 #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	РО Туре
			SCHAEFFER NASSAR SCHEIDEGG		Open	3,050.00	0.00	
			SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2018	0pen	2,655.00	0.00	
	01/29/18		MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2018		1,734.00	0.00	
			BATTISTINI CONSULTING SERVICES			3,542.50	0.00	
			FARNSWORTH & SEMPTIMPHELTER, L		Open	1,900.07		
18-00239	01/29/18	NJTRS	NJ TRANSIT	2018 BUS CARD TICKET SALES	Open	11,232.70	0.00	
18-00250	01/29/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	17.15	0.00	
T8-00722	05/01/18	EFMLEASE	ENTERPRISE FLEET MANAGEMENT		0pen	3,415.82	0.00	
18-00263	02/01/18	CRYSTAL	CRYSTAL SPRINGS	ACCOUNT #19747563378700	0pen	97.75	0.00	
			HARVEY A. SHUHART, JR.	HANGAR RENTAL PAYMENT (GOLF)	0pen	4,848.00	0.00	
	02/05/18		C.M.C.M.U.A.		Open	24,770.19	0.00	
	02/05/18		B. W. STETSON & CO.		Open	238.00	0.00	
	02/05/18		DEPTCOR		-Open	299.00	0.00	
	02/05/18		GETAWAYS ON DISPLAY		Open	4,476.00	0.00	
			PENNSYLVANIA ON DISPLAY		0pen	3,600.00	0.00	
			OUTFRONT MEDIA LLC		0pen	9,300.00	0.00	В
			SMARTWEBAPPS		0pen	1,375.00	0.00	_
			WISER LINK ADVERTISING, INC		0pen	1,347.90	0.00	
	02/07/18		ATLANTIC COUNTY UTILITY AUTHOR		Open	309.81	0.00	
	02/07/18		DEPTCOR		Open	310.00	0.00	
			BEN SHAFFER RECREATION INC	ACCOUNTS 1074C11 2270444	Open	2,348.52	0.00	
				ACCOUNT# 1974633-3378444	Open	36.98	0.00	В
	02/07/18		B. W. STETSON & CO.		Open	81.50	0.00	В
			GONE NATIVE COMMUNICATIONS INC		Open	700.00	0.00	
	02/09/18		SSRTC		Open	5,000.00	0.00	
	02/09/18		RAUHAUSER'S, INC.		Open	1,035.00	0.00	
			AC FIRE DEPT. PIPE BAND, INC	Page #17 52 303 (10 13 3017)	Open	1,000.00	0.00	
	02/13/18		CAPRIONI PORTABLE TOILETS, INC	Kesu #17-33-303 (10-12-2017)	Open	1,400.00	0.00	
	02/13/18		KELLI RABKE		Open	3,575.00	0.00	n
	02/13/18		TIX, INC.	17-53-368	Open	473.00	0.00	R
	02/13/18 02/13/18		V.E. RALPH, INC. WILLIAM SCHOPPY TROPHY COMPANY	17-33-300	Open	2,086.00	0.00 0.00	
	02/15/18		SENTINEL LEDGER	2018 SENTINEL SUBSCRIPTIONS	Open Open	472.45 504.00	0.00	
	02/16/18		WILLIAM SCHOPPY TROPHY COMPANY	SATO SEMITMET SABSCRILLITOMS	Open	12.50	0.00	
			THOMSON REUTERS		Open Open	328.34	0.00	ם
			A-2-Z EMBLEMS, LLC			582.50	0.00	Þ
			BEN SHAFFER RECREATION INC		Open Open	429.10	0.00	
	02/16/18		ORIGINAL HOBO BAND, INC.		Open Open	1,000.00	0.00	
	02/16/18		WILLIAM SCHOPPY TROPHY COMPANY		Open Open	49.02	0.00	
	02/16/18		DEPTCOR		Open Open	475.00	0.00	
	, ,		MICHAEL CALAFATI ARCHITECT, LLC	CH RR Alternation Ann NIHOO	Open Open	922.50	0.00	D
			MICHAEL CALAFATI ARCHITECT, LLC		Open	692.50	0.00	
	02/16/18		EARTHTECH CONTRACTING, INC	RES#12-49-023 RES#17-53-353	Open Open	1,278.00	0.00	D
	02/16/18		RIGGINS, INC.	RES #18-54-035	Open	12,640.87	0.00	R
	02/20/18		KEITH BRUNDIN	ESCROW REFUND 05-001 HPC	Open	1,225.00	0.00	U
	02/22/18		A-2-Z EMBLEMS, LLC	COCYON METOND OF OAT HLC	Open Open	265.00	0.00	
			CRYSTAL SPRINGS		Open Open	165.20	0.00	
				Air Compressor Service	Open	995.63	0.00	
				REFUND SMOKE INSPECTION	Open	50.00	0.00	
	02/23/18		GLOBAL INDUSTRIAL EQUIPMENT CO		Open	1,555.96	0.00	
			SCHEULE PLANNING SOLUTIONS LLC	•	Open	2,220.00	0.00	
			PENGUIN MANAGEMENT, INC		Open	1,074.00	0.00	
	02/28/18		WILLIAM SCHOPPY TROPHY COMPANY		Open Open	72.50	0.00	
	02/28/18			SPECIAL OLYMPICS	Open	1,225.00	0.00	

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	РО Туре
18-00504	02/28/18	ASAC	A.S.A.C.		0pen	320.00	0.00	
	02/28/18		NJ STATE ASSOCIATION OF CHIEFS		0pen	550.00	0.00	
18-00506	02/28/18	CRYSTAL	CRYSTAL SPRINGS	ACCT 3378728;14718356,11750002	Open	12.92	0.00	
18-00568	03/01/18	IMPACT	IMPACT TECHNOLOGY SOLUTIONS LL		Open	1,260.00	0.00	
	03/01/18		CARLO CALLE		0pen	193.08	0.00	
			JUDGE VINCENT J. MORRISON		Open	400.00	0.00	
18-00572	03/01/18	PHOENIXA	PHOENIX ADVISORS, LLC	2018 Financial Services Debt	Open	4,000.00	0.00	
	03/01/18		SOUTH JERSEY COURT ADMIN ASSN.		0pen	60.00	0.00	
18-00588	03/02/18	ACTENGIN	ACT ENGINEERS INC	RES# 18-54-052	0pen	57,243.90	0.00	В
				ESCROW REFUND 17-025PBA	0pen	49.76	0.00	
18-00599	03/05/18	HUBERC	CHERYL HUBER	ESCROW REFUND 06-012PSPP	0pen	494.77	0.00	
18-00600	03/05/18	SELECTPR	SELECT PROPERTIES, INC	ESCROW REFUND 13-027PC	0pen	229.75	0.00	
18-00601	03/05/18	ROBINWAL	ROBIN WALDRON	ESCROW REFUND 05-033PSPF	0pen	485.51	0.00	•
18-00602	03/05/18	HANSENM	SELECT PROPERTIES, INC ROBIN WALDRON MELISSA HANSEN	ESCROW REFUND 16-038ZBA	0pen	171.72	0.00	
18-00603	03/05/18	BUCKLEYW	WALTER S BUCKLEY III	ESCROW REFUND 07-013PMN	0pen	249.65	0.00	
	03/12/18		•	17-53-353	0pen	4,902.86	0.00	В
	03/12/18		OCEAN CITY POLICE PETTY CASH		0pen	85.00	0.00	
			AGENCY FOR THE PERFORMING ARTS	RESOLUTION #18-54-090	0pen	18,000.00	0.00	
	03/12/18		THE VERDIN COMPANY		0pen	495.00	0.00	
			CHRISTOPHER J CAVARETTA	ESCROW REFUND 15-001G	0pen	500.00	0.00	
	03/14/18		CHOICE ENVIR. SER. OF NJ, INC.		0pen	2,307.80	0.00	
	03/14/18		CHOICE ENVIR. SER. OF NJ, INC.		0pen	59,079.68	0.00	
	03/14/18		CHOICE ENVIR. SER. OF NJ, INC.		0pen	60,877.97	0,00	
	03/14/18		WASTE MANAGEMENT OF NJ INC.	RES #17-53-352	0pen	3,833.00	0.00	В
	03/14/18		OCEAN CITY FLOWER SHOW COMM		0pen	3,500.00	0.00	
			A & B PRODUCTIONS, INC	RESOLUTION #18-54-88	Open	10,000.00	0.00	
				RESOLUTION #18-54-089	0pen	12,500.00	0.00	
			MEGAN HILTY	RESOLUTION #18-54-091	0pen	20,150.00	0.00	
			WILDWOOD BOARD OF EDUCATION		Open	750.00	0.00	
			JOSEPH FIDUCCIA		Open	650.00	0.00	
				RESOLUTION #18-54-114	Open	20,000.00	0.00	
			•	RESOLUTION #18-54-115	Open	17,500.00	0.00	
	03/14/18		SCHINDLER ELEVATOR CORPORATION		Open	565.30	0.00	В
			EAST COAST FLAG & FLAGPOLE		0pen	475.00	0.00	
			MARYBRIDGET ENTERPRISES, INC		0pen	2,291.03	0.00	
			CATAMARAN MEDIA COMPANY		0pen	203.00	0.00	
			SPORTS SPECIALTIES		Open	897.60	0.00	
	03/15/18		KEYSTONE DIGITAL IMAGING, INC	ZU18 COPIER LEASE: 17-53-081	0pen	19,980.00	0.00	
	03/15/18		SOUTHERN NJ CHAP OF NAT INSTIT		0pen	35.00	0.00	
	03/15/18		SOUTH JERSEY WELDING SUPPLY	WEEK 031252 and	0pen	459.41	0.00	
				NJPA 031212 GPC	Open	996.29	0.00	
	* . * .			NJPA 031212 GPC	Open	957.93	0.00	
				NJ STATE CONTRACT 81514	0pen	796.00	0.00	
	03/15/18		SHORE HARDWARE		Open	25.43	0.00	
	03/15/18		HUBER LOCKSMITHS, INC		Open	135.90	0.00	
	03/15/18		SHOEMAKER LUMBER COMPANY, INC	Van. 024242	Open	568.08	0.00	
18-00684	03/15/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	804.19	0.00	

Total Purchase Orders: 150 Total P.O. Line Items: 0 Total List Amount: 2,264,784.16 Total Void Amount: 0.00

March 19, 2018 09:26 AM

Total:

CITY OF OCEAN CITY Check Register By Check Id Page No: 1

ISSUED OUTSIDE PULL LIST

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 92835 to 92835 Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y Check # Check Date Vendor Reconciled/Void Ref Num Description PO # Amount Paid Contract 92835 03/01/18 NJDEP2 TREASURER STATE OF NEW JERSEY 4355 18-00587 Shooting Island Permit NFWF 27,000.00 Report Totals <u>Paid</u> Void Amount Paid Amount Void Checks: 1 0 27,000.00 0.00 0.00 27,000.00 Direct Deposit: 0.00

March 13, 2018 02:14 PM

CITY OF OCEAN CITY

Page No: 1 Check Register By Check Id Check Issued Outside Pall LIST.

Range of Checking Accts: GENERAL

to GENERAL

Range of Check Ids: 92919 to 92919

Report Type: All Checks

Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Denosit: Y

	I.C.	, , , , , , , , , , , , , , , , , , ,	Type: Att G	iicats	кср	ore rormac, super	COHUCHI	oca circa iype	. Computer . 1 Pra	man, i bii bebos	16, 1
Check #	† Check	Date	Vendor			Amount	Paid	Reconciled/V	oid Ref Num		
92919	03/12	/18	ALBERTMC A	LBERT MARI	NE CONSTRUCT	ION, 86,0	28.81		4360		
Report T	otals	Dire	Checks: ct Deposit: Total:	0	<u>void</u> 0 <u>0</u> 0	Amount Paid 86,028.81 0.00 86,028.81	An	0.00 0.00 0.00 0.00			

#### 2018 Recreation Trust Fund Bill List

#### 3/15/2018

Voucher#	Name	Amount	
3598	Scott Cooper	\$1,000.00	South Shore Travel Basketball 1/2-2/17 & Rec Basketball 12/13/17-2/28/18
3599	Greg Donahue	\$80.00	Rec Basketball 12/14 & 1/13
3600	Matt Lawler	\$120.00	Rec Basketball 12/16/17 & South Shore Travel Basketball 2/3
3915	Michael Lucchesi	\$600.00	South Shore Travel Basketball 1/12-2/24 & Rec Basketball 1/10 & 1/31
3916	Toni-Lynn Rispoli	\$360,00	Indoor Field Hockey
3917	Cheryl Marinelli	\$600.00	Indoor Field Hockey
3918	Gaile Rockey	\$240.00	Indoor Field Hockey
3919	George Meyers	\$440.00	South Shore Travel Basketball 1/12-2/16 & Rec Basketball 2/12
3920	Patrick Keane	\$880.00	South Shore Travel Basketball 1/13-2/24 & Rec Basketball 1/20-2/28
3921	Patrick Killian	\$280.00	South Shore Travel Basketball 1/19-2/17
3922	Alissa Lamey	\$80.00	South Shore Travel Basketball 1/20
3923	Mikenzie Helphenstine	\$600.00	Rec Basketball 1/13-2/24
3924	Aaron Bogushefsky	\$330.00	H.S. Indoor Soccer League
3925	Kieran Keyser	\$270.00	H.S. Indoor Soccer League
3926	Amy Smith	\$520.00	Indoor Field Hockey
3928	Jimmy Barkalow III	\$80,00	South Shore Travel Basketball 2/3
3929	Mark Parson	\$200.00	South Shore Travel Basketball 2/10 & 2/16
3936	Chris Mazzitelli	\$75.00	Rec Basketball 12/16/17

\$6,755.00

