

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#2

REMEMBERING NANCY HUGHES

WHEREAS, Nancy Hughes passed away on Jan. 4, 2018 with family by her side; and

WHEREAS, Hughes’ life was dedicated to the service of family, friends, church, country and community; and

WHEREAS, Hughes was a prominent part of the Ocean City community for more than 55 years and a dedicated mother, church member and citizen; and

WHEREAS, the Bill and Nancy Hughes Performing Arts Center at Ocean City High School bears her name because of her dedication to the school district and its students; and

WHEREAS, Hughes was supportive and essential to her husband’s career as a congressman and ambassador; and

WHEREAS, Many in town thank Nancy for being a friend and mentor; and

WHEREAS, Mayor Jay A. Gillian considers the ambassador and Mrs. Hughes among the greatest influences in his campaign for Unity in the Community. “That’s not only how he governed as a former congressman but how they both lived their lives. They taught me that I could be the best mayor by working with everybody,” Gillian said; and

WHEREAS, the generosity of people like Nancy are what make our town great.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Ocean City, NJ, on behalf of all citizens, that Nancy Hughes is honored and sincerely thanked for her outstanding service to the City of Ocean City, NJ; and

BE IT FURTHER RESOLVED, that Bill Hughes and all of his extended family and friends are extended our deepest condolences.

Peter V. Madden
Council President

Jay A. Gillian
Mayor

Anthony P. Wilson

Michael DeVlieger

Robert S. Barr

Keith P. Hartzell

Karen Bergman

Antwan L. McClellan

Offered by Seconded by

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

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

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

	<i>Fee</i>
1. Ocean City Golf Course: In-Season: April 1st to October 31st Off Season: November 1st to March 31st	
Seniors – 62 years or older Youth – 13 Years or younger (No charge for non-playing adult 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. (1) Pull Cart (2) Electric cart rental	\$3.00 per round \$20.00 per round \$10 per player, per round
g. Yearly Play Pass: Valid in year purchased only. Said pass shall have registration number and name of participant on card. The yearly pass is nontransferable and nonrefundable \$200 if purchased by April 30th, \$250 if purchased after April 30th.	
h. Rental of Course: Course may be rented for privately run tournaments Monday thru Friday at the discretion of the golf course manager. Requests shall be submitted to the golf course manager one month before the requested time.	
Nonprofit (As defined)	\$150.00 per hour
All others	\$200.00 per hour
i. The selling price for all merchandise in the Golf Course Pro Shop at the Ocean City Municipal Golf Course shall be set at a rate which exceeds the City's total purchase cost. The final decision on the exact selling price of this merchandise shall be made by the Golf Course Manager and Director of Department of Community Services and filed with the Director of Financial Management on a quarterly basis.	

2. Ocean City Tennis Courts:	
On weekends from Memorial Day weekend through the third Friday in June, and thereafter daily from the third Saturday in June 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. 18-06

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.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#3

TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #18-35,
ACQUISITION & INSTALLATION OF KENTUCKY BLUEGRASS SOD

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #18-35, Acquisition & Installation of Kentucky Bluegrass Sod.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 18, 2018 with the bid proposal opening scheduled on Thursday, May 10, 2018 and an anticipated date of award on Thursday, May 24, 2018.

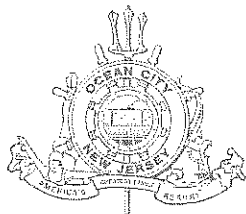
Files: RAU CC 18-35, Kentucky Bluegrass.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: JOSEPH S. CLARK, QPA, PURCHASING MANAGER
FROM: STEVEN LONGO, MANAGER
DATE: MARCH 16, 2018
RE: **CONTRACT AUTHORIZATION
ACQUISITION & INSTALLATION OF KENTUCKY BLUEGRASS**

Assistance is being sought to advance a resolution to City Council for the authorization of a City contract for the acquisition & installation of Kentucky bluegrass.

The methodology of the contract is for availability and installation of Kentucky bluegrass to be based on square foot quantities in three different thickness categories on a planned and as needed basis. The quantities range from 5,000 to 100,000 square feet and the thickness cuts range from ½-inch, to 1-inch to 1-1/4-inch varieties. The contract structure provides sod installation on a wide range of property applications.

There are several uses for the contract. They include sod for newly renovated properties and sod for existing land that needs replaced due to damage resulting from unforeseen events. The primary use of the contract will be to replace grass on sports fields. Athletic fields become worn from routine play and season long use and the worn out areas typically include the middle of a field, goal mouth areas and sidelines. These locations are cut away by the contractor and new sod is planted. In almost all cases long sod rolls are used that have over an inch in base soil so that the field is useable immediately if needed a scenario that is common in Ocean City sports programming due to high recreational use combined with a limited amount of sports fields. Practically all of the City's sports fields are converted from one sport to another depending on the season and time of year, thus the wear and tear to the grass overtime.

The necessary capital dollars to fund the contract are included in the current capital budget.

Please let me know if there are any questions and thank you for the time and assistance in this matter.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#4

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #18-37,
BAYSIDE CENTER IMPROVEMENTS – PHASE 1A**

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #18-37, Bayside Center Improvements – Phase 1A.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, April 18, 2018 with the bid proposal opening scheduled on Thursday, May 10, 2018 and an anticipated date of award on Thursday, May 24, 2018.

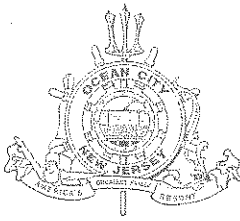
Files: RAU CC 18-37, Bayside Center Improvements – Phase 1A.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

To: Joseph S. Clark, QPA
City Purchasing Manager

From: Jason Sieira
Manager of Capital Planning

CC: Darleen Korup, Frank Donato, Roger Rinck

Date: March 22, 2018

Re: Authorization to Bid City Contract #18-37 Bayside Center Improvements - Phase 1A

This project includes the removal, replacement, and the repair of the roofs, gutters, downspouts on the Bayside Center, the Bayside Center pavilion, pool house, and the detached garage. Michael Calafati Architect, LLC, our architect of record, will design and oversee the project. Funds received from the Community Development Block Grant (CDBG) will be utilized to fund this phase of the project.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#5

**AUTHORIZING THE AWARD OF CITY CONTRACT #18-06,
DIGITAL RECORDING PRODUCTION SERVICE FOR THE CITY OF OCEAN CITY & THE CITY
OF OCEAN CITY COOPERATIVE PRICING SYSTEM (#251COCCPS)**

WHEREAS, specifications were authorized for advertisement by Resolution No. 18-54-101 on March 8, 2018 for City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 14, 2018, the Notice to Bidders was posted on the City of Ocean City's website, www.ocnj.us and the Invitation to Bid was distributed to two (2) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS on Tuesday, April 3, 2018 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

WHEREAS, Michael J. Allegretto, Director of Community Services; Melissa G. Rasner; City Clerk; Benjamin M. Hurst, Director of Information Technology; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, Purchasing Manager reviewed the bid proposal and specifications and recommended that the contract be awarded to Just Right TV Productions, LLC, the lowest responsible bidder; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS be and is hereby awarded to the following lowest responsible bidder:

Just Right TV Productions, LLC 4523 Catawba Avenue Mays Landing, NJ 08330
--

Section #1 City of Ocean City

<u>Item</u>	<u>Description</u>	<u>Prices/Rate</u>	<u>Unit</u>
1.A	Services rendered up to a minimum of two (02) hours utilizing vendor provided equipment	\$ 270.00	flat rate per session
1.A.1	Services rendered up to a minimum of two (02) hours utilizing City provided equipment	\$ 200.00	flat rate per session
1.B	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing vendor provided equipment	\$ 30.00	rate per one-half (½) hour
1.B.1	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing City provided equipment	\$ 30.00	rate per one-half (½) hour

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

<u>Item</u>	<u>Description</u>	<u>Prices/Rate</u>	<u>Unit</u>
1.C	The creation of a Flash Video "FLV file" for delivery to the City	\$ 40.00	flat rate per session
1.D	Additional copy of prerecorded DVD's	\$ 5.00	per copy
1.E	Digital recording services for special events and/or recording sessions that are beyond the scope of work outlined	\$ 120.00	rate per one (01) hour
1.F	Meetings for digital broadcast, digital format, & other items which may arise during the duration of the contract period	\$ 60.00	hourly rate

Total Number of Items Awarded to Just Right TV Productions, LLC..... Eight (8)

BE IT FURTHER RESOLVED that the City Purchasing Manager is authorized to issue purchase orders to Just Right TV Productions, LLC, 4523 Catawba Avenue, Mays Landing, NJ 08330 for a period of twenty-four (24) months beginning on July 1, 2018 and continuing through June 30, 2020, with an option to extend for an additional twelve (12) month period for 18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS as listed and in accordance with the bid specifications and the proposal form.

The Director of Financial Management certifies that funds are contingent upon adoption of the 2018 Local Municipal Budget and shall be charged to the appropriate operating account as Purchase Orders are issued. The estimated annual contract value is \$15,000.00.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

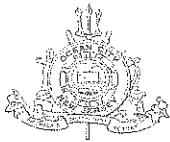
Files: RAW 18-06 Digital Recording Production Services COCCPS#251.doc

Offered by Seconded by

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

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

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



CITY OF OCEAN CITY

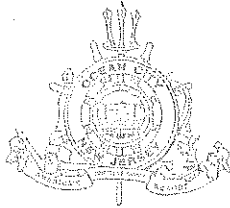
AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

DATE RECEIVED: Tuesday, April 3, 2018 @ 2:00 P.M., EDT
CITY CONTRACT #: 18-06
PROPOSAL NAME: Digital Recording Production Services for the City of Ocean City
& the Ocean City Cooperative Pricing System (251COCCPS)

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

NAME, ADDRESS & BID OF EACH BIDDER		Just Right TV Productions LLC 4523 Catawba Ave Mays Landing, NJ 08330 Martin Fielder, Owner P: 609-625-1765 F: none given E: info@justrighttv.com									
Key: Apparent Low Bidder											
ITEM	DESCRIPTION	Prices/Rates	Unit	Prices/Rates	Unit	Prices/Rates	Unit	Prices/Rates	Unit	Prices/Rates	Unit
City of Ocean City											
1.A	Services rendered up to a minimum of two (02) hours utilizing vendor provided equipment	\$270.00	flat rate per session		flat rate per session		flat rate per session		flat rate per session		flat rate per session
1.A.1	Services rendered up to a minimum of two (02) hours utilizing City provided equipment	\$200.00	flat rate per session		flat rate per session		flat rate per session		flat rate per session		flat rate per session
1.B	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing vendor provided equipment	\$30.00	rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour
1.B.1	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing City provided equipment	\$30.00	rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour
1.C	The creation of a Flash Video "FLV file" for delivery to the City	\$40.00	flat rate per session		flat rate per session		flat rate per session		flat rate per session		flat rate per session
1.D	Additional copy of prerecorded DVD's	\$5.00	per copy		per copy		per copy		per copy		per copy
1.E	Digital recording services for special events and/or recording sessions that are beyond the scope of work outlined	\$120.00	rate per one (01) hour		rate per one (01) hour		rate per one (01) hour		rate per one (01) hour		rate per one (01) hour
1.F	Meetings for digital broadcast, digital format, & other items which may arise during the duration of the contract period	\$60.00	hourly rate		hourly rate		hourly rate		hourly rate		hourly rate
Ocean City Board of Education											
2.A	Services rendered up to a minimum of two (02) hours utilizing vendor provided equipment	\$240.00	flat rate per session		flat rate per session		flat rate per session		flat rate per session		flat rate per session
2.A.1	Services rendered up to a minimum of two (02) hours utilizing Board provided equipment	\$200.00	flat rate per session		flat rate per session		flat rate per session		flat rate per session		flat rate per session
2.B	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing vendor provided equipment	\$30.00	rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour
2.B.1	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing Board provided equipment	\$30.00	rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour		rate per one-half (½) hour
2.C	The creation of a "Mpeg file" for delivery to the Board	\$40.00	flat rate per session		flat rate per session		flat rate per session		flat rate per session		flat rate per session
2.D	Additional copy of prerecorded DVD's	\$5.00	per copy		per copy		per copy		per copy		per copy
2.E	Digital recording services for special events and/or recording sessions that are beyond the scope of work outlined	\$120.00	rate per one (01) hour		rate per one (01) hour		rate per one (01) hour		rate per one (01) hour		rate per one (01) hour
2.F	Meetings for digital broadcast, digital format, & other items which may arise during the duration of the contract period	\$60.00	hourly rate		hourly rate		hourly rate		hourly rate		hourly rate
REQUIRED INFORMATION											
Required Number of Copies (3):		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Bid Deposit/Bond:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Consent of Surety:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Right to Extend - Time for Award:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Statement of Ownership Disclosure:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Non-Collusion Affidavit:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Mandatory Equal Employment Opportunity Language:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
NJ Affirmative Action Regulation Compliance Notice:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Required Subcontractors Listing (None):		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Acknowledge of Receipt of Addenda (None Issued):		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Disclosure of Investment Activities in Iran Statement-Two Part Form:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
NJ Business Registration Certificate (BRC):		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
NJ Business Registration Certificate for Subcontractors (BRC):		Y/N	n/a	Y/N		Y/N		Y/N		Y/N	
NJ Public Works Contractors Registration Act Certificate:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
NJ Public Works Contractors Registration Act Certificate for Subcontractors:		Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
Statement of Authority:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
Required Reference List:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
W-9:		Y/N	Yes	Y/N		Y/N		Y/N		Y/N	



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

INFORMATION TECHNOLOGY DIVISION

C18-027

TO: Joe Clark, Purchasing Manager
FROM: Max Hurst, Director of Information Technology *MHA*
DATE: April 3, 2018
SUBJECT: 18-06 Digital Recording Production Services

Based on your direction I reviewed the 18-06 bid package submission from Just Right TV Productions, LLC, which is located in Mays Landing.

The last award of this contract was 15-08, which was awarded to Just Right TV. Martin Fiedler, Owner / Managing Member of Just Right TV, has been a dedicated business partner with the city since we established Recording Production Services in 1998.

Although there is a slight increase in the flat rate session of \$30, there is a potential decrease of \$70 resulting from an option to utilize city owned fix-mounted digital pan-tilt-zoom cameras in the Council Chambers (current project). Technology continues to drive the digital recording market. Our selected business partner needs to be flexible enough to adapt to new technology while maximizing our investment. Just Right TV meets or exceeds our criteria as defined in city bid 18-06.

I am pleased to recommend Just Right TV Productions, LLC for award of city contract 18-06.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#6

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
SCOTT COULTER/SPOT ON ENTERTAINMENT FOR THE APPEARANCE OF
WONDERFUL MUSIC OF OZ WITH THE OCEAN CITY POPS ON SUNDAY, AUGUST 12, 2018**

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

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

WHEREAS, Scott Coulter/Spot On Entertainment has the required expertise, artist relations, and has successfully performed these services across the United States; and

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

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026 be awarded an alternative-non-advertised contract for the appearance of Wonderful Music of OZ with the Ocean City Pops on Sunday, August 12, 2018; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City that it does hereby award an alternative method contract to **Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026** for the professional artist supplied appearance of Wonderful Music of OZ with the Ocean City Pops at the Ocean City Music Pier on Sunday, August 12, 2018. The estimated contract value is \$16,500.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026 for the professional artist supplied appearance of Wonderful Music of OZ with the Ocean City Pops at the Ocean City Music Pier on Sunday, August 12, 2018, as listed and in accordance with this resolution and submitted proposal forms.

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

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW Spot on Entertainment-Wonderful Music of OZ.doc

Offered by Seconded by

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

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

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



313 West 118th Street, Suite 4H, New York, NY 10026

THE WONDERFUL MUSIC OF OZ CONTRACT

ANY ATTACHED RIDER IS AN INTEGRAL PART OF THIS CONTRACT

AGREEMENT made the 12th day of March, 2018, between OCEAN CITY POPS (herein referred to as PRESENTER) and SCOTT COULTER/SPOT-ON ENTERTAINMENT (herein referred to as ARTIST).

IT IS MUTUALLY AGREED between the parties as follows:

The PRESENTER hereby engages the ARTIST, and the ARTIST hereby agrees, to perform in the production entitled, and to be billed as, **THE WONDERFUL MUSIC OF OZ**, and to abide by all of the Terms and Conditions set forth, including those in the attached rider.

1. PLACE OF ENGAGEMENT

Music Pier (Boardwalk at Moorlyn Terrace)
Ocean City, NJ 08226

2. DATE(S) & TIME(S) OF ENGAGEMENT(S)

Number of Shows: 1

Show Schedule: Time TBD - Evening -SUNDAY, August 12th, 2018.

Rehearsal Schedule: TBD - Afternoon- SUNDAY, August 12th, 2018

3. FEE AGREED UPON

\$12,500 (Twelve Thousand Five Hundred Dollars)

Fee Agreed Upon Shall Remain Strictly CONFIDENTIAL Between The Parties.

Deposit: 50% (6,250.00) deposit due JULY 1, 2018.

PRESENTER agrees to provide and pay for all items contained in any attached RIDER including production, sound, lights, catering and local ground. PRESENTER further agrees to provide and pay for, at PRESENTER'S sole cost and expense, the following:

* Transportation and Accommodations:

*Air transportation: N/A

*Hotel Accommodations: Five (5) non-smoking rooms for duration of stay in OCEAN CITY.

*Ground: N/A

* Meals: Dinner for five (5) artists consisting of hot entrees/salads as well as beverage selection including sodas, tea and bottled water before all rehearsals and performances. Or \$1,000.00 meal buyout.

* PRESENTER agrees to provide 10 artist comps per show

* Sound system including mixing board and operator to run it. Sound system should include speakers, four (4) monitors, four (3) hand-held mics for singers, one (1) vocal mic for pianist, mic for piano.

ARTIST agrees to the following:

* ARTIST agrees to provide 90-100 minute concert (two 45 minute sets) featuring THREE (3) vocalists with piano.

* ARTIST agrees to provide conductor

* ARTIST will be available for advance publicity

5. TIME, MANNER & FORM OF PAYMENT

* A **DEPOSIT** in the amount of \$6,250.00 is payable as follows:
\$6,250.00 is due on or before July 1, 2018. Check(s) shall be made payable to SPOT-ON ENTERTAINMENT (EIN: 81-4872146). Remit payment to:

Scott Coulter
Spot-On Entertainment
313 West 118th St, Suite 4H
New York, NY, 10026

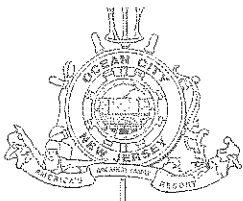
* Payment of the **BALANCE** of \$6,250.00, in the form of Check, Cashier's Check, Certified Funds or Money Order, should be made payable to SPOT-ON ENTERTAINMENT, and mailed to address listed above, for receipt **NO LATER THAN** July 15th, 2018. **Payment of BALANCE may be handed directly to ARTIST before concert if agreed to by PRESENTER and ARTIST.**

The attached rider is an integral part of this Agreement. Agreement may be modified only by mutual consent of all parties. Any modification shall be in writing and signed by both parties. The Agreement can not be assigned by either party.

Parties agree to the full performance of the conditions and provisions contained herein.

BY MANAGEMENT: _____
SPOT-ON ENTERTAINMENT

BY PRESENTER: _____
OCEAN CITY POPS



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date : March 16, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Spot on Productions

Spot on Productions is providing talent to three Pops shows during the 2018 Season. The shows themes are Bernstein, Music of Oz, and Jerry Herman. Last season Spot on Productions provided the soloist and content for one of the shows last summer, and it was very popular with the audience. I have reviewed all three contracts and would like to ask for council approval.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#7

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
SCOTT COULTER/SPOT ON ENTERTAINMENT FOR THE APPEARANCE OF
BERNSTEIN/ROBBINS: A CENTENNIAL CELEBRATION OR A BROADWAY CENTENNIAL
WITH THE OCEAN CITY POPS ON WEDNESDAY, AUGUST 1, 2018**

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

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

WHEREAS, Scott Coulter/Spot On Entertainment has the required expertise, artist relations, and has successfully performed these services across the United States; and

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

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026 be awarded an alternative-non-advertised contract for the appearance of Bernstein/Robbins: A Centennial Celebration or a Broadway Centennial with the Ocean City Pops on Wednesday, August 1, 2018; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City that it does hereby award an alternative method contract to **Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026** for the professional artist supplied appearance of Bernstein/Robbins: A Centennial Celebration or a Broadway Centennial with the Ocean City Pops on Wednesday, August 1, 2018. The estimated contract value is \$16,500.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026 for the professional artist supplied appearance of Bernstein/Robbins: A Centennial Celebration or a Broadway Centennial with the Ocean City Pops on Wednesday, August 1, 2018, as listed and in accordance with this resolution and submitted proposal forms.

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

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW Spot on Entertainment-Bernstein/Robbins.doc

Offered by Seconded by

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

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

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



313 West 118th Street, Suite 4H, New York, NY 10026

BERNSTEIN/ROBBINS: A CENTENNIAL CELEBRATION or A BROADWAY CENTENNIAL CONTRACT

ANY ATTACHED RIDER IS AN INTEGRAL PART OF THIS CONTRACT

AGREEMENT made the 12th day of March, 2018, between OCEAN CITY POPS (herein referred to as PRESENTER) and SCOTT COULTER/SPOT-ON ENTERTAINMENT (herein referred to as ARTIST).

IT IS MUTUALLY AGREED between the parties as follows:

The PRESENTER hereby engages the ARTIST, and the ARTIST hereby agrees, to perform in the production entitled, and to be billed as, **BERNSTEIN/ROBBINS: A CENTENNIAL CELEBRATION or BERNSTEIN/ROBBINS: BROADWAY CENTENNIAL**, and to abide by all of the Terms and Conditions set forth, including those in the attached rider.

1. PLACE OF ENGAGEMENT

Music Pier (Boardwalk at Moorlyn Terrace)
Ocean City, NJ 08226

2. DATE(S) & TIME(S) OF ENGAGEMENT(S)

Number of Shows: 1

Show Schedule: Time TBD - Evening -WEDNESDAY, August 1st, 2018.

Rehearsal Schedule: TBD - Afternoon- WEDNESDAY, August 1st, 2018

3. FEE AGREED UPON

\$12,500 (Twelve Thousand Five Hundred Dollars)

Fee Agreed Upon Shall Remain Strictly CONFIDENTIAL Between The Parties.

Deposit: 50% (6,250.00) deposit due JULY 1, 2018.

PRESENTER agrees to provide and pay for all items contained in any attached **RIDER** including

production, sound, lights, catering and local ground. PRESENTER further agrees to provide and pay for, at PRESENTER'S sole cost and expense, the following:

* Transportation and Accommodations:

*Air transportation: N/A

*Hotel Accommodations: Six (6) non-smoking rooms for duration of stay in OCEAN CITY.

* Ground: N/A

* Meals: Dinner for six (6) artists consisting of hot entrees/salads as well as beverage selection including sodas, tea and bottled water before all rehearsals and performances. Or \$1,000.00 meal buyout.

* PRESENTER agrees to provide 10 artist comps per show

* PRESENTER agrees to rent three (3) Bernstein charts. The balance of charts will be provided by the artist

* Sound system including mixing board and operator to run it. Sound system should include speakers, four (4) monitors, four (4) hand-held mics for singers, one (1) vocal mic for pianist, mic for piano.

ARTIST agrees to the following:

* ARTIST agrees to provide 90-100 minute concert (two 45 minute sets) featuring FOUR (4) vocalists with piano.

* ARTIST agrees to using orchestra's pianist if needed

* ARTIST agrees to provide conductor

* ARTIST will be available for advance publicity

5. TIME, MANNER & FORM OF PAYMENT

* A DEPOSIT in the amount of \$6,250.00 is payable as follows:
\$6,250.00 is due on or before July 1, 2018. Check(s) shall be made payable to SPOT-ON ENTERTAINMENT (EIN: 81-4872146). Remit payment to:

Scott Coulter
Spot-On Entertainment
313 West 118th St, Suite 4H
New York, NY, 10026

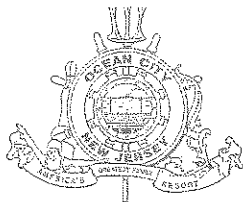
* Payment of the **BALANCE** of \$6,250.00, in the form of Check, Cashier's Check, Certified Funds or Money Order, should be made payable to SPOT-ON ENTERTAINMENT, and mailed to address listed above, for receipt NO LATER THAN July 15th, 2018. **Payment of BALANCE may be handed directly to ARTIST before concert if agreed to by PRESENTER and ARTIST.**

The attached rider is an integral part of this Agreement. Agreement may be modified only by mutual consent of all parties. Any modification shall be in writing and signed by both parties. The Agreement can not be assigned by either party.

Parties agree to the full performance of the conditions and provisions contained herein.

BY MANAGEMENT: _____
SPOT-ON ENTERTAINMENT

BY PRESENTER: _____
OCEAN CITY POPS



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date : March 16, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Spot on Productions

Spot on Productions is providing talent to three Pops shows during the 2018 Season. The shows themes are Bernstein, Music of Oz, and Jerry Herman. Last season Spot on Productions provided the soloist and content for one of the shows last summer, and it was very popular with the audience. I have reviewed all three contracts and would like to ask for council approval.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#8

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
SCOTT COULTER/SPOT ON ENTERTAINMENT FOR THE APPEARANCE OF JERRY HERMAN:
THE BROADWAY LEGACY CONCERT WITH THE OCEAN CITY POPS
ON WEDNESDAY, AUGUST 15, 2018**

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

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

WHEREAS, Scott Coulter/Spot On Entertainment has the required expertise, artist relations, and has successfully performed these services across the United States; and

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

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026 be awarded an alternative-non-advertised contract for the appearance of Jerry Herman: The Broadway Legacy Concert with the Ocean City Pops on Wednesday, August 15, 2018; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City that it does hereby award an alternative method contract to **Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026** for the professional artist supplied appearance of Jerry Herman: The Broadway Legacy Concert with the Ocean City Pops on Wednesday, August 15, 2018. The estimated contract value is \$2,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Scott Coulter/Spot On Entertainment, 313 West 118th Street, Suite 4H, New York, NY 10026 for the professional artist supplied appearance of Jerry Herman: The Broadway Legacy Concert with the Ocean City Pops on Wednesday, August 15, 2018, as listed and in accordance with this resolution and submitted proposal forms.

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

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW Spot on Entertainment-Jerry Herman: The Broadway Legacy Concert.doc

Offered by Seconded by

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

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

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



313 West 118th Street, Suite 4H, New York, NY 10026

JERRY HERMAN: THE BROADWAY LEGACY CONCERT CONTRACT

ANY ATTACHED RIDER IS AN INTEGRAL PART OF THIS CONTRACT

AGREEMENT made the 14th day of March, 2018, between OCEAN CITY POPS (herein referred to as PRESENTER) and SCOTT COULTER/SPOT-ON ENTERTAINMENT (herein referred to as ARTIST).

IT IS MUTUALLY AGREED between the parties as follows:

The PRESENTER hereby engages the ARTIST, and the ARTIST hereby agrees, to perform in the production entitled, and to be billed as, **JERRY HERMAN: THE BROADWAY LEGACY CONCERT**, and to abide by all of the Terms and Conditions set forth, including those in the attached rider.

1. PLACE OF ENGAGEMENT

Music Pier (Boardwalk at Moorlyn Terrace)
Ocean City, NJ 08226

2. DATE(S) & TIME(S) OF ENGAGEMENT(S)

Number of Shows: 1

Show Schedule: Time TBD – Evening – WEDNESDAY, August 15th, 2018

Rehearsal Schedule: TBD – Afternoon – WEDNESDAY, August 15th, 2018 ****

***Master Class with local High School / College Students, arranged by PRESENTER to be held in days prior to concert. Actual date TBD.

3. FEE AGREED UPON

Hotel and groups transportation for seven (7). See below.

Fee Agreed Upon Shall Remain Strictly CONFIDENTIAL Between The Parties.

PRESENTER agrees to provide and pay for all items contained in any attached RIDER including production, sound, lights, catering and local ground. PRESENTER further agrees to provide and pay for, at PRESENTER'S sole cost and expense, the following:

* Transportation and Accommodations:

*Air transportation: N/A

*Hotel Accommodations: Seven (7) non-smoking rooms for duration of stay in OCEAN CITY.

*** Some rooms may overlap with August 12th performance of THE WONDERFUL MUSIC OF OZ.

*Ground: Local Ground

* Meals: Dinner for seven (7) artists consisting of hot entrees/salads as well as beverage selection including sodas, tea and bottled water before all rehearsals and performances. Or \$1,000.00 meal buyout.

* PRESENTER agrees to provide 10 artist comps per show

* Sound system including mixing board and operator to run it. Sound system should include speakers, four (4) monitors, five (5) hand-held mics for singers, one (1) vocal mic for pianist, mic for piano.

ARTIST agrees to the following:

* ARTIST agrees to provide 90-100 minute concert (two 45 minute sets) featuring FIVE (5) vocalists with piano.

* ARTIST agrees to provide company manager

* ARTIST will be available for advance publicity

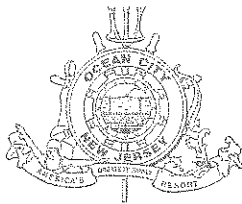
5. TIME, MANNER & FORM OF PAYMENT: N/A

The attached rider is an integral part of this Agreement. Agreement may be modified only by mutual consent of all parties. Any modification shall be in writing and signed by both parties. The Agreement can not be assigned by either party.

Parties agree to the full performance of the conditions and provisions contained herein.

BY MANAGEMENT: _____
SPOT-ON ENTERTAINMENT

BY PRESENTER: _____
OCEAN CITY POPS



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date : March 16, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Spot on Productions

Spot on Productions is providing talent to three Pops shows during the 2018 Season. The shows themes are Bernstein, Music of Oz, and Jerry Herman. Last season Spot on Productions provided the soloist and content for one of the shows last summer, and it was very popular with the audience. I have reviewed all three contracts and would like to ask for council approval.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#9

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY &
SHADE GLOBAL, INC. FOR THE APPEARANCE OF VAL CHMERKOVSKIY AS THE GRANDE
MARSHALL FOR THE NIGHT IN VENICE PARADE & A MEET N GREET
ON SATURDAY, JULY 28, 2018**

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

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

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

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

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Shade Global, Inc., 171 West 57th Street, 8A, New York, NY 10019, be awarded an alternative-non-advertised contract for the appearance of Val Chmerkovskiy as the Grand Marshall for the Night In Venice Parade & a Meet N Greet on Saturday, July 28, 2018; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **Shade Global, Inc., 171 West 57th Street, 8A, New York, NY 10019** for the professional artist supplied appearance of Val Chmerkovskiy as the Grand Marshall for the Night In Venice Parade & a Meet N Greet on Saturday, July 28, 2018. The estimated contract value is \$27,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with to Shade Global, Inc., 171 West 57th Street, 8A, New York, NY 10019 for the professional artist supplied appearance of Val Chmerkovskiy as the Grand Marshall for the Night In Venice Parade & a Meet N Greet on Saturday, July 28, 2018 as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #'s: T-12-56-173-034 (\$15,000.00) & 8-01-20-090-267 (\$12,000.00).

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW Shade Global-Val Chmerkovskiy - NIV.doc

Offered by Seconded by

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

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

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



March 7th, 2018

Michael Allegretto
City of Ocean City
861 Asbury Ave.
Ocean City, NJ 08226

RE: Val Chmerkovskiy

Dear Michael:

This letter shall confirm that our client, **Val Chmerkovskiy**, herein referred to as Athlete, has accepted your firm offer made on behalf of your organization, **City of Ocean City**, herein referred to as Company, according to the following terms and conditions:

SERVICES:

Athlete to be Grand Marshal of boat parade for Company on the evening of July 28th, host Master Dance classes, and participate in a meet & greet with Laurie Hernandez.

COMPENSATION:

A guarantee of \$22,000 for the appearance fee in addition to round-trip business class airfare, ground transportation to and from airport, and hotel room accommodations for one.

- First 50% of payment due 6/1/2018
- Second 50% of payment due 7/30/2018

Said payment shall be sent directly to Shade Global. (Fed ID #02- 0558242)

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

GENERAL:

The following general items are agreed to:

Master Dance Classes:

- Two separate Master Dance classes, 90 minutes per class. Exact times TBD.

Meet & Greet:

- 1 hour meet & greet with Laurie Hernandez. Exact time TBD.

Grand Marshal:

- Parade starts at 7:00 pm and lasts approximately 2 and a half hours.

APPROVALS:

Athlete shall have approval prior to use of photos, public relations material and all uses of her name and likeness, such approval not to be unreasonable withheld.

CANCELLATION:

Athlete's appearance is, and shall be, the essence of this agreement. The cancellation of Athlete appearance will be subject only to the following: (1) the death or illness of Athlete, or of an immediate member of Athlete's family; (2) documentable emergency, injury, or other incapacity of Athletes; (3) inclement weather which unreasonably interferes with Athletes ability to safely reach the location or destination of the appearance; or (4) an act of God. In the event of cancellation of this Agreement by Athlete for any reason including the above reasons, Athlete agrees that she shall not be entitled to any fees under this agreement. Company agrees to compensate Athlete 50% of the aforementioned compensation should Company cancel the event for any reason other than force majeure. Said compensation shall be made upon notification of cancellation.

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

PAYMENT:

All payments will be made to and in the name of Shade Global as agent for Athlete and remitted to Shade Global, 171 West 57th Street, 8A, New York, NY 10019 Attn.: Sheryl Shade

RELATIONSHIP OF THE PARTIES:

Athlete is independent contractor and is not an agent or employee of the Company and has no authority whatsoever to bind the Company by contract or otherwise. Athlete acknowledges and agrees that it shall be her responsibility to report as income all compensation received by Athlete pursuant to this Agreement, and the Company will have no obligation to withhold and/or pay any federal, state or local income, employment or other taxes with regard to Athlete.

ASSIGNMENT:

Athlete may not assign or delegate her rights or obligations under this Agreement, either in whole or in part, to any other person, firm or corporation without the prior written consent of the Company.

All terms and conditions not expressly covered herein shall be subject to good faith negotiations between the parties. If any of the terms contained herein are not in accordance with your understanding of the deal, please notify me immediately.

Otherwise, I will assume that this agreement accurately reflects the deal as negotiated and I will expect to receive one (1) copy of this agreement, signed by you in the space below at your earliest convenience. I will arrange for counter-signature by Athlete and will return to you a fully-executed agreement as soon as practicable.

Sincerely,

SHERYL SHADE

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

Agreed and Accepted:

Val Chmerkovskiy

Date

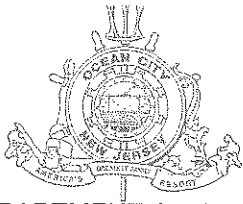
Agreed and Accepted:

Michael Allegretto, on behalf
of the City of Ocean City

Date

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

212/307-5128



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date : March 16, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Shade Global

Shade Global represents Val Chmerkovskiy and Laurie Hernandez. They will be appearing in the Night In Venice Parade. They will also both participate in a meet and greet the day of the parade. Mr. Chmerkovskiy will also conduct two master dance classes. Their participation will help to make the entire Night In Venice weekend a large marketing event for the city attracting visitors to town.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#10

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY &
SHADE GLOBAL, INC. FOR THE APPEARANCE OF LAURIE HERNANDEZ AS THE GRANDE
MARSHALL FOR THE NIGHT IN VENICE PARADE & A MEET N GREET
ON SATURDAY, JULY 28, 2018**

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

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

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

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

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that Shade Global, Inc., 171 West 57th Street, 8A, New York, NY 10019, be awarded an alternative-non-advertised contract for the appearance of Laurie Hernandez as the Grand Marshall for the Night In Venice Parade & a Meet N Greet on Saturday, July 28, 2018; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **Shade Global, Inc., 171 West 57th Street, 8A, New York, NY 10019** for the professional artist supplied appearance of Laurie Hernandez as the Grand Marshall for the Night In Venice Parade & a Meet-N-Greet on Saturday, July 28, 2018. The estimated contract value is \$15,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff.

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with to Shade Global, Inc., 171 West 57th Street, 8A, New York, NY 10019 for the professional artist supplied appearance of Laurie Hernandez as the Grand Marshall for the Night In Venice Parade & a Meet-N-Greet on Saturday, July 28, 2018 as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #'s: T-12-56-173-034 (\$7,500.00) & 08-01-20-090-267 (\$7,500.00).

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW Shade Global-Laurie Hernandez NIV.doc

Offered by Seconded by

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

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

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



March 7th, 2018

Michael Allegretto
City of Ocean City
861 Asbury Ave.
Ocean City, NJ 08226

RE: Laurie Hernandez

Dear Michael:

This letter shall confirm that our client, **Laurie Hernandez**, herein referred to as Athlete, has accepted your firm offer made on behalf of your organization, **City of Ocean City**, herein referred to as Company, according to the following terms and conditions:

SERVICES:

Athlete to be Grand Marshal of boat parade for Company on the evening of July 28th and participate in a meet & greet with Val Chmerkovskiy.

COMPENSATION:

A guarantee of \$12,500 for the appearance fee in addition to ground transportation to and from Ocean City, and hotel room accommodations for two.

- First 50% of payment due 6/1/2018
- Second 50% of payment due 7/30/2018

Said payment shall be sent directly to Shade Global. (Fed ID #02- 0558242)

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

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212/307-5128

GENERAL:

The following general items are agreed to:

Meet & Greet:

- 1 hour meet & greet with Val Chmerkovskiy in the afternoon. Exact time TBD.

Grand Marshal:

- Parade starts at 7:00 pm and lasts approximately 2 and a half hours.

APPROVALS:

Athlete shall have approval prior to use of photos, public relations material and all uses of her name and likeness, such approval not to be unreasonable withheld.

CANCELLATION:

Athlete's appearance is, and shall be, the essence of this agreement. The cancellation of Athlete appearance will be subject only to the following: (1) the death or illness of Athlete, or of an immediate member of Athlete's family; (2) documentable emergency, injury, or other incapacity of Athletes; (3) inclement weather which unreasonably interferes with Athletes ability to safely reach the location or destination of the appearance; or (4) an act of God. In the event of cancellation of this Agreement by Athlete for any reason including the above reasons, Athlete agrees that she shall not be entitled to any fees under this agreement. Company agrees to compensate Athlete 50% of the aforementioned compensation should Company cancel the event for any reason other than force majeure. Said compensation shall be made upon notification of cancellation.

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

212/307-5128

PAYMENT:

All payments will be made to and in the name of Shade Global as agent for Athlete and remitted to Shade Global, 171 West 57th Street, 8A, New York, NY 10019 Attn.: Sheryl Shade

RELATIONSHIP OF THE PARTIES:

Athlete is independent contractor and is not an agent or employee of the Company and has no authority whatsoever to bind the Company by contract or otherwise. Athlete acknowledges and agrees that it shall be her responsibility to report as income all compensation received by Athlete pursuant to this Agreement, and the Company will have no obligation to withhold and/or pay any federal, state or local income, employment or other taxes with regard to Athlete.

ASSIGNMENT:

Athlete may not assign or delegate her rights or obligations under this Agreement, either in whole or in part, to any other person, firm or corporation without the prior written consent of the Company.

All terms and conditions not expressly covered herein shall be subject to good faith negotiations between the parties. If any of the terms contained herein are not in accordance with your understanding of the deal, please notify me immediately.

Otherwise, I will assume that this agreement accurately reflects the deal as negotiated and I will expect to receive one (1) copy of this agreement, signed by you in the space below at your earliest convenience. I will arrange for counter-signature by Athlete and will return to you a fully-executed agreement as soon as practicable.

Sincerely,

SHERYL SHADE

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

Agreed and Accepted:

Shade Global on
behalf of Laurie Hernandez

Date

Agreed and Accepted:

Michael Allegretto, on behalf of
City of Ocean City

Date

SHADE GLOBAL Inc.
171 West 57th Street, 8A
New York, NY 10019

212/307-5128



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date : March 16, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Shade Global

Shade Global represents Val Chmerkovskiy and Laurie Hernandez. They will be appearing in the Night In Venice Parade. They will also both participate in a meet and greet the day of the parade. Mr. Chmerkovskiy will also conduct two master dance classes. Their participation will help to make the entire Night In Venice weekend a large marketing event for the city attracting visitors to town.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#11

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
NEW LEAF MARKETING, INC. FOR THE APPEARANCE OF JON DORENBOS ON
FRIDAY, JULY 27, 2018 AT THE OCEAN CITY MUSIC PIER &
AT THE NIGHT IN VENICE BOAT PARADE**

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

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

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

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

WHEREAS, Michael J. Allegretto, Director of Community Services; Michael Hartman, Director of Special Events; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that New Leaf Marketing, Inc., 346 Emerald Bay Circle, Suite AA7, Naples FL 34110 be awarded an alternative-non-advertised contract for the appearance of Jon Dorenbos on Friday, July 27, 2018 at the Ocean City Music Pier & the Night In Venice Boat Parade; 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, New Leaf Marketing, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies APA, Inc., has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit New Leaf Marketing, Inc., from making any contributions through the term of the contract; and

NOW THEREFORE, BE IT RESOLVED by the City of Ocean City that it does hereby award an alternative method contract to **New Leaf Marketing, Inc., 346 Emerald Bay Circle, Suite AA7, Naples FL 34110** for the professional artist supplied appearance of Jon Dorenbos at the Ocean City Music Pier on Friday, July 27, 2018 & at the Night In Venice Boat Parade. The estimated contract value is \$44,000.00 plus all meals, lodging, air/ground transportation for artist, guest and all staff

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED by the City of Ocean City that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract agreement with New Leaf Marketing, Inc., 346 Emerald Bay Circle, Suite AA7, Naples FL 34110 for the professional artist supplied appearance of Jon Dorenbos at the Ocean City Music Pier on Friday, July 27, 2018 & Saturday, July 28, 2018 at the Night In Venice Boat Parade as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to the following Account #T-12-56-173-034.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW New Leaf Marketing-Jon Dorenbos.doc

Offered by Seconded by

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

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

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



DEPARTMENT OF COMMUNITY
SERVICES

CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

MEMO

Date: March 16, 2018
To: Joseph S. Clark, Purchasing Agent, QPA
From: Michael Allegretto, Director of Community Services
Re: New Leaf Marketing

New Leaf Marketing represents Jon Dorenbos. Mr. Dorenbos will be performing a magic show at the music pier on July 27 and appearing in the Night in Venice boat parade on July 28. His show and appearance in the parade will help promote tourism to town. I have reviewed the contract and would request council approval.

Jon Dorenbos Appearance Contract
c/o New Leaf Marketing
346 Emerald Bay Circle Suite AA7, Naples FL 34110
(609) 412 -0746

Date: February 21, 2018

This document constitutes a performance agreement between **City of Ocean City NJ (Client)** and **NEW LEAF MARKETING (NLM)** formally representing Jon Dorenbos who agrees to make a personal appearance to:

EVENT TITLE:	Special Press Event / Magic Show
AUDIENCE:	900 people
ATTIRE:	Business Casual
DAY/ DATE:	Friday July 27, 2018
TIME:	Ticketed Signing Event 4:30 – 6pm Magic Show 8-9pm

Saturday, July 28, 2018
Night in Venice Boat Parade Sat 28th
Jon plus 6 guests on good sized boat
6:15pm Arrive to Ocean City Yacht Club
7:00pm Parade starts

LOCATION:	Ocean City Music Pier 825 Boardwalk Ocean City NJ 08226
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ACCOMMODATIONS:	None - \$100 per diem Up to twenty (20) complimentary tickets in the First five (5) rows of the venue Oceanfront room at PortOCall for three nights 7/26-29
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ARRIVAL:	July 26 th 2018
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FEE:	\$40,000/ \$20,000 due immediately
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BALANCE DUE:	\$20,000 at least 30 days prior to event
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PAYABLE TO:	New Leaf Marketing
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Jon Dorenbos agrees to allow video to be recorded of his performance and it may only be used for internal purposes and may not be redistributed in any way. If recorded, Mr. Dorenbos requests a DVD copy of the professional recording of his speech to be sent to him in a timely manner after event.

OCEAN CITY agrees that they will not commit Performer to any personal appearances or other promotions without the prior approval of Jon Dorenbos.

Company Name (City of Ocean City N.J.) referred to as "the Client" from here on.

A/V REQUEST FOR SPEAKER: Lapel Microphone / large video screens on either side of stage, hand –held camera (with camera man) with a live feed.

The parties agree to hold in confidence and not possess, use or disclose any Proprietary Information as it relates to Speaker's honorarium fee and/or specific deal points of this agreement.

CONSEQUENCES FOR FAILURE TO CONFORM TO REQUIREMENTS OF AGREEMENT:

In the event CLIENT fails or refuses to provide any of the items as herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the engagement, unless such failure is due to a Force Majeure occurrence, Speaker shall have no obligation to perform this agreement and shall retain any amounts theretofore paid to Speaker or in his/her behalf by CLIENT, and CLIENT shall remain liable to Speaker for the contract price herein set forth.

INDEMNIFICATION: CLIENT shall defend, indemnify, and hold Jon Dorenbos (performer) and any of his principals, employees or representatives harmless against and from any and all actions, suits, liabilities, settlements, losses, damages, charges, costs, counsel fees, and all other expenses relating to or arising in connection with any and all claims (whether or not groundless) relating or arising out of the July 27th 2018 event in Ocean City NJ whether or not caused by the negligence, dishonesty, willful misconduct, negligent omission of CLIENT or any of its employees or agents, or as a result of any performance cancellation by speaker, or any act of commission or omission by speaker, or any breach or alleged breach of any of client's representations, warranties, and agreements and from any and all claims of third parties.

In the event of cancellation of this agreement by the performer due to illness, detainment, or any professional emergency, the speaker will not have any liability for expenses or losses incurred by the Client. This includes the slim chance that there is a schedule conflict with Jon's NFL obligations.

The speaker agrees to return all monies received.

New Leaf Marketing agrees to refund to the Client any advances or deposits received from the Client in the event the speaker cancels the contract. The foregoing rights of cancellation shall be in addition to any other provision respecting cancellation contained in this agreement.

Client agrees to provide an acceptable and licensed facility for the event, in good condition, together with all necessary stage accessories, properties and AV equipment as may be required by the Speaker.

Client hereby represents and warrants that it carries, and that the venue carries, all necessary and appropriate general liability insurance against risks including the risk of acts, occurrences, negligence, or omissions relating to the venue's operation in an amount suitable to meet industry standards for such operations.

Notwithstanding any other provision contained in these Terms and Conditions, in the event that the performance of any obligation of New Leaf Marketing and/ or the speaker is prevented due to acts of God, war, government restriction, terrorism, disaster, blockades, civil disturbances, revolutions, strikes, lockouts, or any other cause beyond the reasonable control of NLM and/or the speaker, then NLM and speaker shall not be responsible to you for any failure or delay in the performance of its obligations. NLM shall promptly notify you of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, NLM and speaker from their duty to perform until as soon as practicable after a force majeure condition ceases to exist.

The representative of the Client in signing this agreement warrants that she or he signs as duly authorized representative of the Client.

Contact representing Client : Mike Hartman

Phone Number of Client : (609) 525 9284

Email Address of Client: mhartman@ocnj.us

Phone Number of New Leaf Marketing: (609) 412 0746

Agreed and Accepted
New Leaf Marketing

Date

Agreed and Accepted

Date

Client

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#12

**AUTHORIZING CHANGE ORDER #3 TO CITY CONTRACT #17-13,
2017 ROAD IMPROVEMENT PROGRAM – PHASE 2**

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-244 on Thursday, August 22, 2017 for City Contract #17-13, 2017 Road Improvement Program – Phase 2; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 22, 2017, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us and the Invitation for Bid Proposals was distributed to twenty-four (24) prospective bidder(s) for City Contract #17-13, 2017 Road Improvement Program - Phase 2; and

WHEREAS, bid proposals were opened for City Contract #17-13, 2017 Road Improvements Program - Phase 2 on Thursday, November 2, 2017 and eight (8) bid proposals were received; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #17-13, 2017 Road Improvement Program - Phase 2 be awarded to **GWP Enterprises, Inc., P.O. Box #498, Franklinville, NJ 08322**, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-13, 2017 Road Improvement Program – Phase 2 on November 16, 2017 by Resolution #17-53-328 to GWP Enterprises, Inc. in the amount of \$2,145,888.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 on January 11, 2018 by Resolution #18-54-046 in the amount of \$604.12 for a total adjusted contract amount of \$2,146,492.12; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 on February 8, 2018 by Resolution #18-54-077 in the amount of \$16,265.13 for a total adjusted contract amount of \$2,162,757.25; and

WHEREAS, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; Rachel N. Ballezzi, Clerk; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #3 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 is correct as follows:

Change Order #3

<u>Item</u>	<u>Description</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
<u>Increases</u>					
<u>Extra</u>					
S5.	Removal of Asbestos Pipe	1	L.S.	\$ 6,072.66	\$ 6,072.66
S6.	Dig for SJ Gas-8 Hrs. @ 260.00/PH	1	L.S	\$ 2,080.00	\$ 2,080.00
S7	Gutter Paving on Wesley Ave. 630'x11'x2'	1,540	S.Y	\$ 9.45	\$ 14,553.00
Total Amount of Increases for Change Order #3					\$ 22,705.66
Total Amount of Change Order #3 to City Contract #17-13, 2017 Road Improvement Program – Phase 2, including increases and decreases.....					\$ 22,705.66
Total Amount of City Contract #17-13, 2017 Road Improvement Program – Phase 2, including Change Order #3.....					\$ 2,185,462.91

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #3 is \$2,185,462.91 an increase of \$39,574.91 to the original contract and a 1.844 (%) percent increase in the total for City Contract #17-13, 2017 Road Improvement Program – Phase 2; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #3 to City Contract #17-13, 2017 Improvement Program – Phase 2 in the amount of \$22,705.66 (PO #17-03264); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #3 in the amount of \$22,705.66 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 (PO #17-03264) issued to GWP Enterprises, Inc., P.O. Box #498, Franklinville, NJ 08322 to be charged to the Capital Account # C-04-55-303-010.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RES CO#3 17-13 2017 Road Imprv Program - Phase 2.doc

Offered by Seconded by

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

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

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



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT
2017 ROAD IMPROVEMENTS - PHASE II

CHANGE ORDER NO. 3
FILE NO. 3-2017-013

PURCHASE ORDER #
17-03264

CONTRACTOR:
GWP ENTERPRISES, INC.
PO BOX 498
FRANKLINVILLE, NJ 08322

REASON FOR CHANGE:
WORK NEEDED TO COMPLETE PROJECT

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:
____ UNCHANGED, ____ INCREASED, ____ DECREASED, BY ____ CALENDAR DAYS.

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

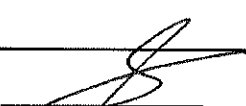

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL		0		0	\$0.00	
		0		0	\$0.00	
		0		0	\$0.00	
					SUBTOTAL:	\$0.00
EXTRA	S-5	REMOVAL OF ABESTOS PIPE	1	LUMP SUM	\$6,072.66	\$6,072.66
	S-6	DIG FOR SJ GAS - 8 HRS @ 260/HR	1	LUMP SUM	\$2,080.00	\$2,080.00
	S-7	GUTTER PAVING ON WESLEY @ 630'x11x2	1540	SY	\$9.45	\$14,553.00
		0		0	\$0.00	
		0		0	\$0.00	
					SUBTOTAL:	\$22,705.66
REDUCTION		0		0	\$0.00	
		0		0	\$0.00	
		0		0	\$0.00	
		0		0	\$0.00	
		0		0	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$604.12	TYPE REASON HERE		
2	\$16,265.13	MATERIALS NEEDED TO COMPLETE PROJECT	+ SUPPLEMENTAL	\$0.00

3	\$22,705.66	WORK NEEDED TO COMPLETE PROJECT	+ EXTRA	\$22,705.66
4			- REDUCTIONS	\$0.00
5			NET CONTRACT CHANGE	
6			THIS CHANGE ORDER	\$22,705.66
7				
8				
9				
10				

ORIGINAL CONTRACT AMOUNT	\$2,145,888.00
AMENDED CONTRACT AMOUNT	\$2,185,462.91
TOTAL CONTRACT CHANGE (AMOUNT)	\$39,574.91
TOTAL CONTRACT CHANGE (PERCENT)	1.84%

ACCEPTED BY:		3.20.18
	GWP ENTERPRISES, INC.	DATE
APPROVED BY:		
	PROJECT MANAGER	DATE
	ENGINEER	DATE
	PURCHASING AGENT	DATE
	CHIEF FINANCIAL OFFICER	DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#13

**AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 801 ST. CHARLES PLACE
BLOCK 102, LOT 54, PROJECT #14-020ZC**

WHEREAS, Vincent Viney, has posted a performance guarantee for construction of an approved site plan at 801 St. Charles Place, Block 102 Lot 54 also known as application number 14-020ZC; and

WHEREAS, This application was submitted for approval by the Zoning Board on August 27, 2014; and

WHEREAS, Resolution #16-52-081 adopted March 10, 2016, authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$658.59; and

WHEREAS, the Zoning Board Office has inspected the development, and in a report dated March 25, 2018 recommends the release of the maintenance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the maintenance guarantee in the amount of \$658.59 plus two thirds interest; and

Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Vincent Viney Performance Guarantee Release 14-020ZC

Offered by Seconded by

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#14

**AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 66 E. STATION ROAD
BLOCK 70.07, LOT 14, PROJECT #14-023ZC**

WHEREAS, Joan Moynihan Schramm, has posted a performance guarantee for construction of an approved site plan at 66 E. Station Road, Block 70.07 Lot 14 also known as application number 14-023ZC; and

WHEREAS, This application was submitted for approval by the Zoning Board on June 18, 2014; and

WHEREAS, Resolution #16-52-080 adopted March 10, 2016, authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$327.63; and

WHEREAS, the Zoning Board Office has inspected the development, and in a report dated March 25, 2018 recommends the release of the maintenance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the maintenance guarantee in the amount of \$327.63 plus two thirds interest; and

Frank Donato III,
Chief Financial Officer

Peter V. Madden,
Council President

Files//Joan Moynihan Schramm Maintenance Guarantee Release 14-023ZC

Offered by Seconded by

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

#15

**AMENDING CITY POLICY 2.39
"BACKGROUND CHECK POLICY FOR EMPLOYEES"**

WHEREAS, it is the policy of the City of Ocean City to treat employees in a manner consistent with all applicable employment laws and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; and

WHEREAS, N.J.S.A. 40A:4-5 was amended effective August 7, 2017 to require the governing body to certify that the City's hiring practices comply with the "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000 *et seq.* (April 25, 2012); and,

WHEREAS, the said Enforcement Guidance triggered a review and revision of the Ocean City Background Check Policy for Employees (§ 2.39) resulting in a revised Policy, a copy of which is attached hereto; and,

Whereas, City Council of Ocean City has determined that compliance with the said Enforcement Guidance is not only required by law, but also consistent with best practices for employers and, therefore, appropriate to ensure against disparate treatment of employees and/or applicants for employment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ocean City that §2.39 Background Check Policy for Employees is hereby revised, and the Policy attached hereto is hereby adopted (attached forms have been omitted, but are still applicable).

BE IT FURTHER RESOLVED THAT in the event there is a conflict between the attached Policy and any collective bargaining agreement, personnel services contract, or federal or state law, the terms and conditions of that contract or law shall prevail; in all other cases, the attached Policy shall prevail; and

BE IT FURTHER RESOLVED that the attached Policy is intended to be a personnel policy and procedure covering public service by City employment and is not a contract. This Policy may be amended and supplemented from time to time without notice and at the sole discretion of the City Council of Ocean City.

Peter V. Madden, Council President

Offered by Seconded by

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

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

City Clerk

2.39 BACKGROUND CHECK POLICY FOR EMPLOYEES

Purpose: To define the Policy and Procedures for administering Background Checks to all City employees.

Policy: Background Checks are required of all City employees (18 years and older) in accordance with Section 10-3 of the Revised General Ordinances of the City of Ocean City.

Procedure: Background Checks will be administered prior to hire and every three years thereafter for all employees 18 years and older. The City requires a post-offer, pre-employment background check of all applicants for employment.

The City will accept documentation that an employee or a job applicant has had a federal and state background check within the last three (3) years, provided that the background check was done for another Youth Serving Organization. That person will then be placed on a schedule to be rechecked on the City's three-year cycle.

The Division of Human Resources manages the Background Check policy and procedures, and all records are maintained in the HR Office.

Applicants for Employment

As part of the in-processing for a new hire, a "Background Check Permission Form" is required to be signed by the applicant, and the applicant is required to either:

1. schedule an individual fingerprint appointment with MorphoTrak (or such other provider as the City may designate) within 72 hours; or, if no appointment is available within 72 hours, on the next available day when an appointment is available. The City can assist the applicant in scheduling the appointment.
2. If the City is scheduling on-site fingerprint sessions in the immediate future, the new hire will be scheduled into one of those sessions.

It takes a minimum of two (2) weeks for results to be received by the City. New Hires cannot begin work until those results are received, unless permission is granted by the Department Head. In these cases, the HR Director must be notified.

Conditions Under Which an Applicant or an Employee Will Be Disqualified from Employment with the City

An employee may be disqualified from employment if that person's criminal record check reveals a record of conviction of any of the crimes and offenses that are listed in Attachment A. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction.

How an Applicant/Employee Is Made Aware of a Disqualifying Conviction

The New Jersey State Police notifies KidSafe Record Checks that there is "a conviction for one of the offenses enumerated in Public Law 1999, Chapter 432." KidSafe notifies the HR Director, who then notifies the Department Head that there is an issue, and that the applicant/employee must call or see the HR Director in person. The HR Director gives the applicant/employee a copy of the notification which has attached the "Request for Criminal History Record Information Release Form," and the Appeal Process is explained in detail.

Appeal Process

The Appeals Committee is comprised of a Police Captain, the Business Administrator and the HR Director. If the employee is a member of a union, ~~we would add~~ the Union President or designee and the Department Head to whom the employee reports or would report, if hired, shall be added to the Appeals Committee.

Once an applicant/employee has been notified of a disqualifying conviction, the employee has 14 calendar days to file a Notice of Appeal with the

City. Such Notice of Appeal must be sent in writing to the HR Director. In addition, the applicant/employee must complete and sign the "Request for Criminal History Record Information Release Form" and mail it to the NJ State Police. During the 14-day period listed above, and until the issuance of the decision of the Appeals Committee, the employee will be on a suspension with pay, pending the outcome of the Notice of Appeal. An applicant will not be hired. If already hired, the new hire will be placed on a suspension without pay, pending the outcome of the Notice of Appeal.

NOTE: Information received because of a "Request for Criminal History Record Information" will be destroyed immediately after it has served its authorized purpose, as required by the NJ State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L.1963, C.73(C:47:1A-1, et seq.), as amended and supplemented by P.L.2001,c.404(C:47:1A-5, et seq.).

When the detailed Criminal History is received from the NJ State Police, the HR Director will inform the applicant or the employee, either verbally or in writing, of any information that has been received which would disqualify the employee from working for the City. (If the notification is done verbally, there will be written documentation of the verbal notification.) The information will then be referred to the Appeals Committee.

In making a determination on the appeal, the following information will be considered:

1. The ~~nature and responsibility of the position~~ essential job requirements and actual circumstances under which the job is or would be performed ~~which the convicted individual would hold, has held, or currently holds,~~ as the case may be. A current employee's work record with the City will be taken into account.
2. The nature and seriousness of the crime or offense.

3. The circumstances under which the crime or offense occurred.
4. The date of the crime or offense.
5. The age of the individual when the crime or offense was committed.
6. Whether the crime or offense was an isolated or a repeated incident.
7. Any social conditions which may have contributed to the commission of the crime or offense.
8. Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received.
9. Acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of those who have had the individual under their supervision.

The Appeals Committee will send their recommendation to the Mayor, who will make the final decision. The City will issue a written determination on the applicant's or employee's appeal of their disqualifying conviction, setting forth the reasons for the determination.

A current employee has the right to appeal the City's decision pursuant to the binding arbitration procedures contained in the respective collective bargaining agreement.

If an employee is removed from a position because of a disqualifying conviction, the employee will be terminated from the City.

Revised March 31, 2011-March 13, 2018

2C:24 – ALL OFFENSES AGAINST THE FAMILY, CHILDREN
AND INCOMPETENTS – All Offenses

2.39 Background Check Policy for Employees (continued)

2C:35 – CONTROLLED DANGEROUS SUBSTANCES – All
Offenses except paragraph (4) of subsection a. of NJS.2C:35-10

Attachment A

CHAPTER 11. CRIMINAL HOMICIDE

- 2C:11-2 Criminal Homicide
- 2C:11-2.1 Time Lapse Between Assault & Death
- 2C:11-3 Murder
- 2C:11-3a Adoption of Ct. Rules concerning photos of
Homicide Victim
- 2C:11-4 Manslaughter
- 2C:11-5 Death by Auto or Vessel
- 2C:11-5.1 Knowingly Leaving Scene of Motor Vehicle
Accident Resulting in Death, Third Degree Crime;
Sentencing
- 2C:11-6 Aiding Suicide

CHAPTER 12. ASSAULT, RECKLESS ENDANGERING; THREATS

- 2C:12-1 Assault: simple and aggravated
- 2C:12-1.1 Knowingly leaving Scene of Motor Vehicle
Accident Resulting in Serious Bodily Injury, Fourth
Degree Crime; Sentencing
- 2C:12-1.2 Endangering an injured victim
- 2C:12-2 Recklessly Endangering Another Person
- 2C:12-3 Terroristic Threats
- 2C:12-4-9 Repealed
- 2C:12-10 Stalking
- 2C:12-10.1 Permanent Restraining Order for Stalking
Conviction; Dissolution
- 2C:12-10.2 Temporary Restraining Order for Alleged Stalking;
conditions
- 2C:12-11 Disarming Law Enforcement Officer
- 2C:12-12 Definitions Relative to Certain Acts of Inmates,
Parolees
- 2C:12-13 Throwing Bodily Fluid at Department of
Corrections Employees Deemed Aggravated
Assault, Grading

CHAPTER 13. KIDNAPPING & RELATED OFFENSES; COERCION

- 2C:13-1 Kidnapping –
 - a. holding for ransom
 - b. other purposes
 - c. grading of kidnapping
 - d. unlawful removal of confinement
- 2C:13-2 Criminal Restraint
- 2C:13-3 False Imprisonment
- 2C:13-4 Interference With Custody-of-Children &
Committed Persons
- 2C:13-5 Criminal Coercion
- 2C:13-6 Luring, Enticing Child, Attempts; Crime of Third
Degree

CHAPTER 14. SEXUAL OFFENSES

CHAPTER 15. ROBBERY

- 2C:14-2 Sexual Assault
- 2C:15-1 Robbery
- 2C:14-3 Criminal Sexual Contact
- 2C:15-2 Carjacking
- 2C:14-4 Lewdness

2:20 – THEFT – All Offenses

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#16

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 17, 2018 to April 6, 2018.

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

Frank Donato III
Chief Financial Officer

Peter V. Madden,
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 03.17.18 TO 04.06.18.doc

Offered by Seconded by

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

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

April 9, 2018
11:57 AM

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

Page No: 1

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

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
16-03630	12/05/16	ACTIO ACTION SUPPLY, INC.	I-5 FOR BEACH PATHS	Open	665.39	0.00	B
17-00508	02/23/17	ACTIO ACTION SUPPLY, INC.		Open	1,086.47	0.00	B
17-01020	05/05/17	SCHIAVON FRED M. SCHIAVONE CONST., INC.	RES 17-53-130, CC 17-29	Open	6,497.40	0.00	C
		Contract No: 00001729					
17-01425	06/09/17	CONCOENG CONCORD ENGINEERING GROUP, INC	RES 17-53-145 PROFESSIONAL ENG	Open	5,750.00	0.00	
17-01482	06/15/17	EAGLEPOI EAGLE POINT GUN		Open	11,377.80	0.00	
17-01609	06/21/17	SEASHORE SEASHORE ASPHALT CORP.		Open	781.25	0.00	B
17-01979	08/03/17	GAUDE GAUDELLI BROTHERS, INC.	RES 17-53-207 CC 17-09 R-1	Open	143,809.45	0.00	B
17-01980	08/03/17	ALBERTMC ALBERT MARINE CONSTRUCTION,	RES 17-53-208; CC: 17-43	Open	86,960.64	0.00	B
17-02087	08/17/17	BIRDCONS BIRD CONSTRUCTION	RES 17-53-230; CC 17-44	Open	49,019.89	0.00	B
17-02532	10/04/17	CAROUSEL CAROUSEL INDUSTRIES	Resolution 17-53-009	Open	22,637.23	0.00	
17-02591	10/13/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-274; 2017 BAYFRONT I	Open	6,615.00	0.00	B
17-02785	10/24/17	SALMON SALMON VENTURES LTD, L.L.C	Consulting develop City land	Open	4,250.00	0.00	B
17-02787	10/24/17	SCHIAVON FRED M. SCHIAVONE CONST., INC.	RES 17-53-302; CC 17-51; CONST	Open	105,725.83	0.00	B
17-02838	10/31/17	LEXA LEXA CONCRETE, INC.	RES 17-53-264; CC 17-02; 2017	Open	262,857.27	0.00	B
17-02842	10/31/17	LIBERTYP LIBERTY PARKS & PLAYGROUND, INC	RES 17-53-316; NJPA # 030117	Open	54,722.22	0.00	
17-02843	10/31/17	LIBERTYP LIBERTY PARKS & PLAYGROUND, INC	RES 17-53-316; NJPA #030117	Open	53,497.52	0.00	
17-03027	11/29/17	CONE4 ATLANTIC CITY ELECTRIC	ACE 6TH & BWALK LIGHT INSTALL	Open	498.29	0.00	
17-03264	12/19/17	GWP GWP ENTERPRISES, INC.	RES 17-53-328 CC: 17-13, 2017	Open	292,515.67	0.00	B
17-03268	12/19/17	SCHULTHE CAMRYN SCHULTHEIS		Open	600.00	0.00	
17-03279	12/19/17	CONTI CONTINENTAL FIRE & SAFETY CO.		Open	3,969.00	0.00	
17-03280	12/19/17	FEIGUS FEIGUS OFFICE FURNITURE	US COMMUNITIES	Open	1,927.80	0.00	
18-00013	01/17/18	NJAM3 NEW JERSEY-AMERICAN WATER CO.	2018 WATER/SEWER CHARGES	Open	58,711.43	0.00	B
18-00014	01/17/18	AC ELECT ATLANTIC CITY ELECTRIC	2018 CITYWIDE ELECTRIC	Open	35,581.83	0.00	B
18-00015	01/17/18	SJGAS SOUTH JERSEY GAS COMPANY		Open	17,266.05	0.00	B
18-00016	01/17/18	VERIZ VERIZON	2018 PHONE CHARGES	Open	142.80	0.00	B
18-00017	01/17/18	VERIZONL VERIZON ONLINE		Open	919.73	0.00	B
18-00032	01/17/18	SPINN SPINNING WHEEL FLORIST INC.		Open	256.00	0.00	B
18-00037	01/17/18	T BURGOS TONIO BURGOS & ASSOC OF NJ LLC	RESOLUTION 17-53-355	Open	10,000.00	0.00	B
18-00130	01/19/18	SJENERG SOUTH JERSEY ENERGY	2018 GAS SUPPLIER CHARGES	Open	8,968.85	0.00	B
18-00134	01/19/18	TAMS TAMS-WITMARK MUSIC LIBRARY INC		Open	9,545.00	0.00	
18-00135	01/19/18	SUNEYONE SUNEY SOLAR OCEAN CITY ONE LLC	2018 MONTHLY PPA CHARGES	Open	1,310.98	0.00	B
18-00142	01/19/18	THOMASMI THOMAS G. SMITH, ESQ.	RES# 18-54-032 Tax Appeals	Open	7,600.12	0.00	B
18-00153	01/19/18	CLANE CHRISTINE LANE		Open	2,631.93	0.00	B
18-00157	01/19/18	VERIZ VERIZON	609 399-0505 374 64Y	Open	139.76	0.00	B
18-00159	01/19/18	GEESE GEESE CHASERS SOUTH JERSEY	Professional Service-Attached	Open	1,079.00	0.00	
18-00160	01/19/18	JUSTR JUST RIGHT TV PRODUCTIONS LLC	City Contract #15-08	Open	1,140.00	0.00	B
18-00175	01/24/18	GANN GANN LAW BOOKS, INC.	2018 SUBSCRIPTION RENEWAL	Open	653.00	0.00	
18-00181	01/24/18	QCLAB EUROFINIS QC, INC.		Open	35.50	0.00	B
18-00187	01/24/18	FRANCOTY FRANCOTYP-POSTALIA		Open	162.00	0.00	
18-00191	01/24/18	HACKNEY HACKNEY CONCRETE, INC.	2018 DOWNTOWN STREETSCAPES IMP	Open	43,190.87	0.00	
18-00218	01/29/18	SPARKELE SPARK ELECTRIC SERVICE, INC	Maintenance, repairs, testing	Open	413.00	0.00	B
18-00221	01/29/18	KEEN KEEN COMPRESSED GAS COMPANY	Compressed gas services	Open	631.19	0.00	B
18-00222	01/29/18	SEASISLE CITY OF SEA ISLE CITY	RES #17-53-372 SHARED SERVICES	Open	10,001.00	0.00	B
18-00223	01/29/18	SEASISLE CITY OF SEA ISLE CITY	RESOLUTION 17-53-372	Open	2,000.00	0.00	B
18-00225	01/29/18	CANONSOL CANON SOLUTIONS AMERICA, INC	COLOR WAVE PRTR SERV CONTRACT	Open	2,868.00	0.00	
18-00228	01/29/18	GRITH GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2018	Open	2,556.00	0.00	
18-00232	01/29/18	STEIN MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2018	Open	2,328.00	0.00	
18-00240	01/29/18	FRANCOT FRANCOTYP-POSTALIA		Open	250.00	0.00	
18-00241	01/29/18	FRANCOT FRANCOTYP-POSTALIA		Open	750.00	0.00	

April 9, 2018
11:57 AM

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

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00242	01/29/18	CMCCP	CMC CHIEFS OF POLICE ASSN.	Open	1,200.00	0.00	
18-00258	02/01/18	LAWME	LAWMEN SUPPLY CO. OF NJ INC.	Open	952.00	0.00	
18-00264	02/01/18	BLAST	APM BLAST TERMITE PEST CONTROL	Open	1,275.00	0.00	B
18-00265	02/01/18	LINCS	LINWOOD CLOCK SHOP	Open	285.00	0.00	B
18-00266	02/01/18	PROTECT	PROTECTION ONE ALARM	Open	256.50	0.00	B
18-00267	02/01/18	AQUATREA	AQUA-TREAT INC WATER MGMT.	Open	1,350.00	0.00	B
18-00280	02/01/18	KLACIKC	CINDY KLACIK BEACH TAG REFUND	Open	160.00	0.00	
18-00292	02/05/18	MODERGRO	MODERN GROUP POWER SYSTEMS	Open	1,312.50	0.00	B
18-00309	02/05/18	WISERLIN	WISER LINK ADVERTISING, INC	Open	1,535.56	0.00	B
18-00313	02/07/18	ACTIO	ACTION SUPPLY, INC.	Open	50.00	0.00	B
18-00320	02/07/18	TURF	TURF EQUIPMENT & SUPPLY CO, INC Parts as needed	Open	467.30	0.00	B
18-00365	02/09/18	SCHID	SCHINDLER ELEVATOR CORPORATION	Open	1,612.04	0.00	B
18-00370	02/09/18	CMCCH	CAPE MAY COUNTY CHAMBER OF	Open	1,250.00	0.00	
18-00372	02/09/18	TODAYMED	TODAY MEDIA CUSTOM 1/4 Page ad in the New Jersey	Open	2,500.00	0.00	
18-00375	02/09/18	SENTI	SENTINEL LEDGER	Open	617.40	0.00	
18-00386	02/13/18	GAUMARDS	GAUMARD SCIENTIFIC CO., INC	Open	10,690.00	0.00	
18-00388	02/13/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC Reso #17-53-303 (10-12-2017)	Open	1,400.00	0.00	
18-00391	02/13/18	TIX COM	TIX, INC.	Open	1,431.25	0.00	B
18-00397	02/13/18	NORTHST	NORTHSTAR APPRASIAL COMPANY REAL ESTATE APPAISALS	Open	5,200.00	0.00	
18-00427	02/16/18	THOMSONR	THOMSON REUTERS	Open	328.34	0.00	B
18-00437	02/16/18	BCI	BCI BURKE COMPANY, L.L.C.	Open	1,903.01	0.00	
18-00439	02/16/18	CALAFATI	MICHAEL CALAFATI ARCHITECT, LLC CH BR Alternation App NJHPO	Open	2,715.00	0.00	B
18-00440	02/16/18	CALAFATI	MICHAEL CALAFATI ARCHITECT, LLC CH Council Chambers Camera App	Open	1,807.50	0.00	B
18-00447	02/16/18	RIGGI	RIGGINS, INC. RES #18-54-035	Open	34,764.25	0.00	B
18-00463	02/22/18	CNS	CNS CLEANING CO., INC. RESOLUTION# 17-54-009 CC#17-04	Open	6,654.00	0.00	B
18-00466	02/22/18	LOCKTILE	LOCKTILE INDUSTRIES LLC SUPPLY & INSTALL FLOORING @ AP	Open	9,002.80	0.00	
18-00468	02/22/18	RNBEST	RICHARD N. BEST ASSOC., INC. REPAIR AIRPORT KEYPAD ENTRANCE	Open	1,319.00	0.00	
18-00469	02/22/18	PRESS	THE PRESS 2018 ADVERTISING	Open	27.32	0.00	
18-00472	02/22/18	BIRCHME	BIRCHMEIER & POWELL LLC	Open	1,634.82	0.00	B
18-00474	02/22/18	DUBRU	MICHAEL DUBRUILLE Dune Grass	Open	85.00	0.00	
18-00477	02/22/18	MDG	MDG ENVIRONMENTAL, LLC	Open	3,979.50	0.00	
18-00480	02/22/18	HUBER	HUBER LOCKSMITHS, INC	Open	701.00	0.00	
18-00482	02/22/18	DISPL	DISPLAY SALES CO.	Open	1,623.00	0.00	
18-00487	02/23/18	GOLFCARS	GOLF CARS UNLIMITED LLC 2018 GEM EL-XD PARKING VEHICLE	Open	18,874.00	0.00	
18-00495	02/28/18	RECRA	RECREATION SUPPLY COMPANY INC. POOL SUPPLIES	Open	1,642.06	0.00	
18-00500	02/28/18	RANGESER	RANGE SERVANT AMERICA INC	Open	953.00	0.00	
18-00567	03/01/18	RUDERMAN	RUDERMAN, HORN & ESMERADO PC RESOLUTION# 18-54-031	Open	7,838.00	0.00	B
18-00573	03/01/18	LEXISNEX	LEXIS NEXIS RENEWALS UNIT	Open	77.22	0.00	
18-00604	03/07/18	MAUIRIPP	MAUI RIPPERS, INC. 17-53-137	Open	8,624.00	0.00	
18-00613	03/07/18	ARSEN	ARSENAL SOUND, L.L.C.	Open	675.00	0.00	
18-00614	03/07/18	PRESS	THE PRESS	Open	189.80	0.00	
18-00616	03/07/18	BLINDSPL	BLINDS PLUS Blinds - Clerk's Office	Open	92.00	0.00	
18-00618	03/12/18	L3 COMM	L3 COMMUNICATIONS MOBILE-	Open	4,584.16	0.00	
18-00620	03/12/18	DRAGERSD	DRAEGER, INC	Open	179.00	0.00	
18-00621	03/12/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	25.00	0.00	
18-00622	03/12/18	FRANCOT	FRANCOTYP-POSTALIA	Open	162.00	0.00	
18-00624	03/12/18	HBARBER	H. BARBER & SONS, INC. 18-54-035	Open	2,233.62	0.00	
18-00627	03/12/18	SPORTSSP	SPORTS SPECIALTIES 17-53-075	Open	462.00	0.00	
18-00628	03/12/18	NJCON	NJ CONFERENCE OF MAYORS	Open	510.00	0.00	
18-00633	03/12/18	CENTRALT	CENTRAL TURF & IRRIGATION SUPP	Open	3,382.53	0.00	
18-00636	03/12/18	NEALLOU	LOUIS J. NEAL CDL LICENSE RENEWAL	Open	132.50	0.00	
18-00638	03/14/18	CHARGEPO	CHARGE POINT INC. ELECTRIC CHARGING STATION	Open	8,148.00	0.00	
18-00640	03/14/18	SCHWA	SCHWAAB, INC.	Open	171.00	0.00	
18-00641	03/14/18	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	2,307.80	0.00	B

April 9, 2018
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CITY OF OCEAN CITY
Bill List By P.O. Number

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00642	03/14/18	CHOICE	CHOICE ENVIR. SER. OF NJ, INC. RESOLUTION # 17-53-352	Open	59,079.68	0.00	B
18-00643	03/14/18	CHOICE	CHOICE ENVIR. SER. OF NJ, INC. RESOLUTION# 17-53-351	Open	59,079.68	0.00	B
18-00644	03/14/18	WASTM	WASTE MANAGEMENT OF NJ INC. RES #17-53-352	Open	3,833.00	0.00	B
18-00645	03/14/18	OCCHA	O.C. REGIONAL CHAMBER OF	Open	6,000.00	0.00	
18-00651	03/14/18	COPIE	COPIERS PLUS, INC.	Open	237.50	0.00	
18-00653	03/14/18	ABPRODUC	A & B PRODUCTIONS, INC RESOLUTION #18-54-88	Open	10,000.00	0.00	
18-00657	03/14/18	BRIG ROW	BRIGANTINE ROWING CLUB ROWING MACHINE	Open	750.00	0.00	
18-00660	03/14/18	AUSTN	AUSTIN'S SPORTS	Open	442.80	0.00	
18-00661	03/14/18	AUSTN	AUSTIN'S SPORTS	Open	840.00	0.00	
18-00665	03/14/18	MODERGRO	MODERN GROUP POWER SYSTEMS	Open	1,954.05	0.00	B
18-00672	03/15/18	CALAFATI	MICHAEL CALAFATI ARCHITECT,LLC Bayside Ctr Architectural Srv	Open	2,107.91	0.00	
18-00686	03/20/18	FIRSS	FIRE & SAFETY SERVICES, LTD. 17-53-003	Open	3,962.38	0.00	
18-00687	03/20/18	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	Open	266.00	0.00	
18-00689	03/20/18	ACBALLET	ATLANTIC CITY BALLET	Open	3,500.00	0.00	
18-00690	03/20/18	ROBERTSO	ROBERTS OXYGEN COMPANY, INC	Open	155.40	0.00	
18-00693	03/20/18	VCI	VCI, EMERGENCY VEHICLE SPEC. 17-53-004	Open	462.18	0.00	
18-00694	03/20/18	830SCIAL	JOSEPH SCIALABBO	Open	275.00	0.00	
18-00696	03/20/18	RODGERSG	THE RODGERS GROUP, LLC	Open	9,180.00	0.00	
18-00700	03/20/18	MCMNI	MCMANIMON, SCOTLAND & BAUMANN, RESOLUTION #17-53-253	Open	1,030.00	0.00	
18-00701	03/20/18	FORDS	FORD, SCOTT & ASSOCIATES, LLC RESOLUTION# 17-53-354	Open	5,500.00	0.00	B
18-00703	03/20/18	BINSI	BERBEN INSIGNIA CO.	Open	359.50	0.00	
18-00704	03/20/18	AUSTN	AUSTIN'S SPORTS CC#16-19 R-1	Open	4,091.35	0.00	
18-00707	03/20/18	FEIGUS	FEIGUS OFFICE FURNITURE Clerk Feigus Office Furniture	Open	2,107.78	0.00	
18-00709	03/20/18	MGL	MGL PRINTING SOLUTIONS HOMESTEAD BENEFIT TAX BILLS	Open	214.00	0.00	
18-00713	03/20/18	DWYERT	TODD DWYER 2018 AIRPORT CONFERENCE HOTEL	Open	430.32	0.00	
18-00720	03/26/18	PLEASANT	PLEASANTVILLE BOARD OF EDUCATI	Open	750.00	0.00	
18-00722	03/26/18	OCBOX	OCEAN CITY BOX OFFICE	Open	150.00	0.00	
18-00723	03/26/18	HORIN	BILL HORIN PHOTOGRAPHY	Open	1,995.00	0.00	
18-00724	03/26/18	CENTRALT	CENTRAL TURF & IRRIGATION SUPP Proposal Attached	Open	4,183.56	0.00	
18-00725	03/26/18	AUSTN	AUSTIN'S SPORTS RES #1753075	Open	1,343.95	0.00	
18-00731	03/26/18	STARTSKY	START SKYDIVING LLC	Open	4,750.00	0.00	
18-00733	03/26/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	50.00	0.00	
18-00737	03/26/18	74SCH	KATHLEEN SCHULTHEIS	Open	375.18	0.00	
18-00738	03/26/18	COOCC	CITY OF OCEAN CITY	Open	11,200.00	0.00	
18-00739	03/26/18	AUSTN	AUSTIN'S SPORTS RES.#1753075	Open	860.65	0.00	
18-00748	03/29/18	LIESSD	DAVID LIESS ESCROW REFUND 17-029ZBA	Open	486.50	0.00	
18-00755	03/30/18	BEACH	BEACH FEE DIVISION 2018 CHANGE FUND BEACH FEE	Open	18,000.00	0.00	
18-00759	03/30/18	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	Open	22.00	0.00	B
18-00764	03/30/18	UNIVERS	UNIVERSAL MEDIA, INC.	Open	4,235.29	0.00	B
18-00771	03/30/18	SCHRAMMJ	JOAN MOYNIHAN SCHRAMM RELEASE OF MAINTENANCE GUARAN	Open	330.85	0.00	
18-00772	03/30/18	VINEYV	VINCENT & KIMBERLY VINEY RELEASE OF MAINTENANCE	Open	665.85	0.00	
18-00773	04/02/18	PANEBIAN	JOHN A PANEBIANCO ESCROW REFUND 08-002ZC	Open	50.60	0.00	
18-00782	04/04/18	SCHIAVON	FRED M. SCHIAVONE CONST., INC. CC#18-23 Beach Outfall	Open	86,719.22	0.00	B
18-00785	04/04/18	ARLENES	ARLENE'S ON ASBURY	Open	1,023.75	0.00	
18-00786	04/04/18	MARYBRID	MARYBRIDGET ENTERPRISES, INC	Open	1,664.95	0.00	
18-00787	04/04/18	SONJS	TREASURER STATE OF NEW JERSEY	Open	258.00	0.00	
18-00798	04/05/18	OCTHEATR	OCEAN CITY THEATRE COMPANY	Open	3,245.00	0.00	B
18-00800	04/05/18	FLYINGBY	FLYING BY FOY	Open	1,950.00	0.00	B
18-00806	04/05/18	OCTHEATR	OCEAN CITY THEATRE COMPANY	Open	7,838.25	0.00	
18-00815	04/06/18	BURKECHE	BURKE CHEV BUICK PONTIAC CADI NJ STATE CONTRACT 79158	Open	198.00	0.00	
18-00816	04/06/18	CODYS	CODY'S POWER EQUIPMENT	Open	282.64	0.00	
18-00817	04/06/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	962.59	0.00	
18-00818	04/06/18	SHERW	SHERWIN WILLIAMS #3760	Open	92.88	0.00	
18-00819	04/06/18	EASTERNS	EASTERNS SURPLUS & EQUIP., CO	Open	800.41	0.00	

April 9, 2018
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CITY OF OCEAN CITY
Bill List By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
18-00820	04/06/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	899.70	0.00	
18-00821	04/06/18	LILLIS	LILLISTON CHRYSLER	NJ STATE CONTRACT 40809	Open	242.52	0.00	
18-00822	04/06/18	SNAP	SNAP-ON INDUSTRIAL		Open	98.23	0.00	
18-00823	04/06/18	SHOEM	SHOEMAKER LUMBER COMPANY, INC		Open	227.81	0.00	
18-00824	04/06/18	82MIL	TIM MILLER		Open	60.00	0.00	
18-00825	04/06/18	81LEE	RODGER LEEDS		Open	62.00	0.00	
18-00826	04/06/18	HUBER	HUBER LOCKSMITHS, INC		Open	225.00	0.00	
18-00827	04/09/18	PUTTERMA	BONNIE D. PUTTERMAN, ESQ.	RESOLUTION #17-53-361	Open	300.00	0.00 B	
Total Purchase Orders:		165	Total P.O. Line Items:	0	Total List Amount:	1,830,706.85	Total Void Amount:	0.00

March 26, 2018
03:42 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued & Released Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 93028 to 93028
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
93028	03/26/18	730FIRET CHRISTY L. FIRETTO					4370
18-00745	1	2016 LIFEGUARD PENSION	4,987.80	T-12-56-175-019	Budget		1 1
				RESERVE-LIFEGUARD PENSION			
18-00745	2	2017 LIFEGUARD PENSION	4,987.80	T-12-56-175-019	Budget		2 1
				RESERVE-LIFEGUARD PENSION			
18-00745	3	2018 LIFEGUARD PENSION	4,987.80	T-12-56-175-019	Budget		3 1
				RESERVE-LIFEGUARD PENSION			
			14,963.40				

Report Totals	Paid	Void	Amount Paid	Amount Void
checks:	1	0	14,963.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	14,963.40	0.00

March 28, 2018
02:18 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 93038 to 93038
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
93038	03/28/18	BENISTAR BENISTAR	11,274.55	4372

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	11,274.55	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	11,274.55	0.00

March 20, 2018
02:18 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 92932 to 92932
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
92932	03/20/18	CMCMC CAPE MAY COUNTY MUN. CLK ASSN.	25.00		4365
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	25.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	25.00	0.00

April 3, 2018
09:37 AM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside Bull List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 93041 to 93041
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
93041	04/03/18	COOC CITY OF OCEAN CITY	25,000.00		4378

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	25,000.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	25,000.00	0.00

April 4, 2018
03:00 PM

CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 93052 to 93052
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
93052	04/04/18	THEMISSA THE MISS AMERICA ORGANIZATION	5,000.00		4381

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	5,000.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	5,000.00	0.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#17

**AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE
PURPOSE OF REVIEWING THE STATUS OF PENDING LITIGATION
TO WHICH OCEAN CITY IS A PARTY**

**Flood Development, LLC Intervention IMO The Application of the City of Ocean City;
Affordable Housing Proposal**

WHEREAS, the Open Public Meetings Act provides for the closing of public meetings by way of Resolution under certain circumstances, as provided in that Act, and when the governing body determines that it is in the public interest to close said meeting; and

WHEREAS, the minutes of a closed session can and shall be made available to the public for inspection at such time when it has been determined by the City Council that the aforementioned reasons for closing this session are no longer applicable;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey that this meeting shall be closed for the purposes of discussing the above mentioned title.

The minutes from this meeting as they pertain to each matter shall be made available to the public as and when each matter is resolved. A more precise time frame cannot be provided at this time because it is not known, and cannot be reasonably approximated, when any of these matters will be resolved.

Peter V. Madden, Council President

Offered by Seconded by

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

#18

B
BACK MEMO TO FOLLOW

**AUTHORIZING THE AWARD & CHANGE ORDER # 1 OF CITY CONTRACT #17-24,
2017 LANDSCAPE & SITE IMPROVEMENTS AT VARIOUS LOCATIONS-ALTERNATE "A"**

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-020 on January 26, 2017 for City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, February 1, 2017, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, www.ocnj.us; and the Invitation to Bid was distributed to thirteen (13) prospective bidders for City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations; and

WHEREAS, bid proposals were opened for City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations on Tuesday, February 14, 2017 and four (4) bid proposals were received; and

WHEREAS, Arthur Chew, P.E., Assistant City Engineer; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager reviewed the bid proposals and specifications and recommended that City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations be awarded to Command Company, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations-Base Bids on February 23, 2017 by Resolution #17-53-060 in the amount of \$347,658.00; and

WHEREAS, James A. Mallon, Business Administrator; Dorothy F. McCrosson, Esquire, City Solicitor and Frank Donato III, Director of Financial Management have acted for the City to obtain the property known as the Getty Station Lot located at 9th Street and Bay Avenue, Northwest Corner for use as park and parking facility; and

WHEREAS, Arthur Chew, P.E., Assistant City Engineer; Dorothy F. McCrosson, Esquire, City Solicitor; 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 five (5) contract extensions and recommended that City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations – Alternate "A" be awarded to Command Company, Inc., the lowest responsible bidder; and

WHEREAS, Arthur Chew, P.E., Assistant City Engineer; Dorothy F. McCrosson, Esquire, City Solicitor; Jason J. Sieira, Manager of Capital Planning; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #17-24 2017 Landscape & Site Improvements at Various Locations – Alternate "A" with Command Company, Inc.; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations-Alternate "A" be and is hereby awarded to Command Company, Inc., lowest responsible bidder and that Change Order #1 is correct as follows:

Command Company, Inc. 1318 Antwerp Avenue Egg Harbor City, NJ 08215
--

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Alternate "A"				
31	I-8 Soil Aggregate	560 C.Y.	\$ 27.00	\$ 15,120.00
32	Dense Graded Aggregate Base Course, 6" Thick	325 S.Y.	\$ 17.00	\$ 5,525.00
33	Hot Mix Asphalt Surface Course, Mix 9.5m64, 2" Thick	325 S.Y.	\$ 7.00	\$ 2,275.00
34	8" x 18" Concrete Vertical Curb	133 L.F.	\$ 27.00	\$ 3,591.00
35	Parking Stops	12 Unit	\$ 57.00	\$ 684.00
36	Traffic Markings, Lines, Long-Life, Thermoplastic	300 L.F.	\$ 7.00	\$ 2,100.00
37	Traffic Markings, Symbols, Long-Life, Thermoplastic	20 S.F.	\$ 97.00	\$ 1,940.00
38	Decorative Black Metal Fence, 4' High	196 L.F.	\$ 67.00	\$ 13,132.00
39	Sodding	1,000 S.Y.	\$ 7.00	\$ 7,000.00
40	Wood Mulching	100 S.Y.	\$ 7.00	\$ 700.00
41	Masonry Retaining Wall	73 L.F.	\$ 267.00	\$ 19,491.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
Alternate "A" – (Continued)				
42	Evergreen Tree, Ilex Crenata	130 Unit	\$ 60.00	\$ 7,800.00
43	Deciduous Tree, Lagerstroemia Indica Dynamite	2 Unit	\$ 520.00	\$ 1,040.00
44	Deciduous Tree, Lagerstroemia Indica Natchez	1 Unit	\$ 520.00	\$ 520.00
45	Irrigation System – (9th Street)	1 Lump Sum	\$ 10,000.00	\$ 10,000.00
Total Amount - Alternate "A", Items 31 - 45:.....				\$ 90,918.00

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Increases</u>				
<u>Supplemental</u>				
S1	Remobilization	1 L.S.	\$ 7,700.00	\$ 7,700.00
Total Amount of Increases for Change Order #1				\$ 7,700.00
Total Amount of Change Order #1 to City Contract #17-24 2017 Landscape& Site Improvements at Various Locations – Alternate "A", including increases and decreases.....				
				\$ 7,700.00
Total Amount of City Contract #17-24 2017 Landscape& Site Improvements at Various Locations – Alternate "A" including Change Order #1.....				
				\$ 98,618.00

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$98,618.00 an increase of \$7,700.00 to the original contract and a 8.47 (%) percent increase in the total for City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations – Alternate "A"; and

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Command Company, Inc., 1318 Antwerp Avenue, Egg Harbor City, NJ 08215 for City Contract #17-24, 2017 Landscape & Site Improvements at Various Locations – Alternate "A" & Change Order #1 as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the following Capital Account # C-04-55-301-402

CERTIFICATION OF FUNDS

Frank Donato III, CMFO
Director of Financial Management

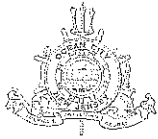
Peter V. Madden
Council President

Files: RAW 17-24 Alt A Landscape & Site Improvements.doc

Offered by Seconded by

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

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, February 14, 2017 @ 2:00 PM, EDT
CITY CONTRACT #: 17-24
PROPOSAL NAME: 2017 Landscaping & Site Improvements at Various Locations

NAME, ADDRESS & BID OF EACH BIDDER				Axios, Inc.		Command Co., Inc		Think Pavers Hardscaping LLC		West Bay Construction Inc.	
Key: Apparent Low Bidder Estimate: \$575,815.50				P. O. Box 530 / 1401 Shore Road Northfield, NJ 08225 Carol Kafkalas, President Phone: 609-484-3508 Fax: 609-484-7592 2000flyers@msn.com		1318 Antwerp Avenue Egg Harbor City, NJ 08215 Douglas E. Marienski, President Phone: 609-965-0399 Fax: 609-965-0441 office@commandconinc.com		125 Kings Hwy Mt. Royal, NJ 08061 Nicholas Furfari, President Phone: 856-832-4680 Fax: 856-832-4681 nfurfari@thinkpavers.com		133 Pleasant Avenue Absecon, NJ 08201 Frank L. Corradetti, President Phone: 609-380-7065 Fax: 609-573-5955 info@westbayinc.com	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID											
9TH STREET CROSSWALK IMPROVEMENTS											
1	SOIL EROSION AND SEDIMENT CONTROL	1	LUMP SUM	\$6,400.00	\$6,400.00	\$37,000.00	\$37,000.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
2	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LUMP SUM	\$14,300.00	\$14,300.00	\$27,700.00	\$27,700.00	\$105,000.00	\$105,000.00	\$200,000.00	\$200,000.00
3	POLICE TRAFFIC DIRECTOR	40	HOURL	\$125.00	\$5,000.00	\$77.00	\$3,080.00	\$0.01	\$0.40	\$150.00	\$6,000.00
4	15" HIGH DENSITY POLYETHYLENE CULVERT PIPE	20	L.F.	\$390.00	\$7,800.00	\$127.00	\$2,540.00	\$150.00	\$3,000.00	\$250.00	\$5,000.00
5	INLETS, TYPE "A"	1	UNIT	\$5,200.00	\$5,200.00	\$4,700.00	\$4,700.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
6	RESET EXISTING CASTING	3	UNIT	\$650.00	\$1,950.00	\$700.00	\$2,100.00	\$245.00	\$735.00	\$2,000.00	\$6,000.00
7	SET SQUARE FRAMED MANHOLE CASTING, CIRCULAR COVER	2	UNIT	\$650.00	\$1,300.00	\$870.00	\$1,740.00	\$1,400.00	\$2,800.00	\$3,000.00	\$6,000.00
8	CONCRETE GUTTER, 8" THICK	40	S.Y.	\$115.00	\$4,600.00	\$37.00	\$1,480.00	\$128.00	\$5,120.00	\$200.00	\$8,000.00
9	PAVER CROSSWALK	500	S.Y.	\$384.00	\$192,000.00	\$187.00	\$93,500.00	\$225.00	\$112,500.00	\$500.00	\$250,000.00
10	CONCRETE SIDEWALK, 4" THICK	325	S.Y.	\$93.00	\$30,225.00	\$77.00	\$25,025.00	\$55.00	\$17,875.00	\$200.00	\$65,000.00
11	DETECTABLE WARNING SURFACE (PAVERS)	5	UNIT	\$1,300.00	\$6,500.00	\$257.00	\$1,285.00	\$750.00	\$3,750.00	\$500.00	\$2,500.00
12	RESET BRICK PAVERS	1	LUMP SUM	\$2,600.00	\$2,600.00	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
13	8"x18" CONCRETE VERTICAL CURB	125	L.F.	\$26.00	\$3,250.00	\$37.00	\$4,625.00	\$25.00	\$3,125.00	\$100.00	\$12,500.00
14	UNITARY FLEXIBLE POROUS MULCH	10	S.Y.	\$260.00	\$2,600.00	\$187.00	\$1,870.00	\$600.00	\$6,000.00	\$125.00	\$1,250.00
WEST 9TH STREET PARK IMPROVEMENTS											
15	1-8 SOIL AGGREGATE	585	C.Y.	\$39.00	\$22,815.00	\$27.00	\$15,795.00	\$36.00	\$21,060.00	\$65.00	\$38,025.00
16	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	340	S.Y.	\$11.00	\$3,740.00	\$17.00	\$5,780.00	\$40.00	\$13,600.00	\$25.00	\$8,500.00
17	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	340	S.Y.	\$23.00	\$7,820.00	\$27.00	\$9,180.00	\$60.00	\$20,400.00	\$35.00	\$11,900.00
18	PAVER CROSSWALK	75	S.Y.	\$384.00	\$28,800.00	\$187.00	\$14,025.00	\$225.00	\$16,875.00	\$500.00	\$37,500.00
19	8"x18" CONCRETE VERTICAL CURB	139	L.F.	\$23.00	\$3,197.00	\$37.00	\$5,143.00	\$36.00	\$5,004.00	\$100.00	\$13,900.00
20	PARKING STOPS	15	UNIT	\$80.00	\$1,200.00	\$57.00	\$855.00	\$200.00	\$3,000.00	\$100.00	\$1,500.00
21	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC	320	L.F.	\$6.00	\$1,920.00	\$7.00	\$2,240.00	\$5.00	\$1,600.00	\$6.00	\$1,920.00
22	DECORATIVE BLACK METAL FENCE, 4' HIGH	228	L.F.	\$64.00	\$14,592.00	\$67.00	\$15,276.00	\$200.00	\$45,600.00	\$60.00	\$13,680.00
23	SODDING	1,067	S.Y.	\$15.00	\$16,005.00	\$7.00	\$7,469.00	\$12.00	\$12,804.00	\$20.00	\$21,340.00
24	WOOD MULCHING	110	S.Y.	\$16.00	\$1,760.00	\$7.00	\$770.00	\$18.00	\$1,980.00	\$10.00	\$1,100.00
25	MASONRY RETAINING WALL	140	L.F.	\$142.00	\$19,880.00	\$267.00	\$37,380.00	\$225.00	\$31,500.00	\$200.00	\$28,000.00
26	EVERGREEN TREE, ILEX ORENATA	98	UNIT	\$68.00	\$6,664.00	\$60.00	\$5,880.00	\$55.00	\$5,390.00	\$40.00	\$3,920.00
27	EVERGREEN TREE, CUPRESSUS LEYLANDI	29	UNIT	\$420.00	\$12,180.00	\$240.00	\$6,960.00	\$1,000.00	\$29,000.00	\$200.00	\$5,800.00
28	DECIDUOUS TREE, LAGERSTROEMIA INDICA DYNAMITE	1	UNIT	\$520.00	\$520.00	\$520.00	\$520.00	\$500.00	\$500.00	\$300.00	\$300.00
29	DECIDUOUS TREE, LAGERSTROEMIA INDICA NATCHEZ	2	UNIT	\$520.00	\$1,040.00	\$520.00	\$1,040.00	\$500.00	\$1,000.00	\$300.00	\$600.00
30	IRRIGATION SYSTEM - (9TH STREET)	1	LUMP SUM	\$10,300.00	\$10,300.00	\$11,000.00	\$11,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
TOTAL AMOUNT - BASE BID, ITEMS 1-30:				\$436,158.00		\$347,658.00		\$510,218.40		\$785,235.00	

PURCHASING DIVISION
SUMMARY OF BID PROPOSALS

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

DATE RECEIVED: Tuesday, February 14, 2017 @ 2:00 PM, EDT
CITY CONTRACT #: 17-24
PROPOSAL NAME: 2017 Landscaping & Site Improvements at Various Location

NAME, ADDRESS & BID OF EACH BIDDER				Axios, Inc.		Command Co., Inc		Think Pavers Hardscaping LLC		West Bay Construction Inc.	
Key: Apparent Low Bidder Estimate: \$575,815.50				P. O. Box 530 / 1401 Shore Road		1318 Antwerp Avenue		125 Kings Hwy		133 Pleasant Avenue	
				Northfield, NJ 08225		Egg Harbor City, NJ 08215		Mt. Royal, NJ 08061		Absecon, NJ 08201	
				Carol Kafkalas, President		Douglas E. Marienski, President		Nicholas Furfari, President		Frank L. Corradetti, President	
				Phone: 609-484-3508		Phone: 609-965-0399		Phone: 856-832-4680		Phone: 609-380-7065	
				Fax: 609-484-7592		Fax: 609-965-0441		Fax: 856-832-4681		Fax: 609-573-5955	
				2000fivers@msn.com		office@commandconinc.com		nfurfari@thinkpavers.com		info@westbayinc.com	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ALTERNATE A											
31	1-8 SOIL AGGREGATE	560	C.Y.	\$38.00	\$21,280.00	\$27.00	\$15,120.00	\$36.00	\$20,160.00	\$65.00	\$36,400.00
32	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	325	S.Y.	\$11.00	\$3,575.00	\$17.00	\$5,525.00	\$22.00	\$7,150.00	\$25.00	\$8,125.00
33	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	325	S.Y.	\$23.00	\$7,475.00	\$7.00	\$2,275.00	\$41.00	\$13,325.00	\$35.00	\$11,375.00
34	8"x18" CONCRETE VERTICAL CURB	133	L.F.	\$23.00	\$3,059.00	\$27.00	\$3,591.00	\$29.00	\$3,857.00	\$100.00	\$13,300.00
35	PARKING STOPS	12	UNIT	\$80.00	\$960.00	\$57.00	\$684.00	\$125.00	\$1,500.00	\$100.00	\$1,200.00
36	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC	300	L.F.	\$6.00	\$1,800.00	\$7.00	\$2,100.00	\$6.00	\$1,800.00	\$6.00	\$1,800.00
37	TRAFFIC MARKINGS, SYMBOLS, LONG-LIFE, THERMOPLASTIC	20	S.F.	\$25.00	\$500.00	\$97.00	\$1,940.00	\$21.00	\$420.00	\$25.00	\$500.00
38	DECORATIVE BLACK METAL FENCE, 4' HIGH	196	L.F.	\$63.00	\$12,348.00	\$67.00	\$13,132.00	\$100.00	\$19,600.00	\$60.00	\$11,760.00
39	SODDING	1,000	S.Y.	\$15.00	\$15,000.00	\$7.00	\$7,000.00	\$12.00	\$12,000.00	\$20.00	\$20,000.00
40	WOOD MULCHING	100	S.Y.	\$15.00	\$1,500.00	\$7.00	\$700.00	\$11.00	\$1,100.00	\$10.00	\$1,000.00
41	MASONRY RETAINING WALL	73	L.F.	\$140.00	\$10,220.00	\$267.00	\$19,491.00	\$225.00	\$16,425.00	\$200.00	\$14,600.00
42	EVERGREEN TREE, ILEX CRENATA	130	UNIT	\$66.00	\$8,580.00	\$60.00	\$7,800.00	\$36.00	\$4,680.00	\$40.00	\$5,200.00
43	DECIDUOUS TREE, LAGERSTROEMIA INDICA DYNAMITE	2	UNIT	\$500.00	\$1,000.00	\$520.00	\$1,040.00	\$250.00	\$500.00	\$300.00	\$600.00
44	DECIDUOUS TREE, LAGERSTROEMIA INDICA NATCHEZ	1	UNIT	\$500.00	\$500.00	\$520.00	\$520.00	\$250.00	\$250.00	\$300.00	\$300.00
45	IRRIGATION SYSTEM -- (9TH STREET)	1	LUMP SUM	\$6,900.00	\$6,900.00	\$10,000.00	\$10,000.00	\$11,315.00	\$11,315.00	\$12,000.00	\$12,000.00
TOTAL AMOUNT - ALTERNATE A, ITEMS 31 - 45:				\$94,697.00		\$90,918.00		\$114,082.00		\$138,160.00	
DOCUMENTATION											
Required Number of Copies (3):				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Bid Deposit/Bond:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Consent of Surety:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Buy American Certification:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Right to Extend - Time for Award:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Statement of Ownership Disclosure:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Non-Collusion Affidavit:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Mandatory Equal Employment Opportunity Language:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Affirmative Action Regulation Compliance Notice:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Required Subcontractors Listing:				Y/N	Yes - Three	Y/N	Yes - Two	Y/N	Yes - Two	Y/N	Yes - Three
Acknowledge of Receipt of Addenda:				Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None	Y/N	Yes - None
Disclosure of Investment Activities In Iran Statement-Two Part Form:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Business Registration Certificate (BRC):				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Business Registration Certificate for Subcontractors (BRC):				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Public Works Contractors Registration Act Certificate:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
NJ Public Works Contractors Registration Act Certificate for Subcontractors:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
Statement of Authority:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes
W-9:				Y/N	Yes	Y/N	Yes	Y/N	Yes	Y/N	Yes