

ORDINANCE NO. 18-16

**AN ORDINANCE AUTHORIZING THE CITY OF OCEAN CITY
TO ACQUIRE BLOCK 611.11, LOT 169
OCEAN CITY, NEW JERSEY**

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

Section 1.

The City of Ocean City is hereby authorized to acquire, for public purposes, at no consideration, by gift, property known as Block 611.11, Lot 169, Ocean City, New Jersey from Beverly H. Jernee, Executrix of the Estate of Jack G. Jernee, Jr., deceased pursuant to *N.J.S.A. 40A:12-5*.

Section 2.

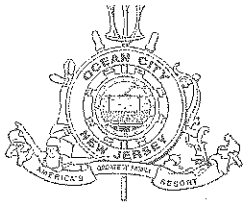
All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

Section 3.

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

Section 4.

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

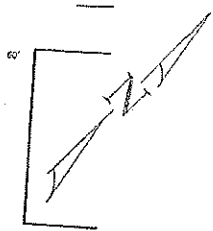
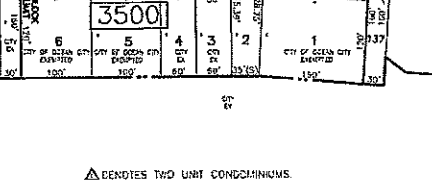
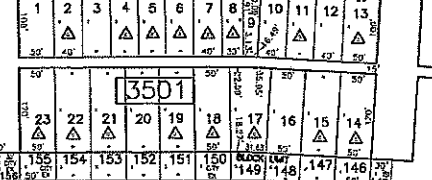
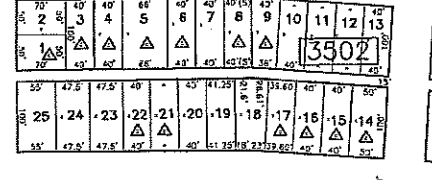
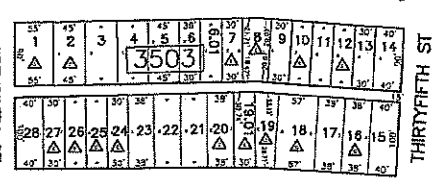
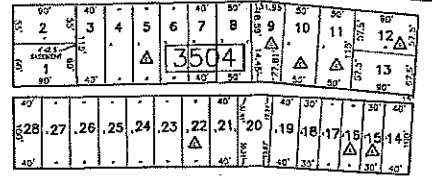
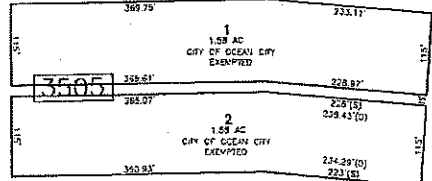
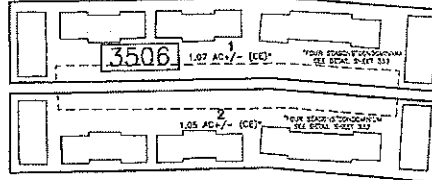
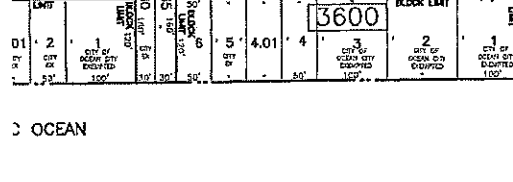
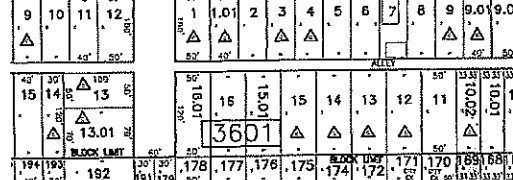
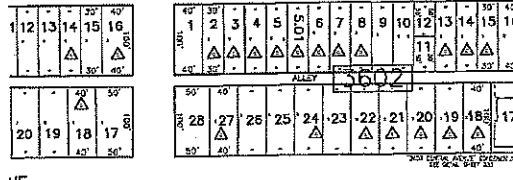
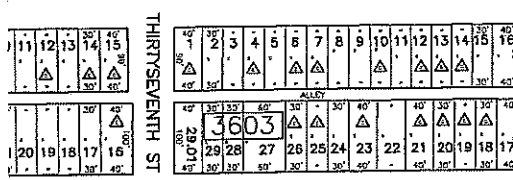
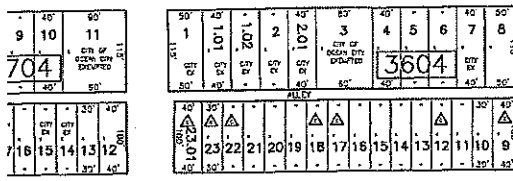
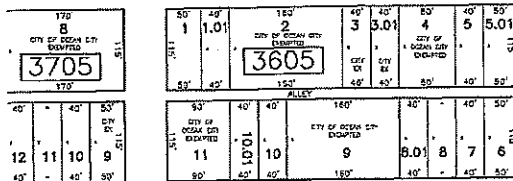
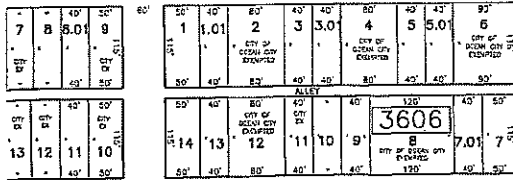
DATE: October 29, 2018
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Block 611.11, Lot 169

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

The property to be affected by this Ordinance is a beach/dune lot located oceanward of 3604-06 Wesley Avenue. The dimensions of the lot are 33.33' x 40'. The property is a portion of the former Wesley Avenue, which the City vacated in 1973, thus vesting title of the former street in the owners of land which adjoined Wesley Avenue.

Joseph Elliott, the City's Tax Assessor, recently discovered that the adjoining owner of this property in 1973 was Jack G. Jernee, Jr., and that title to the property had never been transferred from Jack G. Jernee, Jr. to the assessed owners. When he notified the estate of Mr. Jernee that it owned the property and that he would be correcting the City's records accordingly, the executrix of the estate advised that the estate had no need for the property and did not wish to pay the taxes associated with it. She has already executed a quit claim deed to the City, which can be recorded upon final passage of the attached Ordinance.

Attached hereto is a portion of the tax map with the property highlighted.



△ DENOTES TWO UNIT CONDOMINIUMS

ORDINANCE NO. 18-17

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

Inclusionary Housing Option in Business Zone Districts

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

Section 1.

Section 25-208.2.5 Residential Dwelling Units of Chapter XXV “Zoning and Land Development” of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended as follows:

25-208.2.5 Residential Dwelling Units.

Editor's Note: Former subsection 25-208.2.5, Hotels and Motels, previously codified herein and containing portions of Ordinance No. 06-33, was repealed in its entirety by Ordinance No. 07-37.

Residential dwelling units may be permitted as a conditional use within those zones specified, subject to the following:

- a. Residential dwelling units shall not occupy any part of the first (grade-level) floor of any building, except where specifically permitted by this Ordinance.
- b. Eating establishments including but not limited to cafes, coffee shops, luncheonettes, pizzerias, restaurants and snack shops, candy, nut, confectionery stores, and bakeries shall not be prohibited or limited at any time or by any means including, but not limited to conditions contained within a master deed, deed restriction, Certificate of Occupancy, Mercantile License, Certificate of Zoning Compliance or other instrument. This requirement shall be memorialized in the decision and resolution approving the site plan and shall be promptly recorded thereafter.
- c. *Density.* The maximum permitted Base density, Inclusionary density, Inclusionary Building Height and Habitable Stories within the Neighborhood Business Zone and 34th Street Gateway Zone shall be as follows:

<i>Lot Area</i>	<i>Base Density</i>	<i>Inclusionary Density (Dwelling Units/Acre)¹</i>	<i>Maximum Inclusionary Building Height, Habitable Stories</i>
Up to 3,999 sf	1 dwelling unit	NA	NA
4,000 sf and greater	1 dwelling unit/each 2,000 sf of lot area	16	34 FT 3

¹ Development utilizing the Inclusionary Density shall comply with Section 25-208.2.5f.

d. *Density in the Central Business (CB) Zone, Central Business-1 (CB-1 Zone) and Drive-in Business (DB) Zone.* The maximum permitted Base density, Inclusionary density, Inclusionary Building Height and Habitable Stories in the Central Business (CB) Zone, Central Business-1 (CB-1) Zone and Drive-in Business (DB) Zone shall be as follows:

Zone District	Base Density (Dwelling Units/Acre)	Inclusionary Density (Dwelling Units/Acre) ²	<i>Maximum Inclusionary Building Height, Habitable Stories</i>
Central Business (CB)	30	40	40 FT 4
Central Business (CB-1)	30 33 (West Avenue only)	40	40 FT 4
Drive-in Business (DB)	30	40	40 FT 4

e. Off-street parking spaces shall be provided as required by the Residential Site Improvement Standards (NJAC 5:21 et seq.).

f. Inclusionary Housing Requirements.

1. **Maximum Affordable Housing Set-aside**

- (a) Sale Units - The maximum affordable housing set-aside applied to sale units is twenty (20) percent of the total number of units in the development.
- (b) Rental Units - The maximum affordable housing set-aside applied to rental units is fifteen (15) percent of the total number of units in the development.

2. **Construction of Affordable Housing Units**

Developers shall construct the affordable units required by this ordinance as follows:

- (a) On the subject site;
- (b) Elsewhere in the municipality as approved by the Planning Board or Zoning Board of Adjustment;
- (c) Payment in lieu of construction providing the whole or fractional affordable units required, subject to the following:
 - (1) Payments in lieu of constructing affordable units may represent fractional affordable units. The affordable housing requirement shall not be rounded.
 - (2) The zoning ordinance may include specific criteria to be met for a development to be eligible to provide a payment in lieu. Examples of such criteria include, but are not limited to, minimum development size thresholds or environmental or site configuration concerns. Once criteria are established by ordinance, exercising the option shall be at the developer's discretion.
 - (3) The amount of payments in lieu of constructing affordable units on site shall be \$182,859.

² Development utilizing the Inclusionary Density shall comply with Section 25-208.2.5f.

- (4) Payments in lieu of constructing affordable units shall be deposited into an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.4 and subject to the provisions thereof.
 - (5) Payments in lieu of constructing affordable housing shall not be permitted where affordable housing is not required. Zoning that does not require an affordable housing set-aside or permit a corresponding payment in lieu may be subject to a development fee ordinance pursuant to N.J.A.C. 5:97-8.3.
- (d) Affordable housing units shall be built in accordance with the following schedule:

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25 + 1 unit	10
50	50
75	75
90	10

- (e) To the extent feasible, developers shall fully integrate the low- and moderate-income units with the market units.
- (f) Affordable units shall utilize the same heating source as market-rate units within the inclusionary development and have access to all community amenities available to market-rate units and subsidized in whole by association fees.
- (g) The first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.
- (h) The affordable units shall comply with N.J.A.C. 5:97-9 and UHAC.

(Ord. #07-37, §3; Ord. #07-31, §3; Ord. #08-01, §2; Ord. #10-09, §6; Ord. #14-31; Ord. #2016-15 §5)

Section 2.

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

Jay A. Gillian, Mayor

Peter V. Madden, Council President

Summary -

The adoption of this overlay ordinance is part of Ocean City's Affordable Housing strategy. This ordinance will increase the density and bulk standards for residential uses in business zones for projects which require an inclusionary component. Dwelling units are still not permitted to occupy the first (grade-level) floor of any building in the Neighborhood Business (NB) and 34th Street Gateway (GW) zones. For a project which provides affordable housing units at a site located in a business zone, this ordinance increases the density in the Neighborhood Business (NB) and 34th Street Gateway (GW) zones from the present about 10.9 units/acre to 16 units/acre and increase maximum building height to three habitable floors; increases the density in the Central Business (CB) and Central Business-(CB-1) zones from the present about 30 units per acre to 40 units per acres; increases the maximum building height to four habitable floors; and adds residential uses to the conditional uses in the Drive-In Business (DB) zone, subject to the same conditional use, density, and bulk requirements as for residential uses in the CB and CB-1 zones.

July 18, 2018

ORDINANCE NO. 18-18

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY Inclusionary R-2 Zone Districts Assemblage Incentive Overlay Zone

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

Section 1.

25-204.2 Non-Discrete Residential Two Family Zones.

R-2-30, R-2-40, R-2-50, R-2-60. (Ord. #00-05, §3; Ord. #00-06, §4; Ord. #02-19)

25-204.2.1 Purpose.

The Non-Discrete Residential Two Family Zones established in subsection 25-201.1.1 of this Ordinance are intended to provide and maintain residential areas for detached two (2) family dwellings in those areas in Ocean City where this type of housing has either traditionally developed or is currently the predominant land use type. (Ord. #02-19) In an effort to increase housing diversity and provide realistic opportunities for affordable housing, development of two-family and multi-family at increased densities will be permitted in accord with Section 25-204.26.

25-204.2.2 Permitted Uses.

- a. One (1) family dwellings;
- b. Two (2) family dwellings;
- c. Two (2) family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- d. Multi-family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- e. Essential services.

(Ord. #02-19)

25-204.2.3 Conditional Uses. [NO CHANGE TO THIS SECTION]

25-204.2.4 Permitted Accessory Uses. [NO CHANGE TO THIS SECTION]

25-204.2.5 Bulk Requirements. [NO CHANGE TO THIS SECTION]

25-204.2.6 Rear Yard. [NO CHANGE TO THIS SECTION]

NEW SECTION

25-204.26 Inclusionary Incentive Overlay Zone

25-204.26.1 Purpose.

The Inclusionary Incentive Overlay Zone is intended to increase the diversity of housing and provide realistic opportunities for affordable housing as defined at NJAC 5:97-1.4. Development of two-family dwellings and multi-family dwellings in accord with this ordinance

are required to set aside a percentage of the total dwelling units as affordable units. Incentives to utilize the Inclusionary Incentive Overlay Zone include increased density and building height.

25-204.26.2 Bulk Requirements.

Inclusionary Incentive Overlay Zone—Schedule of District Regulations

Minimum Tract Size	Minimum Yard Requirements			Min. Lot Depth (Feet) (4)	Maximum		Maximum Density (dwelling units per acre)	Maximum Building Coverage (percent)	Maximum Impervious Coverage (percent)
	(Feet)				Building Height				
	Front	Rear	Side		Flat	Habitable			
	(1)	(2)	(3)		Pitched Roof	Stories			
25% of a Block	Schedule B	20% of lot depth	Schedule C	100	29 FT 34 FT	3	30	60	90

NOTES TO SCHEDULE –

- (1) In all zone districts, the minimum front yard setback shall be as indicated on Schedule B, "Schedule of Front Yard Setback Depths by Street." Where development is proposed on lots adjacent to a street not listed on Schedule B, the front yard shall be the average setback of the adjacent buildings on the entire block, as determined from a certified survey provided by the applicant/owner.
- (2) For lagoon-front, bay-front and oceanfront lots, the front yard shall be the street side and the rear yard shall be the waterside of the lot.
- (3) On corner lots, the minimum side yard setback shall be provided for the interior side yard and the larger setback shall be provided for the side yard adjoining the street.
- (4) The minimum required lot depth indicated shall be provided, except that lots existing at the time of adoption of this Ordinance with less than the required depth shall be deemed to be conforming for purposes of lot depth.

SCHEDULE B—Schedule of Front Yard Setback Depths by Street (Section 25-209.2)

SCHEDULE C—Schedule of Side Yard Setbacks (Section 25-209.3)

***Editor's Note:** Schedules B and C referred to herein may be found in Section 25-209.

25-204.26.3 Maximum Affordable Housing Set-aside

- a. Sale Units - The maximum affordable housing set-aside applied to sale units is twenty (20) percent of the total number of units in the development.
- b. Rental Units - The maximum affordable housing set-aside applied to rental units is fifteen (15) percent of the total number of units in the development.

25-204.26.4 Construction of Affordable Housing Units

Developers shall construct the affordable units required by this ordinance as follows:

- a. On the subject site;
- b. Elsewhere in the municipality as approved by the Planning Board or Zoning Board of Adjustment;
- c. Payment in lieu of construction providing the whole or fractional affordable units required, subject to the following:
 - (1) Payments in lieu of constructing affordable units may represent fractional affordable units. The affordable housing requirement shall not be rounded.
 - (2) The zoning ordinance may include specific criteria to be met for a development to be eligible to provide a payment in lieu. Examples of such criteria include, but are not limited to, minimum development size thresholds or environmental or site configuration concerns. Once criteria are established by ordinance, exercising the option shall be at the developer’s discretion.

- (3) The amount of payments in lieu of constructing affordable units on site shall be \$182,859.
- (4) Payments in lieu of constructing affordable units shall be deposited into an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.4 and subject to the provisions thereof.
- (5) Payments in lieu of constructing affordable housing shall not be permitted where affordable housing is not required. Zoning that does not require an affordable housing set-aside or permit a corresponding payment in lieu may be subject to a development fee ordinance pursuant to N.J.A.C. 5:97-8.3.

d. Affordable housing units shall be built in accordance with the following schedule:

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25 + 1 unit	10
50	50
75	75
90	10

- e. To the extent feasible, developers shall fully integrate the low- and moderate-income units with the market units.
- f. Affordable units shall utilize the same heating source as market-rate units within the inclusionary development and have access to all community amenities available to market-rate units and subsidized in whole by association fees.
- g. The first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.
- h. The affordable units shall comply with N.J.A.C. 5:97-9 and UHAC.

Section 2.

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

Jay A. Gillian, Mayor

Peter V. Madden, Council President

Summary -

Adopt an inclusionary overlay zone applicable to all R-2 zone districts, triggered by an assemblage of at least 25% of the land area of a block that is designated R-2 zone district. Increase the density from the current approximately 20 units/acre in duplexes (12 to 28 units/acre depending in lot location on the block) to 30 units/acre. Modify bulk standards; increase the maximum building height to three habitable stories. Expand permitted uses to include multifamily housing.

July 18, 2018

ORDINANCE NO. 18 - 19

AMENDING, REVISING AND SUPPLEMENTING XXV, ZONING AND LAND DEVELOPMENT ORDINANCE OF THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY TO PROVIDE FOR A MINIMUM SET ASIDE OF AFFORDABLE HOUSING UNITS TO MEET THE CITY OF OCEAN CITY'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH.

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

WHEREAS, the purpose of this section of the City of Ocean City's Zoning Ordinance is to establish a minimum required set aside of affordable housing units in any multifamily residential development or redevelopment in the City of Ocean City. It is the City of Ocean City's intention that this Ordinance is being adopted expressly for the purpose of assisting the City of Ocean City in meeting its affordable housing obligation.

BE IT ORDAINED by the Council of the City of Ocean City as follows:

SECTION 1

Chapter XXV, the Ocean City Zoning and Land Development Ordinance, be and hereby is amended to add the following new section as **ARTICLE 1901 AFFORDABLE HOUSING SET ASIDE**:

- a. Any multifamily residential development or redevelopment, that will contain five or more dwelling units shall comply with the following:
- b. A minimum of 15 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than 0.5 then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
- c. A minimum of 20 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than 0.5, then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction of greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
- d. The provisions of this Ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.
- e. At least half of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least 13 percent of the affordable units shall be affordable to very low-income households, with the very low-income units counted as part of the low-income requirement.

SECTION 2:

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3:

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4:

This Ordinance shall take effect upon passage and publication as provided by law.

Jay A. Gillian
Mayor

Peter V. Madden
Council President

ORDINANCE NO. 18-20

**AN ORDINANCE AMENDING CHAPTER XXV, ARTICLE 100, SECTION 25-107 OF THE
OCEAN CITY ZONING AND LAND DEVELOPMENT ORDINANCE TO
REVISE THE DEFINITION OF "MUNICIPAL USES" TO INCLUDE
CITY-SPONSORED AFFORDABLE HOUSING**

WHEREAS, the City of Ocean City has an obligation to create affordable housing units; and,

WHEREAS, a cost-effective way to create affordable housing units is to utilize land already owned by the City; and,

WHEREAS, revising the definition of "Municipal Uses" to include City-sponsored affordable housing would provide the City with the flexibility to utilize any land owned by the City for the construction of affordable housing units wherever it owns land;

NOW, THEREFORE, it is hereby ORDAINED by the Mayor and Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

SECTION 1

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

SECTION 2

Section 25-107, "Definitions", is hereby revised to include the following definition:

Municipal Uses shall include, but not be limited to, city sponsored affordable housing.

SECTION 3

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

SECTION 4

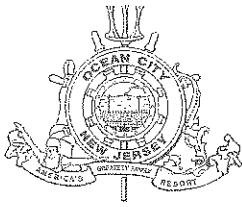
If any portion of this Ordinance is declared to be invalid by a Court of competent jurisdiction, it shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect.

SECTION 5

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

Jay A. Gillian, Mayor

Peter V. Madden, Council President



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: November 26, 2018
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Ordinance Including City-Sponsored Affordable Housing in the Definition of "Municipal Uses"

This ordinance is offered as part of Ocean City's strategy to satisfy its constitutional obligation to provide affordable housing.

In the Settlement Agreement between Ocean City and Fair Share Housing Center ("FSHC"), approved by City Council on July 12, 2018, the City committed to constructing ten (10) affordable family units. This ordinance would make City-sponsored construction of this type a "municipal use" and, therefore, a permitted use in all zones.

ORDINANCE NO. 18-21

**AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING FAIR SHARE ORDINANCE OF THE REVISED ORDINANCES OF OCEAN CITY, CAPE MAY COUNTY, NEW JERSEY (ARTICLE 2000 OF THE OCEAN CITY ZONING AND LAND DEVELOPMENT ORDINANCE) TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE CITY'S AFFORDABLE HOUSING OBLIGATIONS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
("Affordable Housing Ordinance")**

BE IT ORDAINED by the Council of the City of Ocean City, County of Cape May and State of New Jersey, that Article 2000 of the Ocean City Zoning and Land Development Ordinance is hereby deleted, replaced and superseded hereby to include provisions addressing Ocean City's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Ocean City Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan have been endorsed by the governing body. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

On the first anniversary of the entry of the Order granting Ocean City a Final Judgment of Compliance and Repose in IMO Application of the City of Ocean City, Docket No. CPM-L-305-15 and every anniversary thereafter through the end of the Repose period, the City shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

On the first anniversary of the entry of the Order granting Ocean City a Final Judgment of Compliance and Repose in IMO Application of the City of Ocean City, Docket No. CPM-L-305-15 and every anniversary thereafter through the end of the Repose period, the City shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with copies provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Court-appointed Special Master and Fair Share Housing Center.

For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be

replaced. Any interested party may by motion request a hearing before the Court regarding these issues.

For the review of very low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the Order granting Ocean City a Final Judgment of Compliance and Repose in IMO Application of the City of Ocean City, Docket No. CPM-L-305-15, and every third year thereafter, the City will post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, on the issue of whether the municipality has complied with its very low-income housing obligation.

SECTION 1:

25-2000.1 Purpose.

The purpose of this ordinance is to provide for and regulate affordable housing in the City.

25-2000.2 Definitions.

The following terms when used in this Ordinance shall have the meanings given in this Section:

ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Sub code, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity designated by the City to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE

The average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT

A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the City's fair share obligation, and includes, but is not limited to, rehabilitation, a Market Affordable Program and a municipal construction project or a 100 percent affordable housing development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGENCY

The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

AGE-RESTRICTED UNIT

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ALTERNATIVE LIVING ARRANGEMENTS

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD

A household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

COAH

The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

DCA

The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT

A housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50 percent or less of the **regional** median household income **by household size**.

LOW-INCOME UNIT

A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the **regional** median household income **by household size**.

MODERATE-INCOME UNIT

A restricted unit that is affordable to a moderate-income household.

MULTIFAMILY UNIT

A structure containing five or more dwelling units.

NON-EXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS

A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT

The maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Sub code, N.J.A.C. 5:23-6.

RENT

The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

VERY LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 30 percent or less of the **regional** median household income **by household size**.

VERY LOW-INCOME UNIT

A restricted unit that is affordable to a very low-income household.

WEATHERIZATION

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

25-2000.3 Applicability.

The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the City of Ocean City pursuant to the City's most recently adopted Housing Element and Fair Share Plan.

25-2000.4 Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
 1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court.
 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

- C. Unless otherwise specified by agreement or ordinance the service provider operating the alternative living arrangement shall be the administrative agent for the alternative living arrangement.

25-2000.5 Zoning

Ocean City is constitutionally obligated to provide a realistic opportunity to comply with its affordable housing obligation. Creating two new affordable housing zones creates a realistic opportunity for the construction of affordable housing. The zones shall be as follows:

Inclusionary R-2 Zone Districts Assemblage Incentive Overlay Zone

25-204.2 Non-Discrete Residential Two-Family Zones.

R-2-30, R-2-40, R-2-50, R-2-60. (Ord. #00-05, §3; Ord. #00-06, §4; Ord. #02-19)

25-204.2.1 Purpose.

The Non-Discrete Residential Two-Family Zones established in subsection 25-201.1.1 of this Ordinance are intended to provide and maintain residential areas for detached two (2) family dwellings in those areas in Ocean City where this type of housing has either traditionally developed or is currently the predominant land use type. (Ord. #02-19) In an effort to increase housing diversity and provide realistic opportunities for affordable housing, development of two-family and multi-family at increased densities will be permitted in accord with Section 25-204.26.

25-204.2.2 Permitted Uses.

- a. One (1) family dwellings;
- b. Two (2) family dwellings;
- c. Two (2) family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- d. Multi-family dwellings subject to Inclusionary Incentive Overlay Zone pursuant to §25-204.26;
- e. Essential services.

(Ord. #02-19)

25-204.2.3 Conditional Uses. [NO CHANGE TO THIS SECTION]

25-204.2.4 Permitted Accessory Uses. [NO CHANGE TO THIS SECTION]

25-204.2.5 Bulk Requirements. [NO CHANGE TO THIS SECTION]

25-204.2.6 Rear Yard. [NO CHANGE TO THIS SECTION]

NEW SECTION

25-204.26

Inclusionary Incentive Overlay Zone

25-204.26.1 Purpose.

The Inclusionary Incentive Overlay Zone is intended to increase the diversity of housing and provide realistic opportunities for affordable housing as defined at NJAC 5:97-1.4. Development of two-family dwellings and multi-family dwellings in accord

with this ordinance are required to set aside a percentage of the total dwelling units as affordable units. Incentives to utilize the Inclusionary Incentive Overlay Zone include increased density and building height.

25-204.26.2 Bulk Requirements.

Inclusionary Incentive Overlay Zone—Schedule of District Regulations

Minimum Tract Size	Minimum Yard Requirements (Feet)			Min. Lot Depth (Feet) (4)	Maximum Building Height		Maximum Density (dwelling units per acre)	Maximum Building Coverage (percent)	Maximum Impervious Coverage (percent)
	Front (1)	Rear (2)	Side (3)		Flat Pitched Roof	Habitable Stories			
25% of a Block	Schedule B	20% of lot depth	Schedule C	100	29 FT 34 FT	3	30	60	90

NOTES TO SCHEDULE –

- (1) In all zone districts, the minimum front yard setback shall be as indicated on Schedule B, "Schedule of Front Yard Setback Depths by Street." Where development is proposed on lots adjacent to a street not listed on Schedule B, the front yard shall be the average setback of the adjacent buildings on the entire block, as determined from a certified survey provided by the applicant/owner.
- (2) For lagoon-front, bay-front and oceanfront lots, the front yard shall be the street side and the rear yard shall be the waterside of the lot.
- (3) On corner lots, the minimum side yard setback shall be provided for the interior side yard and the larger setback shall be provided for the side yard adjoining the street.
- (4) The minimum required lot depth indicated shall be provided, except that lots existing at the time of adoption of this Ordinance with less than the required depth shall be deemed to be conforming for purposes of lot depth.

SCHEDULE B—Schedule of Front Yard Setback Depths by Street (Section 25-209.2)
SCHEDULE C—Schedule of Side Yard Setbacks (Section 25-209.3)

***Editor's Note:** Schedules B and C referred to herein may be found in Section 25-209.

25-204.26.3 Maximum Affordable Housing Set-aside

- a. Sale Units - The maximum affordable housing set-aside applied to sale units is twenty (20) percent of the total number of units in the development.
- b. Rental Units - The maximum affordable housing set-aside applied to rental units is fifteen (15) percent of the total number of units in the development.

25-204.26.4 Construction of Affordable Housing Units

Developers shall construct the affordable units required by this ordinance as follows:

- a. On the subject site;
- b. Elsewhere in the municipality as approved by the Planning Board or Zoning Board of Adjustment;
- c. Payment in lieu of construction providing the whole or fractional affordable units required, subject to the following:

- (1) Payments in lieu of constructing affordable units may represent fractional affordable units. The affordable housing requirement shall not be rounded.
- (2) The zoning ordinance may include specific criteria to be met for a development to be eligible to provide a payment in lieu. Examples of such criteria include, but are not limited to, minimum development size thresholds or environmental or site configuration concerns. Once criteria are established by ordinance, exercising the option shall be at the developer's discretion.
- (3) The amount of payments in lieu of constructing affordable units on site shall be \$182,859.
- (4) Payments in lieu of constructing affordable units shall be deposited into an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.4 and subject to the provisions thereof.
- (5) Payments in lieu of constructing affordable housing shall not be permitted where affordable housing is not required. Zoning that does not require an affordable housing set-aside or permit a corresponding payment in lieu may be subject to a development fee ordinance pursuant to N.J.A.C. 5:97-8.3.

d. Affordable housing units shall be built in accordance with the following schedule:

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25 + 1 unit	10
50	50
75	75
90	10

- e. To the extent feasible, developers shall fully integrate the low- and moderate-income units with the market units.
- f. Affordable units shall utilize the same heating source as market-rate units within the inclusionary development and have access to all community amenities available to market-rate units and subsidized in whole by association fees.
- g. The first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.
- h. The affordable units shall comply with N.J.A.C. 5:97-9 and UHAC.

Inclusionary Housing Option in Business Zone Districts

25-208.2.5 Residential Dwelling Units.

Editor's Note: Former subsection 25-208.2.5, Hotels and Motels, previously codified herein and containing portions of Ordinance No. 06-33, was repealed in its entirety by Ordinance No. 07-37.

Residential dwelling units may be permitted as a conditional use within those zones specified, subject to the following:

- a. Residential dwelling units shall not occupy any part of the first (grade-level) floor of any building, except where specifically permitted by this Ordinance.
- b. Eating establishments including but not limited to cafes, coffee shops, luncheonettes, pizzerias, restaurants and snack shops, candy, nut, confectionery stores, and bakeries shall not be prohibited or limited at any time or by any means including, but not limited to conditions contained within a master deed, deed restriction, Certificate of Occupancy, Mercantile License, Certificate of Zoning Compliance or other instrument.

This requirement shall be memorialized in the decision and resolution approving the site plan and shall be promptly recorded thereafter.

c. *Density.* The maximum permitted Base density, Inclusionary density, Inclusionary Building Height and Habitable Stories within the Neighborhood Business Zone and 34th Street Gateway Zone shall be as follows:

<i>Lot Area</i>	<i>Base Density</i>	<i>Inclusionary Density (Dwelling Units/Acre)¹</i>	<i>Maximum Inclusionary Building Height, Habitable Stories</i>
Up to 3,999 sf	1 dwelling unit	NA	NA
4,000 sf and greater	1 dwelling unit/each 2,000 sf of lot area	16	34 FT 3

d. *Density in the Central Business (CB) Zone, Central Business-1 (CB-1 Zone) and Drive-in Business (DB) Zone.* The maximum permitted Base density, Inclusionary density, Inclusionary Building Height and Habitable Stories in the Central Business (CB) Zone, Central Business-1 (CB-1) Zone and Drive-in Business (DB) Zone shall be as follows:

<i>Zone District</i>	<i>Base Density (Dwelling Units/Acre)</i>	<i>Inclusionary Density (Dwelling Units/Acre)²</i>	<i>Maximum Inclusionary Building Height, Habitable Stories</i>
Central Business (CB)	30	40	40 FT 4
Central Business (CB-1)	30 33 (West Avenue only)	40	40 FT 4
Drive-in Business (DB)	30	40	40 FT 4

e. Off-street parking spaces shall be provided as required by the Residential Site Improvement Standards (NJAC 5:21 et seq.).

(6) Inclusionary Housing Requirements.

a. **Maximum Affordable Housing Set-aside**

- i. Sale Units - The maximum affordable housing set-aside applied to sale units is twenty (20) percent of the total number of units in the development.
- ii. Rental Units - The maximum affordable housing set-aside applied to rental units is fifteen (15) percent of the total number of units in the development.

b. **Construction of Affordable Housing Units**

Developers shall construct the affordable units required by this ordinance as follows:

1

¹ Development utilizing the Inclusionary Density shall comply with Section 25-208.2.5f.

2

¹ Development utilizing the Inclusionary Density shall comply with Section 25-208.2.5f.

- i. On the subject site;
- j. Elsewhere in the municipality as approved by the Planning Board or Zoning Board of Adjustment;
- k. Payment in lieu of construction providing the whole or fractional affordable units required, subject to the following:
 - a. Payments in lieu of constructing affordable units may represent fractional affordable units. The affordable housing requirement shall not be rounded.
 - b. The zoning ordinance may include specific criteria to be met for a development to be eligible to provide a payment in lieu. Examples of such criteria include, but are not limited to, minimum development size thresholds or environmental or site configuration concerns. Once criteria are established by ordinance, exercising the option shall be at the developer's discretion.
 - c. The amount of payments in lieu of constructing affordable units on site shall be \$182,859.
 - d. Payments in lieu of constructing affordable units shall be deposited into an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.4 and subject to the provisions thereof.
 - e. Payments in lieu of constructing affordable housing shall not be permitted where affordable housing is not required. Zoning that does not require an affordable housing set-aside or permit a corresponding payment in lieu may be subject to a development fee ordinance pursuant to N.J.A.C. 5:97-8.3.
- l. Affordable housing units shall be built in accordance with the following schedule:

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25 + 1 unit	10
50	50
75	75
90	10

- m. To the extent feasible, developers shall fully integrate the low- and moderate-income units with the market units.
- n. Affordable units shall utilize the same heating source as market-rate units within the inclusionary development and have access to all community amenities available to market-rate units and subsidized in whole by association fees.
- o. The first floor of all townhouse dwelling units and all other multistory dwelling units comply with N.J.A.C. 5:97-3.14.
- p. The affordable units shall comply with N.J.A.C. 5:97-9 and UHAC.

(Ord. #07-37, §3; Ord. #07-31, §3; Ord. #08-01, §2; Ord. #10-09, §6; Ord. #14-31; Ord. #2016-15 §5)

Mandatory Set Aside Overlay Ordinance

ARTICLE 1901 AFFORDABLE HOUSING SET ASIDE:

- a. Any multifamily residential development or redevelopment, that will contain five or more dwelling units shall comply with the following:
- b. A minimum of 15 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than 0.5 then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
- c. A minimum of 20 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than 0.5, then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction of greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
- d. The provisions of this Ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.
- e. At least half of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least 13 percent of the affordable units shall be affordable to very low-income households, with the very low- income units counted as part of the low-income requirement.

25-2000.6 Phasing Schedule for Inclusionary Zoning.

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

25-2000.7 New Construction.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13 percent of all restricted rental units shall be very low-income units (affordable to a household earning 30 percent or less of median income). The very low-income units shall be counted as part of the required number of low-income units within the development.
2. At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
3. A maximum of 25 percent of the City's obligation may be met with age restricted units. At least half of all affordable units in the City's plan shall be available to families.
4. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.

5. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

- a. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
- b. At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
- c. At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
- d. The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

6. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

B. Accessibility Requirements

The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

1. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

- a. An adaptable toilet and bathing facility on the first floor; and
- b. An adaptable kitchen on the first floor; and
- c. An interior accessible route of travel on the first floor; and
- d. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
- e. If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
- f. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free Sub Code, N.J.A.C. 5:23-7, or evidence that Ocean City has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - i. Where a unit has been constructed with an adaptable entrance, upon the request of a person with disabilities who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - ii. To this end, the builder of restricted units shall deposit funds within the City of Ocean City's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

- iii. The funds deposited under paragraph 6) b) above shall be used by the City of Ocean City for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- iv. The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the City of Ocean City for the conversion of adaptable to accessible entrances.
- v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the City's Affordable Housing Trust Fund in care of the City Chief Financial Officer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- vi. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

C. Design:

- 1. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- 2. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum Rents and Sales Prices:

- 1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH or a successor entity.
- 2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.
- 3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, earning 30 percent or less of the regional median household income.
- 4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one- and one-half-person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - e. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one- and one-half-person household; and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
10. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for its Section 8 program.

25-2000.9 Occupancy Standards.

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sexes with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two persons from occupying a single bedroom.

25-2000.10 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Ocean City takes action to release the unit from such requirements; prior to such action, a restricted ownership unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

25-2000.11 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

25-2000.12 Buyer Income Eligibility.

A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

B. Notwithstanding the foregoing, however, the Administrative Agent may, upon approval by the City Council, and subject to the Court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the Administrative Agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.

C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

25-2000.13 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

25-2000.14 Capital Improvements to Ownership Units.

A. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

25-2000.15 Control Periods for Restricted Rental Units.

A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Ocean City takes action to release the unit from such requirements. Prior to such action, a restricted rental unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Cape May. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very low, low- or moderate-income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

25-2000.16 Rent Restrictions for Rental Units; Leases.

A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15 percent of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

25-2000.17 Tenant Income Eligibility.

A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.

Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

2. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16,

as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

C. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

25-2000.18 Municipal Housing Liaison.

A. The City of Ocean City shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. Ocean City shall adopt an Ordinance creating the position of Municipal Housing Liaison. Ocean City shall adopt a Resolution appointing a Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

B. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Ocean City, including the following responsibilities which may not be contracted out to the Administrative Agent:

1. Serving as Ocean City's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
2. Monitoring the status of all restricted units in Ocean City's Fair Share Plan;
3. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;
4. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

C. Subject to the approval of the Court, the City of Ocean City shall designate one or more Administrative Agent(s) to administer newly constructed affordable units in accordance with UHAC. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the City Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the contracting Administrative Agent(s).

25-2000.19 Administrative Agent.

The Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. For new sale and rental developments, all of the fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. For resales, single family homeowners and condominium homeowners shall be required to pay three percent of the sales price for services provided by the Administrative Agent related to the resale of their homes. That fee shall be collected at closing and paid directly to the Administrative Agent. The Administrative Agent shall perform the duties and responsibilities of an

Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the City of Ocean City and the provisions of N.J.A.C. 5:80-26.15; and
2. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
5. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
6. Employing a random selection process as provided in the Affirmative Marketing Plan of the City of Ocean City when referring households for certification to affordable units.

C. Affordability Controls:

1. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
2. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Cape May County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Re-rentals:

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
2. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners:

1. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

1. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
3. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
4. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
5. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
6. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the City Council and the Court, setting forth procedures for administering the affordability controls.

G. Additional Responsibilities:

1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet any monitoring requirements and deadlines imposed by the Court.
3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

25-2000.20 Affirmative Marketing Requirements.

- A. The City of Ocean City shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. In addition, as a result of the Settlement Agreement with FSHC, the Affirmative Marketing Plan shall require the notification of the New Jersey State Conference of the NAACP, the Mainland/Pleasantville Mizpah, the Supportive Housing Association, the NAACP Atlantic City and Cape May Branch, FSHC and the Latino Action Network of affordable housing opportunities. It is a continuing program that directs marketing activities toward Housing Region 6 and is required to be followed throughout the period of restriction.
- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 6, comprised of Cape May, Cape May, Cumberland and Salem Counties.
- D. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the City of Ocean City shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
- E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
- G. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Pre-applications shall be emailed or mailed to prospective applicants upon request.
- I. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

25-2000.21 Enforcement of Affordable Housing Regulations.

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - a. A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Ocean City Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - b. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
2. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
 - a. The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such

deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- c. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- e. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- f. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

25-2000.22 Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

SECTION 2:

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3:

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4:

This Ordinance shall take effect upon passage and publication as provided by law.

Jay A. Gillian, Mayor

Peter V. Madden, Council President

ORDINANCE NO. 18-22

AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND STANDARDS GOVERNING THE ZONING OF LAND WITH THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY, PURSUANT TO THE AUTHORITY SET FORTH AS CHAPTER 55 OF TITLE 40 OF THE REVISED STATUTES AND AMENDMENTS AND SUPPLEMENTS THERETO, SETTING FORTH A DEVELOPMENT FEE TO BE APPLIED BY THE PLANNING BOARD, ZONING BOARD AND THE GOVERNING BODY IN THE DEVELOPMENT OF LAND

BE IT ORDAINED by the Council of the City of Ocean City, County of Cape May and State of New Jersey, that Article 1900 of the Ocean City Zoning and Land Development Ordinance is hereby deleted, replaced and superseded by the following:

SECTION 1

25-1900 AFFORDABLE HOUSING DEVELOPMENT FEES.

Prior Ordinance history includes portions of Ordinance No. 99-14, -6-30 and 11-28.

25-1900.1 Title.

This ordinance shall be known and may be cited as:

DEVELOPMENT FEE ORDINANCE OF CITY OF OCEAN CITY

25-1900.2 Purpose.

- a. In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- b. Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- c. This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

25-1900.3 Basic Requirements.

- a. This ordinance shall not be effective until approved by the Court.
- b. The City of Ocean City shall not spend development fees until the Court has approved a plan for spending such fees.

25-1900.4 Definitions.

The following terms, as used in this ordinance, shall have the following meanings:

Affordable Housing Development means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

COAH or the *Council* means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

Development Fee means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:97-8.3*.

Developer means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

Equalized Assessed Value means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

Green Building Strategies means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community service.

25-1900.5 Residential Development Fees.

a. *Imposed Fees.*

1. Within the City of Ocean City residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one- and one-half percent (1.5%) of the equalized assessed value for residential development provided no increased density is permitted.
2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers is required to pay a development fee of six percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal one- and one-half percent (1.5%) of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b. *Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.*

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, developments where the developer has made a payment in lieu of on-site construction of affordable units, nonprofit institutions and other tax-exempt entities shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall

be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

3. Development fees shall be imposed and collected when an existing structure, other than a detached single-family dwelling, is constructed, demolished and replaced, or expanded (if the expansion is not otherwise exempt from the development fee requirement). The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. Existing detached single-family dwellings that are reconstructed, renovated or expanded shall be exempt from development fees.
5. Developers of existing lots that result in the construction of a detached single-family home shall be exempt from paying a development fee provided the single-family home is not the result of a subdivision. If the single-family home is the result of a subdivision, a development fee shall apply to all single-family homes which are a net increase over the number of homes on the site prior to the subdivision.
6. For the demolition of an existing residential structure with a replacement of two or more residential structures, the development fee shall be calculated by subtracting the equalized assessed value at the time of the structure demolition from the equalized assessed value of the new residential replacements.
7. Owner occupied residential structures demolished and replaced as a result of a fire, flood or natural disaster shall be exempt from paying a development fee.

25-1900.6 Non-Residential Development Fees.

a. Imposed Fees.

1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
2. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b. Eligible Exactions, Ineligible Exactions and Exemptions for Non-Residential Development.

1. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
2. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
5. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the City of Ocean City as a lien against the real property of the owner.

25-1900.7 Collection Procedures.

- a. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e. The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g. Should the City of Ocean City fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- h. The developer shall pay 100 percent of the calculated development fee amount prior to the municipal issuance of a final certificate of occupancy for the subject property.
- i. *Appeal of Development Fees.*

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the City of Ocean City. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
2. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the City of Ocean City. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

25-1900.8 Affordable Housing Trust Fund.

- a. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 1. Payments in lieu of on-site construction of affordable units;
 2. Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with the City of Ocean City's affordable housing program.
- c. Within seven days from the opening of the trust fund account, the City of Ocean City provided COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- d. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

25-1900.9 Use of Funds.

- a. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City of Ocean City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and

related costs, accessory apartments, market to affordable, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted by the Court and specified in the approved spending plan.

- b. Funds shall not be expended to reimburse the City of Ocean City for past housing activities.
- c. At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
 - 1. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, and assistance with emergency repairs.
 - 2. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
 - 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- d. The City of Ocean City may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

25-1900.10 Monitoring.

The City of Ocean City shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, the Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on

site(if permitted by Ordinance or by an Agreement with the City), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Ocean City's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

25-1900.11 Ongoing Collection of Fees.

The ability of the City of Ocean City to impose, collect and expend development fees shall expire with its Judgement of Compliance unless the City of Ocean City has filed an adopted Housing Element and Fair Share Plan with the Court or a designated State administrative agency, has petitioned for a Judgement of Compliance from the Court and has received approval of its development fee ordinance. If the City of Ocean City fails to renew its ability to impose and collect development fees prior to the expiration of the Judgement of Compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (N.J.S.A. 52:27D-320). The City of Ocean City shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgement of Compliance, nor shall the City of Ocean City retroactively impose a development fee on such a development. The City of Ocean City shall not expend development fees after the expiration of its Judgement of Compliance.

SECTION 2

Severability.

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

Repealer.

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

SECTION 4

Effective date.

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

Jay A. Gillian, Mayor

Peter V. Madden, Council President

Summary -

The adoption of this ordinance is part of Ocean City's Affordable Housing strategy.

This ordinance replaces and updates existing Article 1900, which is the City's Development Fee Ordinance, and which requires fees to be paid into the City's affordable housing trust fund by developers of certain new constructions projects.

The major substantive changes to the existing ordinance are as follow:

- References the Council on Affordable Housing (COAH) are replaced with the Court in recognition of the Court's role in providing oversight over the City's use of fees in its affordable housing trust fund.
- The Residential Development Fee is increased from 1% to 1.5%.
- Owner-occupied residential structures demolished and replaced as a result of fire, flood or other natural disaster are exempted from paying a development fee.
- The monitoring requirements are revised to reflect the monitoring to which the City agreed in the Settlement Agreement between the City and Fair Share Housing Center, approved by City Council on July 12, 2018.

ORDINANCE NO. 18-23

**AN ORDINANCE AMENDING CHAPTER II, PART I, ARTICLE I,
SECTION 2-1, ADMINISTRATIVE CODE, OF THE REVISED
GENERAL ORDINANCES OF THE CITY OF OCEAN CITY
(Repeal Term Limits on Boards, Authorities and Commissions)**

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

WHEREAS, qualified volunteer citizen leaders who serve on the City's Boards, Authorities and Commissions constitute an integral part of good government in Ocean City; and,

WHEREAS, limiting the term of volunteer citizen leaders can have the effect of depriving the municipality of experienced, qualified individuals still willing to serve the city;

NOW, THEREFORE, in order to allow the Mayor and City Council to draw on the talents of members of Ocean City Boards, Authorities and Commissions for more than two (2) terms in appropriate situations, it is hereby ordained:

SECTION 1

Section 2-8, "TERM LIMITATIONS," of the Revised General Ordinances of the City of Ocean City is hereby deleted.

SECTION 2

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

SECTION 3

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

SECTION 4

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

Jay A. Gillian, Mayor

Peter V. Madden, Council President

ORDINANCE NO. 18-13

**AN ORDINANCE AUTHORIZING THE CITY OF OCEAN CITY TO CONVEY TO
THE COUNTY OF CAPE MAY, BLOCK 811.01, LOT 4 FOR THE SUM
OF \$650,000 AND TO EXECUTE A LEASING AND MANAGEMENT
AGREEMENT WITH THE COUNTY OF CAPE MAY**

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

Section 1. Findings of Fact.

A. The City of Ocean City is the owner of the real property located at Block 811.01, Lot 4 (“the Property”).

B. The City now wishes to convey the Property to the County of Cape May for the sum of \$650,000.

C. Upon conveying the Property to the County, the City will also execute a Leasing and Management Agreement with the County of Cape May, wherein the City of Ocean City will lease the Property from the County for a term of 25 years with an option to extend the lease and additional term of 25 years. The lease will authorize the City to be exclusively responsible for the care, maintenance, custody and scheduling of recreational activities on the Property.

D. Upon the sale of the Property and execution of the Leasing and Management Agreement, Ocean City shall be solely responsible for any and all costs associated with the management, control, maintenance or care of the Property.

E. It is in the best interests of Ocean City to convey the Property to the County of Cape May as the City’s use and enjoyment of the Property will not be altered and the City will continue to utilize the Property for recreational and open space purposes in the same manner as has been accomplished since its acquisition.

F. In accordance with the County’s request, the City agrees not to list the Property on the Green Acres Recreation and Open Space Inventory (ROSI).

G. The City is authorized to convey the Property to the County and execute the Leasing and Management Agreement pursuant to the provisions of N.J.S.A. 40A:12-13(b)(1).

Section 2. Authorizing Sale of the Property.

The Findings of Fact are hereby adopted by City Council. The City of Ocean City is hereby authorized to convey to the County of Cape May Block 811.01, Lot 4 for the sum of \$650,000 upon the terms and conditions of the Contract for Sale of Real Estate attached hereto as Exhibit A. The Mayor or his designee is hereby authorized to execute appropriate documents to

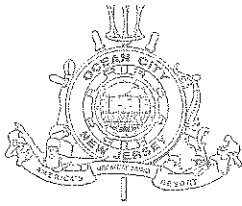
effectuate the sale.

Section 3. Authorization of Leasing and Management Agreement.

The City of Ocean City is hereby authorized to enter a Leasing and Management Agreement and the Mayor or his designee is hereby authorized to execute the Leasing and Management Agreement with the County of Cape May, a copy of which is attached hereto as Exhibit B.

Section 4.

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: October 12, 2018
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Ordinance Authorizing the Conveyance of 1-7 9th Street (Block 811.01, Lot 4) to the County of Cape May for the Sum of \$650,000 and Authorizing the Execution of a Leasing and Management Agreement with the County of Cape May Therefor

The attached ordinance would authorize the Mayor or his designee to sign all documents required to sell the former Getty Station property, 1-7 9th Street, shown on the tax map as Block 811.01, Lot 4, to Cape May County for \$650,000, and to enter into a leasing and management contract regarding the said property.

The contract for this sale and the execution of a leasing and management agreement with the County for Ocean City's operation of the property was previously authorized by City Council by Resolution on July 12, 2018. The leasing and management agreement has a term of 25 years, with an option to extend for an additional 25 years.

The County's purchase is being made through its Open Space program. The County's agreement to purchase the property requires the City's commitment not to list the Property on the Green Acres Recreation and Open Space Inventory (ROSI).

LEASING AND MANAGEMENT AGREEMENT

THIS AGREEMENT, made on this day of , 2018, between THE COUNTY OF CAPE MAY (hereinafter referred to as "County"), whose offices are located at 4 Moore Road, Cape May Court House, New Jersey 08210, and THE CITY OF OCEAN CITY (hereinafter referred to as "City"), whose offices are located at 861 Asbury Avenue, Ocean City, New Jersey 08226.

WHEREAS, the City owns property identified as Block 811.01, Lot 4 in the City of Ocean City (the "Property"); and

WHEREAS, the City has affirmatively requested that the County consider purchasing Block 811.01, Lot 4, pursuant to the County's Open Space and Farmland Preservation Program; and

WHEREAS, this request was formalized in a document entitled "Open Space Application", dated April 12, 2018 and executed by Jim Mallon, Administrator for the City of Ocean City, a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Application"); and

WHEREAS, the referenced Application was recommended for approval by the County's Open Space Review Board; and

WHEREAS, the County and the City have negotiated a mutually agreeable purchase price; and

WHEREAS, the County's Board of Chosen Freeholders has authorized the acquisition of the referenced property, subject to the consummation of this present Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. All of the above recitals are incorporated herein by reference, as if repeated at length.
2. It is acknowledged by the City that the County has agreed to purchase this Property for the Open Space Program in specific reliance on the City's affirmative expressions of willingness to assume immediate and complete responsibility for the care, management, control, maintenance, insurance and general operation of the property and any future improvements (see #3 below). The County has not appropriated funds in the current fiscal year, nor does it intend to appropriate funds in subsequent years, for the care, custody, policing, management, control, maintenance, insurance and general operation of the said Property, and it is anticipated that all such appropriations shall be forthcoming

from the City, on an annual basis, in amounts reasonably suitable to the needs of the Property.

3. Effective on the date and time of closing between the County and the City, this present Agreement shall constitute a lease of the said Property from the County (as Landlord) to the City (as Tenant), for a term of twenty-five (25) years. The City shall have the option to renew this lease for an additional term of twenty-five (25) years, provided that it notifies the County in writing of its desire to exercise this option at least six months prior to the termination of the original term, and further provided that it is not then in breach of any of its obligations under this Agreement.

4. In consideration for this lease, the City shall pay to the County the sum of \$1.00, and it shall also immediately undertake and assume complete responsibility for the care, management, control, maintenance and general operation, including payment for insurance and utilities of the subject Property (including all current and future improvements and fixtures thereon). It is the intent of this Agreement that the County shall have no financial obligations or liabilities whatsoever in connection with the Property, other than the obligation to fund the \$650,000.00 purchase of fee simple title in a manner and terms as dictated by the promissory. The City is required to adequately maintain the property. For special or limited time events, the City may fulfill some or all of its obligations under this paragraph by contracting for appropriate services with qualified and reputable third parties.

5. It is understood and agreed between the parties that title to this Property must, by statute, be held by the County in an Open Space, Recreation, and Farmland and Historic Preservation Trust and it is further understood that the Property must be used exclusively for purposes authorized under the governing legislation (N.J.S.A. 40:12-15.1, et seq).

6. It is further agreed that the City shall assume the obligations and prerogatives which would otherwise apply to the governing body of the County as owner of the Property. In particular, it is understood that:

- a) The City shall annually appropriate such amounts as it may deem necessary for the care, custody, policing, and maintenance of the Property (including improvements), and provide the County Planning Department with documentation of the annual maintenance budget of this facility; and
- b) Subject to the restrictions of the Open Space and Farmland Preservation Program, the City shall have full control of the

Property and all recreational functions and may enact local legislation providing for suitable rules, regulations and by-laws for its use, and providing also for the enforcement thereof; and

- c) The City may, when appropriate, enact local legislation imposing charges and collecting reasonable fees for the use of the Property or for activities conducted thereon.

However, enactments by the City under subparagraphs (b) and (c), above, with the exception of determination of recreational use, shall be subject to the approval of the governing body of the County, or its designee, which approval shall not be unreasonably withheld. Any such enactments shall not become effective until the governing body of the County adopts a Resolution consenting to same.

7. The City agrees to operate, improve and maintain the Property in a manner which is at all times and in every way consistent with the definition of "Recreation and Conservation Purposes" articulated in N.J.S.A. 40:12-15.1. The City shall obtain the approval of the governing body of the County, or its designee, before effecting the alteration, demolition or construction of any improvements or fixtures on the property. The County's consent shall not be unreasonably withheld.

8. Upon completion of the project, the City is required to install a permanent marker or plaque recognizing the collaborative partnership between the City and the County and acknowledging funding through the Cape May County Open Space & Farmland Preservation Trust Fund. The signage will be in a manner and template form approved and provided by the County and the Cape May County Open Space Review Board.

Any sponsorship signage, such as

- (a) "permanent/structural" items (i.e., baseball scoreboard, pressbox, embedded logo on turf field); and
- (b) temporary signage (i.e., banners on outfield fences)

displayed at the recreation area shall require

- (a) a list of intended sponsors; and
- (b) approval by the Open Space Review Board and/or Freeholder Board, which shall not be unreasonably withheld, conditioned or delayed.

9. To the fullest extent permitted by law, and at its sole expense, the City shall defend, indemnify, protect and hold harmless the County, its officers, agents, servants and employees from and against any and all damages, claims, losses, liabilities of any sort, judgments, suits or demands of whatever kind or nature relating to or claimed to relate to this property, including claims of negligence against the County, except to the extent that any damages, claims, losses, liabilities of any sort, judgments, suits or demands are sustained due to the sole negligence of the County. The City further agrees that it shall name annually the County as an additional primary insured on a general liability insurance policy annually with coverage at least equal to \$3 million per bodily injury or property damage occurrence, in order to effectuate the defense and indemnity provisions set forth above. It is the parties' intention that this Agreement shall be interpreted to be broad in nature, whereby each party agrees to indemnify the other for its own acts unless it is determined that one party alone was solely negligent.

10. In the event that the City ceases to operate and maintain the Property in a manner consistent with this Agreement and with the terms and provisions of N.J.S.A. 40:12-15.1, et seq., during the term of this lease, or any renewals hereof, the County may, at its option, either:

- a) Bring an action for specific performance of this Agreement (it being hereby stipulated by the parties that the subject matter of this Agreement is of such a special nature that legal remedies for a breach are inadequate); or
- b) Declare this Agreement to be terminated, at which point the City shall have no further rights with respect to the Property and shall surrender possession of same, including any improvements, to the County.

11. Notices under this Agreement shall be in writing and shall be forwarded as follows:

- a) As to the City:
City Clerk
City of Ocean City
861 Asbury Avenue
Ocean City, New Jersey 08226

With a copy to the City Solicitor, care of the same address;
and

- b) As to the County:
Clerk of the Board
County of Cape May
4 Moore Road
Cape May Court House, New Jersey 08210.

With a copy to the County Counsel, care of the same address.

IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli
Clerk of the Board

By:

Gerald M. Thornton
Freeholder Director

Date: _____

APPROVED AS TO FORM:

Jeffrey R. Lindsay, Esq.
County Counsel

ATTEST:

CITY OF OCEAN CITY

Melissa Bovera

Melissa Bovera
Municipal Clerk

By:

Jay A. Gillian

Jay A. Gillian
Mayor

Date: 8/2/18

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on _____, 2018

BETWEEN **THE CITY OF OCEAN CITY, a municipal corporation of the State of New Jersey,**

whose address is 861 Asbury Avenue
Ocean City, New Jersey 08226

referred to as the "Seller",

AND **THE COUNTY OF CAPE MAY, a public body corporate and politic of the State of New Jersey**

whose address is 4 Moore Road
Cape May Court House, New Jersey 08210

referred to as the "Buyer".

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the Property described in this contract.

2. Property. The property (called the "Property") to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The Real Property to be sold is commonly known as a tract at 1-7 West Ninth Street, City of Ocean City, County of Cape May, State of New Jersey. It is shown on the municipal tax map as Block 811.01, Lot 4.

3. Purchase Price. The purchase price is \$650,000.00.

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Previously paid by the Buyer (initial deposit)	\$	0.00
Upon signing of this Contract (balance of deposit)	\$	0.00
Cash at Closing	\$	650,000.00

5. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to make settlement as soon as possible. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210.

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

7. Type of Deed. Seller agrees to provide and the Buyer agrees to accept a bargain and sale deed with covenants against grantors' acts.

8. Physical Condition of the Property. This Property is being sold "as is." The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale, other than the representations contained herein below in paragraphs 25, 26, 30 and 32. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear. Seller agrees to leave the Property free of debris.

9. Risk of Loss. The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer, at its sole option, can proceed with the closing or cancel the contract.

10. Inspection of the Property. The Seller agrees to permit the Buyer to inspect the Property at any reasonable time before the closing. The Seller will permit access for all inspections provided for in this contract.

11. Building and Zoning Laws. The Buyer intends to use the Property as open space. The Seller states that this use does not violate any applicable zoning ordinance, building code or other law. The Seller will obtain and pay for all inspections required by law. If the Seller fails to correct any violations of law, at the Seller's own expense, the Buyer may cancel this contract.

12. Property Lines. The Seller states that all buildings, driveways and other improvements are within the boundary lines of this Property. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

13. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

- a. the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvements on the Property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey.

14. Correcting Defects. If the Property does not comply with any provision set forth in this Agreement, the Seller will be notified and given thirty (30) days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply.

15. Notices. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to that party's attorney.

16. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

17. Adjustment at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: municipal water and sewer charges. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale. However, the parties understand that there are no such adjustments to be made as the property is presently vacant land.

18. Possession. As of the closing, Seller will retain possession of the property, pursuant to the terms of a Leasing and Management Agreement to be executed prior to or on the occasion of the closing, according to the form attached hereto as Schedule "A". No other Tenant will have any right to the property unless otherwise agreed to in this Contract.

19. Complete Agreement. This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other Contract to sell the Property to anyone else.

20. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

21. No Recording. This Agreement shall not be recorded without the written consent of all parties.

22. Easements. Seller warrants there are no existing easements (other than for public utilities) affecting this property.

23. Closing Costs. Seller shall pay for the drawing of the bargain and sale deed and transfer tax required and 50% of the settlement fee; all searches, title insurance and other conveyancing expenses are to be paid by the Buyer.

24. Acreage. Buyer represents and Seller understands that Buyer's promise to purchase the property at the stipulated price is based on an assumption that the parcel consists of .32 acres, more or less. If, as a result of Buyer's survey, it is determined that the parcel is significantly smaller than anticipated (i.e., more than 10%), then Buyer shall have the right to void this Agreement on notice to Seller within five (5) days of Buyer's receipt of the survey. However, no adjustment in the purchase price shall be made for a difference in acreage either greater or lesser than .32 acres.

25. ECRA/ISRA Compliance.

- (a) Seller shall execute an affidavit attesting to the non-applicability of the Industrial Site Recovery Act (ISRA). Said affidavit shall be executed by a duly authorized agent/representative of Seller. If the Seller does not execute said affidavit prior to or on the date of closing, then the County shall have the sole right to void this agreement on notice to the Seller. A copy of said affidavit is attached hereto as Schedule "B".
- (b) For purposes of this paragraph, the term "Environmental Documents" shall mean all environmental documentation in the possession or under the control of Seller concerning the premises or its environs, including without limitation all sampling plans, cleanup plans, sampling results, sampling result reports, data, diagrams, charts, maps, analyses, conclusions, quality assurance/quality control documentation, correspondence to or from the Industrial Site Evaluation Element or its successor ("Element") of the New Jersey Department of Environmental Protection or its successor ("NJDEP") or any other municipal, county, state or federal governmental authority, submissions to the Element or any other municipal, county, state or federal governmental authority and directives, orders, approvals and disapprovals issued by

the Element or any other municipal, county, state or federal governmental authority. Within five days from the signing of this agreement, and subsequently promptly upon receipt by Seller or Seller's representatives, Seller shall deliver to the County: (i) all Environmental Documents concerning or generated by or on behalf of predecessors in title or former occupants of the premises; (ii) all Environmental Documents concerning or generated by or on behalf of Seller, whether currently or hereafter existing; (iii) all Environmental Documents concerning or generated by or on behalf of current or future occupants of the premises, whether currently or hereafter existing; and (iv) a description of all known operations, past and present, undertaken at the premises, and existing maps, diagrams and other Environmental Documents designating the location of past and present operations at the premises and past and present storage of hazardous or toxic substances, pollutants or wastes, or fill materials, above or below ground, in, on, under or about the premises or its environs.

- (c) The County and the County's agents and representatives shall have the right, without the obligation, prior to the closing of title, to enter upon the premises for the purpose of inspecting and performing testing at the premises, including without limitation soil borings, groundwater investigation, percolation tests and engineering studies. Seller shall notify the County of any dangerous conditions on the premises, including without limitation conditions which due to the nature of the inspection or testing to be performed by or on behalf of the County may pose a dangerous condition to the County or the County's agents or representatives. If the County determines that the premises is in violation of law, that fill materials exist, or that hazardous or toxic substances, pollutants or wastes exist, or have been spilled, discharged or placed in, on, under or about the premises, then the County shall have the right to rescind this agreement on notice to Seller.
- (d) Seller shall notify the County in advance of all meetings scheduled between Seller or Seller's representatives and NJDEP, and the County and the County's representatives shall have the right, without the obligation, to attend and participate in all such meetings.

26. Seller's Compliance with Environmental Laws. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, the property is in full compliance with all federal, state, county and municipal environmental laws, ordinances, rules, regulations and requirements and that there has not been a spill or discharge of a hazardous substance or a hazardous waste at the premises. In addition, Seller represents and warrants that it has taken no action during the period of its ownership which would result in noncompliance with the within-referenced laws.

27. Indemnification. To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer from and against all claims, liabilities, losses, damages, penalties and costs, foreseen or unforeseen, including and without limitation counsel, engineering and other professional or expert fees, which Buyer may incur, resulting directly or indirectly, wholly or partly from any misrepresentation or breach of warranty by Seller or by reason of Seller's action or non-action with regard to Seller's obligations under paragraphs 14, 25, 26, 30, 31 and 32, and/or which arise out of, relate to, or result from, either directly or indirectly, Seller's possession of the property under the Leasing and Management Agreement, regardless of whether caused in part, or alleged to have been caused, by the negligent act or omission of the County, provided it is not caused by the sole negligence of the County.

28. Cancellation of Contract. Seller shall reimburse Buyer for the cost of title examination, surveys and appraisals in the event that this contract is cancelled consistent with the provisions set forth in this Agreement. In any such instance, upon payment of this cost by Seller to Buyer, neither party shall be under any further obligation to the other.

29. Survival. All promises, warranties and representations set forth in this Agreement shall survive the closing of title unless otherwise provided in the Agreement.

30. Removal of Trash/Personal Property/Fixtures. Seller promises to remove from the property all trash, refuse, waste material, and personal property of any kind or description (including any and all sheds, trailers and similar structures or fixtures) prior to closing.

31. Environmental Audit. Buyer shall be entitled, at its own expense, to retain a qualified environmental consultant to conduct a Phase I environmental audit of the property. This audit, if commissioned by Buyer, shall be completed in accordance with American Society for Testing and Materials (ASTM) Standard Practice E1527-84 and with the Technical Requirements for Site Remediation found at NJAC 7:26E. Any such audit shall be completed within 90 days of the date when the last party signs this contract. Buyer, at its sole option, may cancel this contract based its on its dissatisfaction with the results of said audit by providing notice to Seller in writing within 30 days of its receipt of written audit results.

32. Condition of Tanks. Seller hereby warrants and represents that, to the best of Seller's knowledge, all tanks, if any, containing oil, gas or any other type of fuel or hazardous substance on the property been removed, consistent with the Unrestricted Use Response Action Outcome (RAO) closure report prepared by Resource Control Consultants, dated January 28, 2018, and a report reviewing all the environmental documents prepared for the City of Ocean City by GEI Consultants, Inc., dated April 11, 2018.

The Seller hereby acknowledges that there are two (2) additional AOCs: (Areas of Concern) which are related to ground water. The ground water remediation will be completed "in approximately 1 to 2 years based on the currently available sampling data" as noted by GEI Consultants in their review dated April 11, 2018, page 2.

The Seller shall be responsible for the cost of remediation and any related costs that may arise above the \$50,000 escrow monies reserved for remediation and compliance with NJDEP and/or Federal requirements as may be required to obtain the unrestricted use RAO for ground water. The Buyer will not be responsible or contribute any monies for the remediation for these AOCs and shall be indemnified from any future environmental issue with regard to this remediation by the Seller.

33. Contingent on Execution of Leasing and Management Agreement. Buyer's obligation to close this purchase is specifically contingent on the execution by Seller of a Leasing and Management Agreement for the underlying Property according to the form attached hereto and made a part hereof as Schedule "A".

34. Seller's Obligations. Subject to the conditions listed in a letter dated May 25, 2018 to the Manager of Capital Planning:

1. Documentation by GEI Consultants must be submitted that proves that the site is free from environmental issues.
2. Indemnification of the County by the City as set forth in this Agreement.
3. Written recognition by the City that it is responsible for the improvements and long-term maintenance thereof in a manner that is "neat, clean, and orderly".
4. Written acknowledgement that the site will not be listed on the Green Acres Recreation and Open Space Inventory (ROSI).

35. Broker's Commission. Buyer and Seller represent that neither party has been involved with a real estate broker and that no commission is due to any real estate broker upon the closing of title. Both Parties agree that the purchase price set forth in this Agreement is based in part on the fact

that no broker is entitled to a real estate commission relating to this sale. Buyer further agrees to hold Seller, Seller's successors and assigns, harmless from the claims of any real estate broker in connection with this Agreement of Sale or sale of the subject property to Buyer. Seller likewise agrees to hold Buyer harmless of all losses including court costs and attorney's fees and claims which result from inaccuracy of the representation that Seller was not involved with a real estate broker. The representations, indemnities and provisions of this paragraph shall survive the closing of title and shall not merge into the Deed delivered at closing.

36. Attorney Review. The County recommends that Seller consults with an attorney and submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to attorney review or if the Seller's attorney neither disapproves nor requests modification to this agreement within five days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney they retain to represent or counsel them with respect to this matter.

37. Deed Restrictions. Since the property is being purchased with funds from the Open Space and Farmland Preservation Trust Fund, the Deed shall contain a restriction providing the premises shall be maintained in perpetuity as open space, as defined by the Open Space Act and any subsequent amendments.

SIGNED AND AGREED TO BY:

ATTEST:

Melissa Bovera
MELISSA BOVERA
Municipal Clerk

CITY OF OCEAN CITY, SELLER

By:

JAY A. GILLIAN,
Mayor

(Seal)

Date: 8/2/18

ATTEST:

ELIZABETH BOZZELLI
Clerk of the Board

By:

GERALD M. THORNTON,
Freeholder Director

(Seal)

Date: _____

APPROVED AS TO FORM:

JEFFREY R. LINDSAY, ESQ.
County Counsel

ORDINANCE NO. 18-14

ORDINANCE VACATING HAUL ROAD IN THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY, NEW JERSEY

WHEREAS, pursuant to Ordinance 18-03, the City of Ocean City dedicated the haul road between Roosevelt Boulevard and the Confined Disposal Facility #83 and named it "Haul Road"; and,

WHEREAS, the NJDEP Green Acres Program has advised that it considers the dedication of the road as a permanent right-of-way to be a diversion of parkland and has suggested that the City vacate the right-of-way; and,

WHEREAS, the City of Ocean City now desires to vacate Haul Road in order to implement the said suggestion;

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

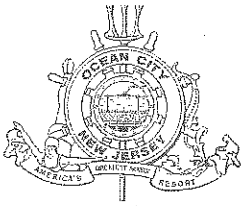
SECTION 1: Pursuant to the authority vested in the City of Ocean City by N.J.S.A. 40:67-1 et seq. it is hereby ordained, subject to the provisions of this Ordinance, that the formal dedication of the permanent right-of-way known as Haul Road, the metes and bounds description for which is attached hereto, entitled "February 6, 2018 Deed Description Haul Road Right of Way in the City of Ocean City, Cape May County, New Jersey" prepared by Michael J. McGuire of ACT Engineering, a Professional Land Surveyor, be and is hereby reversed and the right-of-way is hereby vacated, though the it shall remain the property of the City of Ocean City and shall continue to serve as a temporary haul road for the purpose of accessing CDF #83.

SECTION 2: Notwithstanding this Ordinance there is hereby reserved and excepted from said vacation all rights and privileges, if any, now possessed by public utilities, as defined in N.J.S.A. 48:2-13, and by any cable television franchise company, if any, as defined in the "Cable Television Act". P.L. 1972, c. 186 (N.J.S.A. 48:5A-1 et seq.), if any, to maintain, repair or replace their existing facilities in, adjacent to, over or under any part there of to be vacated.

SECTION 3: This Ordinance is expressly conditioned upon title to the area being vacated merging with title to the adjacent property, being Block 3350.01, Lot 17, which is owned by the City of Ocean City.

SECTION 4: A certified copy of this Ordinance shall be filed with the Clerk of Cape May County pursuant to N.J.S.A. 40:67-21.

SECTION 5: This Ordinance shall take effect after final passage and publication as provided by law.



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: October 12, 2018
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Ordinance Vacating the Dedication of Haul Road as a Permanent Right-of-Way

Council will recall that it adopted Ordinance No. 18-03 dedicating Haul Road as a permanent right-of-way.

The NJ DEP Green Acres Program has advised that it interprets the dedication of the right-of-way to be a diversion of parkland. Although it is not requiring any modification of the roadway, it has suggested that the City vacate the right-of-way. The attached Ordinance would implement that suggestion.

The right-of-way would continue to provide access to and from CDF #83. The City owns the lands on either side of Haul Road, thus, after the vacation, it will continue to be owned solely by the City.

FEBRUARY 6, 2018

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

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

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

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

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

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

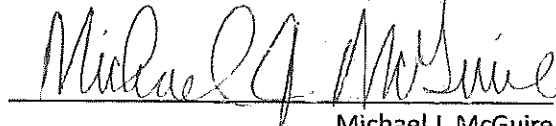
Page 2 of 2

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

Containing 1.94± Acres of land.

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

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



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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

1

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-03, RECREATIONAL BASEBALL CAMP PROGRAM**

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 #19-03, Recreational Baseball Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

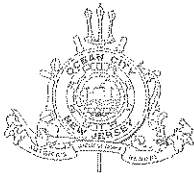
Files: RAU 19-03 Recreational Baseball Camp Program.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

2

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-04, RECREATIONAL BASKETBALL CAMP PROGRAM**

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 #19-04, Recreational Basketball Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

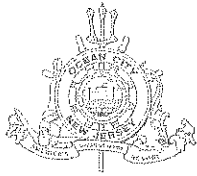
Files: RAU 19-04 Recreational Basketball Camp Program.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

3

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-05, RECREATIONAL FIELD HOCKEY CAMP PROGRAM**

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 #19-05, Recreational Field Hockey Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

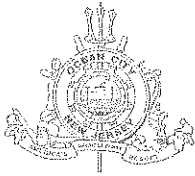
Files: RAU 19-05 Recreational Field Hockey Camp Program.doc

Offered by Seconded by

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

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

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

4

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-06, RECREATIONAL SOCCER CAMP PROGRAM**

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 #19-06, Recreational Soccer Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

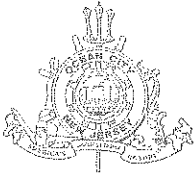
Files: RAU 19-06 Recreational Soccer Camp Program.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

5

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-07, RECREATIONAL BOYS LACROSSE CAMP PROGRAM**

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 #19-07, Recreational Boys Lacrosse Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

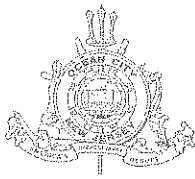
Files: RAU 19-07 Recreational Boys Lacrosse Camp Program.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

6

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-08, RECREATIONAL SOFTBALL CAMP PROGRAM**

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 #19-08, Recreational Softball Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

Files: RAU 19-08 Recreational Softball Camp Program.doc

Offered by Seconded by

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

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

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



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

7

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-09, PROFESSIONAL TENNIS INSTRUCTOR SERVICES**

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 #19-09, Professional Tennis Instructor Services.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

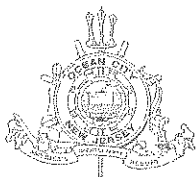
Files: RAU 19-09 Professional Tennis Instructor Services.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

8

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR
CITY CONTRACT #19-10, RECREATIONAL SKATEBOARD CAMP PROGRAM**

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 #19-10, Recreational Skateboard Camp Program.

Peter V. Madden
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, December 5, 2018 with the bid proposal opening scheduled on Tuesday, January 8, 2019 and an anticipated date of award on Thursday, January 24, 2019.

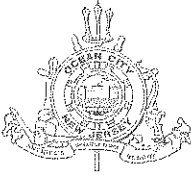
Files: RAU 19-10 Recreational Skateboard Camp Program.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES
Division of Aquatic & Fitness Center

Memorandum To: Joseph Clark, Purchasing Agent

From: Wendy Moyle, Recreation Manager

Date: November 16, 2018

Re: Camp Contracts 2018

Please authorize the bid specifications for the Sports Camps for the City of Ocean City Recreation Programs. Listed below are the City Contracts:

City Contract #19-03, Recreational Baseball Camp Program

City Contract #19-04, Recreational Basketball Camp Program

City Contract #19-05, Recreational Field Hockey Camp Program

City Contract #19-06, Recreational Soccer Camp Program

City Contract #19-07, Recreational Boys Lacrosse Camp Program

City Contract #19-08, Recreational Softball Camp Program

City Contract #19-09, Professional Tennis Instructional Services

City Contract #19-10, Recreational Skateboard Camp Program

If you have any questions, please do not hesitate to contact me.

Thank you!

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

9

**AUTHORIZING THE AWARD OF CITY CONTRACT #18-45,
DEMOLITION OF 3601 BAY AVENUE**

WHEREAS, specifications were authorized for advertisement by Resolution #18-54-359 on Thursday, October 11, 2018 for City Contract #18-45, Demolition of 3601 Bay Avenue; and

WHEREAS, the Notice for Bid Proposals was advertised in the Ocean City Sentinel on Wednesday, October 11, 2018, the Notice to Bidders and the specifications was posted on the City of Ocean City's website, www.ocnj.us; and the specifications were distributed to fifteen (15) prospective bidder(s) for City Contract #18-45, Demolition of 3601 Bay Avenue; and

WHEREAS, bid proposals were opened for City Contract #18-45, Demolition of 3601 Bay Avenue on Thursday, November 8, 2018 and four (4) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, George J. Savastano, Business Administrator; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommended that City Contract #18-45, Demolition of 3601 Bay Avenue be awarded to Neri's Construction & Rentals, Inc., the lowest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #18-45, Demolition of 3601 Bay Avenue be and is hereby awarded to the following lowest responsible bidder:


Neri's Construction & Rentals, Inc.
849 Clayton Road
Williamstown, NJ, 08094

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
1.	Demolition & Disposal of the Metal Frame Building located at 3601-07 36th Street Block 3606, Lot 6	Lump Sum	\$ 20,930.00	\$ 20,930.00
Total Amount of City Contract #18-45, Demolition of 3601 Bay Avenue				
Base Bid Total Estimated Cost:				\$ 20,930.00

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Neri's Construction & Rentals, Inc., 849 Clayton Road, Williamstown, NJ 08094 for City Contract #18-45, Demolition of 3601 Bay Avenue, as listed and in accordance with the specifications and the submitted bid proposal.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-306-207.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

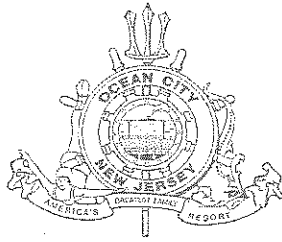
Files: RAW 18-45 Demolition of 3601 Bay Avenue.doc

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



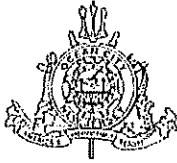
CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

SUMMARY OF BID PROPOSALS

Date Received: Thursday, November 8, 2018 @ 2:00 PM, EDT
 City Contract No.: 18-45
 Contract Name: Demolition of 3601 Bay Avenue

NAME & ADDRESS OF EACH BIDDER				Wild Heart Industries, LLC	Brinks Tank Services, Inc	Neri's Construction & Rentals, Inc.	American Demolition Corporation
Engineer's Estimate: \$100,000				Sean Brennan	Ronald Brink	Anthony L. Neri	Bernard Styer
				1524 Millstone River Road	1256 Liberty Avenue	849 Clayton Road	2 English Lane
				Hillsborough, NJ, 08844	Hillside, NJ, 07205	Williamstown, NJ, 08094	Egg Harbor Twp., NJ, 08234
				P: 908.874.6664	P: 844.462.7465	P: 856.629.2408	P: 609.926.7373
				sean@wildheartbulk.com	ronbrink@brinksconsulting.com	neriexc@verizon.net	americandemocorp@aol.com
ITEM	DESCRIPTION	QTY	UNIT	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
1	Demolition and Disposal of the Metal Frame Building located at 3601-07 36th Street Block 3606 Lot 6	1	Lump Sum	\$48,000.00	\$34,850.00	\$20,930.00	\$35,500.00
TOTAL BID PRICE:							
Required Information							
Required Number of Copies (2):				Y/N	Y	Y/N	Y
Bid Deposit/Bond:				Y/N	Y	Y/N	Y
Consent of Surety:				Y/N	Y	Y/N	Y
Buy American Certification/American Recovery & Reinvestment Act 2009:				Y/N	Y	Y/N	Y
Right to Extend - Time for Award:				Y/N	N	Y/N	Y
Statement of Ownership Disclosure:				Y/N	Y	Y/N	Y
Non-Collusion Affidavit:				Y/N	Y	Y/N	Y
Mandatory Equal Employment Opportunity Language:				Y/N	Y	Y/N	Y
NJ Affirmative Action Regulation Compliance Notice:				Y/N	Y	Y/N	Y
Required Subcontractors Listing:				Y/N	Y	Y/N	Y
Electrical, Power Plants, Tele-Data, Fire Alarm or Security System:				SRA Security Systems, Inc.		Northeast Electrical Services, LLC	
Plumbing & Gas Fitting:				William J. Guarini, Inc.		Max's Plumbing & Heating, Inc.	
Steam Power Plants, Steam & Hot Water Heating & HVAC:						Northeast Plumbing Services, LLC	
Structural Steel & Ornamental Iron Work:							
Acknowledge of Receipt of Addenda:				Yes-Clarification	Y	Yes-Clarification	Y
Disclosure of Investment Activities in Iran Statement-Two Part Form:				Y/N	Y	Y/N	Y
NJ Business Registration Certificate (BRC):				Y/N	Y	Y/N	Y
NJ Business Registration Certificate for Subcontractors (BRC):				Y/N	Y	Y/N	Y
NJ Public Works Contractors Registration Act Certificate:				Y/N	Y	Y/N	Y
Public Works Contractors Registration Act Certificate for Subcontractors:				Y/N	Y	Y/N	Y
Statement of Authority:				Y/N	Y	Y/N	Y
W-9:				Y/N	Y	Y/N	Y




CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

ADMINISTRATION

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

Memo

To: Joseph Clark, QPA, Purchasing Manager
From: Roger Rinck, Engineering Project Manager 
CC:
Date: November 19, 2018
Re: Recommendation of Award – City Contract 18-45

I have reviewed the qualifications and bid prices of Neri's Construction & Rentals, Inc. to provide services for City Contract 18-45 Demo of 3601 Bay Avenue and find them acceptable; provided your office finds all the necessary documents intact to award.

RESOLUTION

10

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
THE STANDER GROUP, INC. FOR THE APPEARANCE OF
BARBARA EDEN AS THE GRAND MARSHALL FOR THE DOO-DAH PARADE AND THE HOST
FOR THE MR. MATURE AMERICA PAGEANT**

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, the Stander Group, 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 2019 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 and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that the Stander Group, Inc., 4533 Van Nuys Blvd.-Suite #401, Sherman Oaks, Ca 91403 be awarded an alternative-non-advertised contract for the appearance of Barbara Eden as the Grand Marshall for the Doo-Dah Parade and to host the Mr. Mature America Pageant on Saturday, April 13, 2019; 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, the Stander Group, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies the Stander Group, 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 the Stander Group, 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 **the Stander Group, Inc., 4533 Van Nuys Blvd.-Suite #401, Sherman Oaks, Ca 91403** for the professional artist supplied appearance of Barbara Eden as the Grand Marshall for the Doo-Dah Parade and to host the Mr. Mature America Pageant on Saturday, April 13, 2019. The estimated contract value is \$25,000.00 including 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 **the Stander Group, Inc., 4533 Van Nuys Blvd.-Suite #401, Sherman Oaks, Ca 91403** for the professional artist supplied appearance of Barbara Eden as the Grand Marshall for the Doo-Dah Parade and to host the Mr. Mature America Pageant on Saturday, April 13, 2019, 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

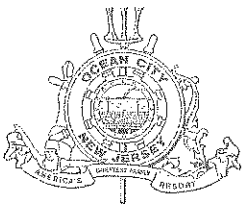
Files: RAW the Stander Group, Inc. – Barbara Eden-4-13-19.doc

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 : November 16, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Doo Dah & Mr. Mature

The contract with Standard Group Inc., will allow for the appearance of Barbara Eden as grand marshal of the Doo Dah parade and as the master of ceremonies for the Mr. Mature America pageant. Her participate in both events will help promote Ocean City to visitors and attract a large audience. Tickets sales from Mr. Mature will help offset the cost of the appearance.

RIDER FORMS ATTACHED ARE PART OF THIS CONTRACT - DO NOT DETACH

AGREEMENT made this 13th day of Nov, 2018 between The Stander Group, Inc.
(hereinafter referred to as "ARTIST") and City Of Ocean City (Dept.of Community Services)
(hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

1. Place of Engagement: Ocean City New Jersey.
2. Date(s): Sat April 13th, 2019 .
3. Type of Engagement and Hours: Personal Appearance with Barbara Eden as Grand Marshall for Doo Dah Parade and to host the Mr.Mature America Pageant (see deal memo)
4. Compensation Agreed Upon (U.S. Currency): \$20,000. + (\$2,500 plane buy out) + Merch 80% to Artist 20% to Purchaser

5. Purchaser Will Make Payments by Bank Wire (U.S. Currency) as follows:

(a) \$12,500.00 50% deposit and plane Buyout shall be paid by PURCHASER to and in the name of THE STANDER GROUP, Inc client fund account on or before signing of contract, but no later than Dec 7th, 2018. **PLEASE NOTE: Production cannot be put on sale or marketed in any way before signed contract and deposit have been returned. Also Artist has to approve all advertising

(b) \$10,000.00 shall be paid by The Stander Group, Inc. before the parade starts

(c) Additional payments, if any, shall be paid by PURCHASER in cash or check payable to ARTIST REP. as follows: After the event

6. Rehearsal: TBA
7. Capacity: N/A
8. Admission Prices: N/A
9. Potential Gross: N/A
10. Buyer to pay for and provide: (1) 1 bedroom suite , 2single for two nights all in same Hotel with Restaurant All lights, sound. All local ground transportation. All local security provided.
(See Reverse Side for Sections 11-21)

THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN THIS AGREEMENT.

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

X _____
Signature of PURCHASER
(or Agent thereof)

X _____
Signature of ARTIST or AGENT

The Stander Group, Inc.
4533 Van Nuys Blvd. Suite #401
SHERMAN OAKS, CA. 91403
PHONE: 818-905-7000 FAX: 818-990-0582

Return all signed copies to agent.

ADDITIONAL TERMS AND CONDITIONS

The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

11. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performance, and if required by ARTIST, all rehearsals therefor, including a suitable theatre, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, well lighted dressing rooms, all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses; special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary in expense in connection therewith. PURCHASER agrees to pay all amusement taxes, PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the PURCHASER and by ARTIST, PURCHASER agrees to furnish all necessary material and equipment and to promptly with the ARTIST'S direction to arrange the stage decor and settings for the performance hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision thereof, PURCHASER agrees agrees at it's sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals thereof, ARTIST shall have the right to name the music contractor and to approve the choice of musicians hired locally. The following is required by ARTIST and shall be furnished by PURCHASER at PURCHASER'S sole cost and expense:

12. PURCHASER shall not have the right to broadcast or televise, photograph, or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to whole or in part of any obligation that may be incurred by PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his/her authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

13. PURCHASER agrees that ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder.

14. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any (except local press) shall be subject to ARTIST'S prior written approval. In the event that the payments to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of the ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or are placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from the box office records of PURCHASER relating to gross receipts of this engagement only.

15. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any other party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for any damages in addition to the compensation provided herein.

16. This constitutes the sole, complete and binding agreement between the parties hereto, Stander Group Inc. acts only as agent and manager for ARTIST and assumes no liability hereunder. Any further bookings for the following three years for said artist, venue, presenter must go thru/ negotiated by Stander Group Inc. and are commissionable.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

11

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND
UNITED TALENT AGENCY AND KMJ MUSIC LLP FOR THE APPEARANCE OF
KATHERINE JENKINS WITH THE OCEAN CITY POPS FOR THE 2019 SEASON**

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, United Talent Agency and KMJ Music LLP 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 and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that United Talent Agency & KMJ Music, LLP, 9366 Civic Center Drive, Beverly Hills, CA 90210 be awarded an alternative-non-advertised contract for the appearance of Katherine Jenkins with the Ocean City Pops on Sunday, August 11, 2019; 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, United Talent Agency and KMJ Music LLP, has completed and submitted a Business Entity Disclosure Certification which certifies United Talent Agency and KMJ Music LLP, 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 United Talent Agency and KMJ Music LLP, 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 **United Talent Agency & KMJ Music, LLP, 9366 Civic Center Drive, Beverly Hills, CA 90210** for the professional artist supplied appearance of Katherine Jenkins with the Ocean City Pops on Sunday, August 11, 2019. The estimated contract value is \$60,000.00 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 United Talent Agency & KMJ Music, LLP, 9366 Civic Center Drive, Beverly Hills, CA 90210 for the professional artist supplied appearance of Katherine Jenkins with the Ocean City Pops on Sunday, August 11, 2019, 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

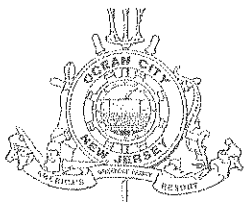
Files: RAW United Talent KMJ music –Katherine Jenkins.doc

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 : November 18, 2018

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Performance with the Pops

The contract with United Talent Agency is for a performance by Katherine Jenkins with the OC Pops. KMJ Music LLP is the production company. This performance will be the headline of the 2019 season and help to promote other OC pops concerts throughout the summer. This performance will also help to promote the musical arts in Ocean City and attract visitors to the town. The cost of the appearance will be paid for by +the tickets sales for the event.



UNITED TALENT
AGENCY

Contract #: 1015988
Agency License: TA000250981
Agent: Darcy Gregoire
Phone: (310) 273-6700
Gregoire_D@unitedtalent.com

Agreement made Monday, November 5, 2018 by and between KMJ Music LLP F/S/O Katherine Jenkins ('Artist') and City of Ocean City ('Purchaser').

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

1. Artist: Katherine Jenkins
Loanout/Producer: KMJ Music LLP

2. Billing: 100% Headline

3. Engagement Venue: Ocean City Music Pier
825 Boardwalk
Ocean City, New Jersey 8226
United States

4. Date of Engagement: Sunday, August 11, 2019

No. Shows: One (1)

Show
7:30pm

Piano rehearsal with conductor on August 10, 2019 – time and place TBD by mutual agreement. Full rehearsal with the orchestra will be from 2:30pm-5:00pm on day of concert.

Concert length will be approximately 115-120 minutes, including a 15-minute intermission. Artist to perform approximately 14 solo items, balance to be orchestral.

5. Deal: \$52,000.00 USD Flat Guarantee

6. Payments: All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

<u>Due Date</u>	<u>Amount</u>	<u>Comments</u>
11/26/2018	\$26,000.00	Deposit
8/11/2019	\$26,000.00	Balance

Deposit Remittance: PAYMENT MAILING INFO:
Attention: Darcy Gregoire
United Talent Agency
9336 Civic Center Drive
Beverly Hills, CA 90210
Check Made Out To: KMJ Music LLP

BANK WIRE INFO:
United Talent Agency, LLC
C/O City National Bank
Credited To: KMJ Music LLP
400 N. Roxbury Dr Beverly Hills, CA 90210
ABA Routing: 122-016-066
Account: 123-947-126
Swift: CINAUS6L

Balance Remittance: The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the performance via certified/cashier check or money order. All overage monies are to be paid to Artist immediately following the performance via cash, certified/cashier's check or money order

7. Tickets:	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	P1	50	—	\$40.00	\$2,000.00
	P2	272	—	\$55.00	\$14,960.00
	P3	56	—	\$65.00	\$3,640.00
	P4	552	—	\$75.00	\$41,400.00
	Totals	930	—		
				Gross Potential:	\$62,000.00
				Net Potential:	\$62,000.00

8. Merchandise: 80/20% All Merchandise (Venue sells).

9. Radius Clause: Artist shall not perform within a 75 mile radius for two months before the event and one month after the event.

10. Additional Provisions: Purchaser agrees to provide the following:

- Hotel accommodations for four (4) people for up to two (2) nights at Artist approved hotel
- Local ground transportation for up to four (4) people to/from Philadelphia or Newark International Airport
- Hospitality per Artist's rider and specifications (dinner provided the night of the concert)
- Conductor (subject to Artist approval)
- Scores to be provided by the local orchestra unless it is mutually agreed that the Artist will use their own arrangement, in which case Promoter is to cover any costs associated with musical
- Backline per Artist's rider and specifications
- First-class S&L and monitors to meet with Artist's specifications and approval
- Ten (10) comps for Artist
- Local orchestra musicians as per below line-up:

Orchestra personnel
 Violin 1 - 4 musicians
 Violin 2 - 4 musicians
 Viola - 2 musicians
 Cello - 3 musicians
 Bass - 1 musician
 Flute - 1 musician
 Oboe - 1 musician
 Clarinet - 1 musician
 Bassoon - 1 musician
 Horn - 2 musicians
 Trumpet - 2 musicians
 Trombone - 1 musician
 Bass TB - 1 musician
 Piano or Synthesizer - 1 musician
 Percussion - 1 musician

Artist to appear at a post-show reception with season ticket holders for 30 minutes. The number of people to be approved by Artist's management in advance.

11. Buyer Signed Contract: Buyer signed contract and rider due to no later than Monday, November 26, 2018

12. Event Contacts:	Promoter Company City of Ocean City 861 ASBURY AVENUE CITY HALL OCEAN CITY, NJ 08226-3642 609-525-9295 www.ocnj.us	Purchaser Michael Hartman Phone: 609-525-9284 Email: MHartman@OCNJ.US
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It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

City of Ocean City
861 ASBURY AVENUE
CITY HALL
OCEAN CITY, NJ 08226-3642

By: X _____

SIGNATURE OF ARTIST

Katherine Jenkins
KMJ Music LLP

Exhibit A

Additional Terms and Conditions

Artist: Katherine Jenkins

1. Reproduction of Performance:

Purchaser shall not authorize any third party to record, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any.

3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence" it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The parties acknowledge and agree that the occurrence of the H1N1 virus (i.e., swine flu) in an area in close proximity to the performance venue shall not in and of itself be deemed a Force Majeure Occurrence, unless the US Department of Health and Human Services officially declares the virus to be an epidemic affecting the particular state in which the performance is scheduled to take place.

6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contract shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any

other attachments hereto, the parties agree that the provisions of this Agreement shall control.

11. Indemnification:

Purchaser hereby indemnifies and hold Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of:

- (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors
- (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto;
- (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto;
- (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of California without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) Irrevocably agrees that the federal courts of the State of California shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) Irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC "Agent" is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account "Trust Funds" Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer:

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, "Purchaser" and "Artist" as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19. Security and Insurance:

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of

Paragraph 4 herein.

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring all licenses, permits and authorizations required to be obtained from all union(s), guild(s), performing rights societies, and public authorities having jurisdiction over the presentation of the performance, and all such licenses, permits and authorizations shall be valid and current as of the performance date and during the Term of this Agreement.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

12

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & ACT ENGINEERING INC. FOR CONSTRUCTION INSPECTION & MANAGEMENT FOR THE SHOOTING ISLAND LIVING SHORELINE RESTORATION PROJECT

WHEREAS, the City of Ocean City requires professional engineering services to develop a wetlands restoration design for Shooting Island to promote growth of the island and protect the wetlands that surround Ocean City, New Jersey; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have a plan to restore Shooting Island and the wetlands surrounding Ocean City, New Jersey and encourage a sustainable growth of the wetlands and small islands so that they may continue to support the diverse ecological system that is Ocean City, New Jersey; and

WHEREAS, ACT Engineering, Inc. has the expertise and is currently performing services for the City of Ocean City and has developed the design plans to for restore Shooting Island and the wetlands that surround the City of Ocean City, NJ; and

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

WHEREAS, a contract for Professional Services with ACT Engineering, Inc. may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i) & N.J.S.A. 19:44A-20.5; and

WHEREAS, ACT Engineering, Inc. has agreed to provide services for construction inspection and management of the Shooting Island Living Shoreline Restoration project; and

WHEREAS, ACT Engineering, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither ACT Engineering, Inc. nor any member thereof has made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit the said parties from making any contributions through the term of the contract; and

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with ACT Engineering, Inc. for construction inspection and management of the Shooting Island Living Shoreline Restoration project and its surrounding wetlands; and

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

WHEREAS, George J. Savastano, Business Administrator; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract ACT Engineering, Inc. for construction inspection and management of the Shooting Island Living Shoreline Restoration project and its surrounding wetlands; 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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to **ACT Engineering, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691** for construction inspection and management of the Shooting Island Living Shoreline Restoration project and its surrounding wetlands as follows:

Task 1	Final Engineering	\$ 24,500.00
	Design revisions were required in order to obtain the USACE Individual permit based on review comments provided by the National Marine Fishery Service (NMFS) and United States Fish and Wildlife (USFW). These revisions reduced structure volume outside the former island footprint, modified sill alignment and the created “windows” within the stone sill structure. In addition, oyster castles were realigned outside of the former island footprint with additional castles added to the plan.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

ACT Engineering, Inc. (Continued)


Task 2	Agency Coordination/Grant Administration Included within this task is the final coordination with USACE and permit modification with the NJDEP for the revised project permits. In addition, this task includes final development of the Environmental Assessment documents as required for NFWF funding through the Department of the Interior. This task also includes on-going agency coordination for reimbursement to Ocean City of construction related expenses as required.	\$ 22,000.00
Task 3	Construction Inspection/Management The ACT/Anchor Team anticipate that approximately 4 weeks of mobilization, 12 weeks of construction and 2 weeks of demobilization will be required. This task includes part time inspection during mobilization and demobilization activities and 12 weeks of full time water and land based inspection by a field engineer for the duration of the project. Based on an early November construction award, it is anticipated that in water construction activities will be completed by March 15, 2019. Included within this estimate is rental and operation of an enclosed crew boat for 15 weeks including transport for regulatory inspections as required. In addition, this task includes review of all contractor construction inquiries and invoices against project specifications.	\$ 277,000.00
Task 4	Third Party Inspection Services As part of the Memorandum of Agreement with the NJDEP, a third-party inspection is required for the duration of the construction phase of the project. This inspector will visit the site as required and submit weekly status report directly to the NJDEP Department of Fish and Wildlife.	\$ 34,000.00
Task 5	Public Outreach This task includes the coordination with residents, City and government officials as required to complete the project. This task includes preparation of display materials, meeting coordination and attendance.	\$ 15,000.00
Task 6	Project Management	\$ 26,000.00
Estimated Total		\$ 398,500.00

1. A copy of Business Entity Certification, Determination of Value and the Business Registration Certification (BRC) has been submitted and shall be placed on file in the City’s Purchasing Division Office.
2. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with ACT Engineering, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691 for Construction Inspection and Management of Shooting Island Living Shoreline Restoration project and its surrounding wetlands as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55- 307-101.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management
Files: RPS 18 ACT Engineering Shooting Island Restoration Construction Inspection & Management.doc

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 2018

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

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

November 1, 2018
Via email gsavastano@ocnj.usMr. George Savastano
Business Administrator
The City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226**Re: 2018-2019 Shooting Island
Construction Inspection/Management
Ocean City New Jersey**

Dear Mr. Savastano:

The City of Ocean City in coordination with a National Fish and Wildlife Foundation is conducting a living shoreline restoration project on Shooting Island in Great Egg Harbor behind Ocean City. Shooting Island is owned by the NJDEP Division of Fish and Wildlife and operated as a Wildlife Management Area. As the largest shoreline restoration project permitted in New Jersey to date, the ACT/Anchor team has been working with the City, State and Federal regulators to bring this project to construction as a part of the post Superstorm Sandy Recovery grants. The ACT/Anchor Team is pleased to present this proposal for final engineering/agency coordination together with construction inspection/management services as required for the Shooting Island Shoreline Restoration Project. The ACT/Anchor Team proposes to conduct these services on a Time and Materials Basis in accordance with our Standard Fee Schedule attached.

Task 1 Final Engineering **\$24,500**

Design revisions were required in order to obtain the USACE Individual permit based on review comments provided by the National Marine Fishery Service (NMFS) and United States Fish and Wildlife (USFW). These revisions reduced structure volume outside the former island footprint, modified sill alignment and the created "windows" within the stone sill structure. In addition, oyster castles were realigned outside of the former island footprint with additional castles added to the plan.

Task 2 Agency Coordination / Grant Administration **\$22,000**

Included within this task is the final coordination with USACE and permit modification with the NJDEP for the revised project permits. In addition, this task includes final development of the Environmental Assessment documents as required for NFWF funding through the Department of the Interior. This task also includes on-going agency coordination for reimbursement to Ocean City of construction related expenses as required.

Task 3 Construction Inspection/Management

\$277,000

The ACT/Anchor Team anticipate that approximately 4 weeks of mobilization, 12 weeks of construction and 2 weeks of demobilization will be required. This task includes part time inspection during mobilization and demobilization activities and 12 weeks of full-time water and land based inspection by a field engineer for the duration of the project. Based on an early November construction award, it is anticipated that in water construction activities will be completed by March 15, 2019. Included within this estimate is rental and operation of an enclosed crew boat for 15 weeks including transport for regulatory inspections as required. In addition, this task includes review of all contractor construction inquiries and invoices against project specifications.

Task 4 Third Party Inspection Services

\$34,000

As part of the Memorandum of Agreement with the NJDEP, a third-party inspection is required for the duration of the construction phase of the project. This inspector will visit the site as required and submit weekly status report directly to the NJDEP Department of Fish and Wildlife.

Task 5 Public Outreach

\$15,000

This task includes the coordination with residents, City and government officials as required to complete the project. This task includes preparation of display materials, meeting coordination and attendance.

Task 6 Project Management

\$26,000

Estimated Total \$398,500

ACT/Anchor thanks the City for their continued trust in our team, and for the opportunity to make a meaningful improvement to the City's long term plans and objectives. Should you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Sincerely,



Eric Rosina
Vice President

C: File No. P018221

SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES**YEAR 2018**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
• Principal (PIX)	\$ 192
• Program Manager (PVIII)	\$ 185
• Managing Professional (PVII)	\$ 172
• Senior Project Professional (PVI)	\$ 140
• Project Professional – P.E., L.S., P.P., and L.A. (PV)	\$ 130
• Sr. Staff Technical Representative (PIV)	\$ 110
• Staff Technical Representative (PIII)	\$ 95
• Designer (PII)	\$ 85
• Senior Technician (ETV)	\$ 105
• Senior Construction Inspector (ETIV)	\$ 100
• Construction Inspector (ETIII)	\$ 90
• Technician (ETII)	\$ 70
• Administrative Support (CL)	\$ 65
<u>OTHER</u>	
• Survey Crew (1 or 2 person)	\$ 185
• Survey Party Chief	\$ 100
• Survey Technician	\$ 85
• Surveying Aide	\$ 65

Compensation for expenses and other charges shall be as follows:

Truck Charge	\$100/day (up to 100 mi then plus mileage)
Support Boat Charge	\$450/day
Boat/R/C Hydro Survey Vessel Charge	\$150/day
Mileage	Current Federal Rate
Rentals/Subcontractors/Bulk Reproduction	Cost + 15%

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

13

BACK UP TO FOLLOW

AUTHORIZING CHANGE ORDER #1 TO A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY & TRIAD ASSOCIATES TO PROVIDE ADMINISTRATIVE AGENT-MARKET TO AFFORDABLE HOUSING SERVICES TO THE CITY OF OCEAN CITY

WHEREAS, the City of Ocean City requires professional services for Administrative Services to include an exterior conditions survey and the establishment of a Market to Affordable Program as part of its Fair Share Plan; and

WHEREAS, TRIAD Associates has the requisite knowledge and experience to provide these services at a reasonable rate; and,

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have TRIAD Associates provide these services; and

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

WHEREAS, a contract for Professional Services with TRIAD Associates may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i) & N.J.S.A. 19:44A-20.5; and

WHEREAS, TRIAD Associates has agreed to act & provide services as the administrative agent-market to affordable housing services; and

WHEREAS, TRIAD Associates will be required to complete and submit a Business Entity Disclosure Certification which certifies in accordance with Section 2-2 of Ocean City's Administrative Code (Pay to Play) that neither it nor its principals has made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit TRIAD Associates and its principals making any contributions through the term of the contract; and

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

WHEREAS, Dorothy F. McCrosson, Esq. and Joseph S. Clark, QPA Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to TRIAD Associates for administrative agent-market to affordable services for the City of Ocean City, NJ ;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, the City Council of Ocean City, New Jersey awarded a professional service contract to TRIAD Associates on August 23, 2018 by Resolution #18-54-209; and

WHEREAS, Dorothy F. McCrosson, Esq. and Joseph S. Clark, QPA Purchasing Manager have reviewed and certified Change Order #1 to the professional service contract for TRIAD Associates is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Increase-Supplemental</u>				
S1	Preparation of a Policy and Operating Manual for an Owner Occupied and Rental Rehabilitation Program as stated in the attached proposal	1 Lump Sum	\$ 3,000.00	\$ 3,000.00
Total Amount of Increase for Change Order #1 per attached proposal				\$ 3,000.00
Total Amount of Change Order #1 including Increases & Decreases.....				\$ 3,000.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360 for administrative agent-market to affordable services for the City of Ocean City, NJ professional services in accordance with this resolution and the submitted proposal.

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$3,000.00 to Triad Associates 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360 for administrative agent-market to affordable services for the City of Ocean City, NJ professional services shall be charges to the following Account # T-12-56-175-026.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPSCO#1 Triad Assoc-Market to Affordable Housing.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

AMENDMENT NO. 1
PROFESSIONAL SERVICE CONTRACT
FOR
ADMINISTRATIVE AGENT – MARKET TO AFFORDABLE HOUSING SERVICES

This will serve as an Amendment made October 11, 2018, to the existing Contract Agreement, originally made effective and executed on September 25, 2018 between **TRIAD ADVISORY SERVICES, INC. (t/a TRIAD ASSOCIATES)**, 1301 W. Forest Grove Road, Vineland, NJ 08360 ("Consultant") and **CITY OF OCEAN CITY**, 861 Asbury Avenue, City Hall – Room 203, Ocean City, NJ 08226-3642 ("Principal").

The existing contract shall be amended to modify the Scope of Services and Compensation as follows:

SCOPE OF SERVICES: The Consultant shall, upon the request of the Principal, in accordance with the provisions of the Fair Housing Act and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.), complete the preparation of an Policy and Operating Manual for an Owner-Occupied and Rental Rehabilitation program, including application forms/ loan documents, advertising/marketing materials.

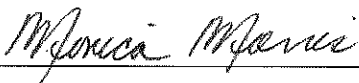
COMPENSATION: Principal shall provide compensation of \$3,000.00 for preparation of a Rehabilitation Manual, including application forms/ loan documents, advertising/marketing materials.

METHOD OF PAYMENT: Principal agrees to pay Consultant in accordance with the following billing schedule:

- \$3,000.00 upon submission of the completed manual.
- Principal shall process all invoices for payment upon receipt.


Witness/Attest:

Witness/Attest



Name
Title

Date:


Michael Zampino
Chairman/CEO

Date: October 11, 2018

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

14

**AUTHORIZING CHANGE ORDER #15 TO
CITY CONTRACT #17-53, NORTHEND DRAINAGE IMPROVEMENTS**

WHEREAS, specifications were authorized for advertisement by Resolution #17-53-323 on Thursday, November 16, 2017 for City Contract #17-53, Northend Drainage Improvements; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 15, 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-seven (27) prospective bidder(s) for City Contract #17-53, Northend Drainage Improvements; and

WHEREAS, bid proposals were opened for City Contract #17-53, Northend Drainage Improvements on Tuesday, December 19, 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 had reviewed the bid proposals and specifications and recommended that City Contract #17-53, Northend Drainage Improvements awarded to L. Feriozzi Concrete Company, the lowest responsible bidder; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City Contract #17-53, Northend Drainage Improvements on December 28, 2017 by Resolution #17-54-002 to **L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401** in the amount of \$7,863,006.62; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #17-53, Northend Drainage Improvements on June 14, 2018 by Resolution #18-54-221 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$55,458.00; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #2 to City Contract #17-53, Northend Drainage Improvements on July 12, 2018 by Resolution #18-54-265 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$36,701.98; and

WHEREAS, the City Council of Ocean City, New Jersey authorized a Modification to Change Order #2 & Change Orders #3 & 4 to City Contract #17-53, Northend Drainage Improvements on July 26, 2018 by Resolution #18-54-278 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$41,224.20; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #5 to City Contract #17-53, Northend Drainage Improvements on August 23, 2018 by Resolution #18-54-312 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of (\$90,454.60); and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #6 & 7 to City Contract #17-53, Northend Drainage Improvements on September 13, 2018 by Resolution #18-54-331 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$33,084.40; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #8 & 9 to City Contract #17-53, Northend Drainage Improvements on September 27, 2018 by Resolution #18-54-351 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the amount of \$1,632.68; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #10, 11 & 12 to City Contract #17-53, Northend Drainage Improvements on October 23, 2018 by Resolution #18-55-015 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$48,238.76; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Orders #13 & 14 to City Contract #17-53, Northend Drainage Improvements on November 8, 2018 by Resolution #18-55-036 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$63,446.00; and

WHEREAS, George J. Savastano, P.E., City Engineer; Rachel N. Ballezzi, Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Orders #15 to City Contract #17-53, Northend Drainage Improvements is correct as follows:

Change Order #15

Increases – Extras

Item	Description	Quantity	Unit Price	Total Price
9	12" High Density Polyethylene Pipe	2010 L.F.	\$ 115.00	\$ 231,150.00
24	Inlet, Type A	25 Unit	\$ 2,997.00	\$ 74,925.00
26	Inlet, Type E	2 Unit	\$ 3,926.00	\$ 7,852.00
43	24" High Density Polyethylene Pipe	389 L.F.	\$ 146.00	\$ 56,794.00
30	Reconstructed Inlet, Type A	7 Unit	\$ 1,250.00	\$ 8,750.00
58	Utility Conflicts (No Bid)	11 Unit	\$ 2,000.00	\$ 22,000.00
S-6	Concrete Driveway 8" Thick	29 SY	\$ 67.00	\$ 1,943.00
S-7	Reinforceing Bars for Driveway	641 LBS	\$ 1.45	\$ 929.45
S-10	Remove Concrete Driveway 8" Thick	51 SY	\$ 36.00	\$ 1,836.00
Total Amount of Extras:				\$ 406,179.45
Total Amount of Increases for Change Order #15				\$ 406,179.45

Reduction

Decreases – Reductions

Item	Description	Quantity	Unit Price	Total Price
38.	12" Ductile Iron Pipe	1,290 L.F.	\$ 125.00	(\$ 161,250.00)
40	24" Ductile Iron Pipe	339 L.F.	\$ 235.00	(\$ 79,665.00)
25.	Inlet, Type B	23 Units	\$ 3,426.00	(\$ 78,798.00)
Total Amount of Reductions:				(\$ 319,713.00)
Total Amount of Decrease for Change Order #15				(\$ 319,713.00)

Total Amount of Change Order #15 including Increase & Decrease..... \$ 86,466.45

Total Amount of City Contract #17-53, Northend Drainage Improvements
Including Change Order #15..... \$8,138,804.49

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #15 is \$8,138,804.49 an increase of \$275,797.87 to the original contract and a 3.51 (%) percent increase in the total for City Contract #17-53, Northend Drainage Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #15 to City Contract #17-53, Northend Drainage Improvements in the amount of \$86,466.45 (PO #18-00189); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #15 in the net amount of \$86,466.45 to City Contract #17-53, Northend Drainage Improvements (PO #18-00189) issued to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 to be charged to the following Capital Account #C-04-55-303-010.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RESCO#15 CC#17-53 Northend Drainage 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 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

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Roger Rinck, Project and Construction Manager
DATE: November 21, 2018
RE: CHANGE ORDER NO. 15
NORTH END DRAINAGE IMPROVEMENTS
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 15
on the Thursday, November 29, 2018 City Council Agenda.
This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

This change order includes the need for additional materials to reflect the as-builts and to make necessary improvements:

12" HIGH DENSITY POLYETHYLENE PIPE	2010 L.F.
INLET, TYPE A	25 U
INLET, TYPE E	2 U
24" HIGH DENSITY POLYETHYLENE PIPE	389 L.F.
RECONSTRUCTED INLET, TYPE A	7 U
UTILITY CONFLICTS (NO BID)	11 U
CONCRETE DRIVEWAY 8" THICK	29 SY
REINFORCEING BARS FOR DRIVEWAY	641 LBS
REMOVE CONCRETE DRIVEWAY 8" THICK	51 SY

The changes also include the reduction of materials to reflect the as-builts

12" DUCTILE IRON PIPE	1290	L.F.
24" DUCTILE IRON PIPE	339	L.F.
INLET, TYPE B	23	U

This change order represents a total current contract amount net change of
\$86,466.45 or 3.51%



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT
NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER #
18-00189

CHANGE ORDER NO. 15
FILE NO. 3-2017-053

CONTRACTOR:
L. FERIOZZI CONCRETE COMPANY
3010 SUNSET AVENUE
ATLANTIC CITY, NJ 08401

REASON FOR CHANGE:
MATERIALS NEEDED TO PROGRESS COMPLETION

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	
					SUBTOTAL:	\$0.00
EXTRA	9	12" HIGH DENSITY POLYETHYLENE PIPE	2010	L.F.	\$115.00	\$231,150.00
	24	INLET, TYPE A	25	U	\$2,997.00	\$74,925.00
	26	INLET, TYPE E	2	U	\$3,926.00	\$7,852.00
	43	24" HIGH DENSITY POLYETHYLENE PIPE	389	L.F.	\$146.00	\$56,794.00
	30	RECONSTRUCTED INLET, TYPE A	7	U	\$1,250.00	\$8,750.00
	58	UTILITY CONFLICTS (NO BID)	11	U	\$2,000.00	\$22,000.00
	S-6	CONCRETE DRIVEWAY 8" THICK	29	SY	\$67.00	\$1,943.00
	S-7	REINFORCEING BARS FOR DRIVEWAY	641	LBS	\$1.45	\$929.45
	S-10	REMOVE CONCRETE DRIVEWAY 8" THICK	51	SY	\$36.00	\$1,836.00
					SUBTOTAL:	\$406,179.45
REDUCTION	38	12" DUCTILE IRON PIPE	1290	L.F.	\$125.00	\$161,250.00
	40	24" DUCTILE IRON PIPE	339	L.F.	\$235.00	\$79,665.00
	25	INLET, TYPE B	23	U	\$3,426.00	\$78,798.00
					SUBTOTAL:	\$319,713.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS

CURRENT CHANGE ORDER

NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
-----	--------	-------------------	----------------	-------

1	\$55,458.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY	+ SUPPLEMENTAL	\$0.00
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT	+ EXTRA	\$406,179.45
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT		
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$319,713.00
7	\$56,088.00	IMPROVEMENTS TO THE SURROUNDING AREA		
8	\$5,382.98	MATERIALS NEEDED RELATED TO THE PROJECT	NET CONTRACT CHANGE	
9	(\$3,750.30)	Materials needed to complete project	THIS CHANGE ORDER	\$86,466.45
10	\$6,847.76	CHECK VALVE REPAIR		
11	\$24,750.00	PHA LOT WORK		
12	\$16,641.00	Materials needed to complete project		
13	\$44,546.00	MATERIALS NEEDED TO COMPLETE PROJECT		
14	\$18,900.00	PAVERS		
15	\$86,466.45	MATERIALS NEEDED TO PROGRESS COMPLETION		

ORIGINAL CONTRACT AMOUNT	\$7,863,006.62
AMENDED CONTRACT AMOUNT	\$8,138,804.49
TOTAL CONTRACT CHANGE (AMOUNT)	\$275,797.87
TOTAL CONTRACT CHANGE (PERCENT)	3.51%

ACCEPTED BY:	_____	DATE
	L. FERIOZZI CONCRETE COMPANY	
APPROVED BY:	_____	DATE
	PROJECT MANAGER	
	_____	DATE
	ENGINEER	
	_____	DATE
	PURCHASING AGENT	
	_____	DATE
	CHIEF FINANCIAL OFFICER	
	_____	DATE

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

15

**AUTHORIZING CHANGE ORDER #6 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, the City Council of Ocean City, New Jersey authorized Change Order #3 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 on April 12, 2018 by Resolution #18-54-149 in the amount of 22,705.66 for a total adjusted contract amount of \$2,185,462.91; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #4 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 on June 28, 2018 by Resolution #18-54-241 in the amount of (\$5,999.20) for a total adjusted contract amount of \$2,179,463.71; and

WHEREAS, the City Council of Ocean City, New Jersey authorized Change Order #5 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 on October 23, 2018 by Resolution #18-55-013 in the amount of \$80,281.34 for a total adjusted contract amount of \$2,259,745.05; and

WHEREAS, George J. Savastano, PE, City Engineer; Roger Rinck, Manager of Engineering & Projects; Rachel N. Ballezzi, Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #6 to City Contract #17-13, 2017 Road Improvement Program – Phase 2 is correct as follows:

Change Order #6

Increase - Supplemental

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
S-10	Form & Pour Concrete Around Existing Pole	1 Lump Sum	\$ 1,500.00	\$ 1,500.00
S-11	Remove & Replace Concrete Curb & Sidewalk On Wesley Ave	1 Lump Sum	\$ 1,900.00	\$ 1,900.00
Total Supplemental Increase:				\$ 3,400.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

Change Order #6 (Continued)

Increase - Extras

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
30.	8" x 18" Concrete Vertical Curb	853 L.F.	\$ 26.00	\$ 22,178.00
28.	Concrete Driveway 6" Thick	37.79 S.Y.	\$ 78.00	\$ 2,947.62
27.	Concrete Sidewalk 4" Thick	71.38 S.Y.	\$ 68.00	\$ 4,853.84
26.	Concrete Gutter 8" Thick	10.38 S.Y.	\$ 80.00	\$ 830.40
29.	Detectable Warning Surface (Pavers)	3 Units	\$ 500.00	\$ 1,500.00
3.	Excavation, Unclassified	19 C.Y.	\$ 20.00	\$ 380.00
Total Amount of Extras:				\$ 32,689.86

Total Amount of Increases for Change Order #6 **\$ 36,089.86**

Total Amount of Change Order #6 to City Contract #17-13, 2017 Road Improvement Program – Phase 2, including increases and decreases..... **\$ 36,089.86**

Total Amount of City Contract #17-13, 2017 Road Improvement Program – Phase 2, including Change Order #6..... **\$ 2,295,834.91**

WHEREAS, the newly adjusted contract cost including Change Order #6 is \$2,295,834.91 an increase of \$149,946.91 to the original contract which is a net 6.99 (%) 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 #6 to City Contract #17-13, 2017 Improvement Program – Phase 2 in the amount of \$36,089.86 (PO #17-03264); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #6 in the amount of \$36,089.86 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

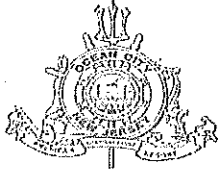
Files: RES CO#617-13 2017 Road Imprv Program - Phase 2.doc

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

AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager
FROM: Roger Rinck, Manager Engineering & Projects
DATE: November 1, 2018
RE: CHANGE ORDER NO. 6
ROAD IMPROVEMENTS PHASE 2
Project #: 17-13

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 6
on the 29-Nov-18 City Council Agenda.
This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

This change order includes the need for additional materials to reflect the as-builts and to make necessary improvements:

FORM & POUR CONCRETE AROUND EXISTING POLE	1 LUMP SUM
REMOVE & REPLACE CONCRETE CURB & SIDEWALK ON WESLEY	1 LUMP SUM
8"x18" CONCRETE VERTICAL CURB	853 L.F.
CONCRETE DRIVEWAY, 6" THICK	37.79 S.Y.
CONCRETE SIDEWALK, 4" THICK	71.38 S.Y.
CONCRETE GUTTER, 8" THICK	10.38 S.Y.
DETECTABLE WARNING SURFACE (PAVERS)	3 UNIT
EXCAVATION, UNCLASSIFIED	19 C.Y.

This change order represents a total current contract amount net change of
\$36,089.86 or 6.99%



GWP Enterprises, Inc.

PO Box 498
Franklinville, NJ 08322

Asphalt Services

Estimate

Date	Estimate No.
10/25/2018	6855

CUSTOMER:
The City of Ocean City 550 Asbury Avenue Ocean City, NJ 08226-3642
Project
2017 Road Improvement Program, Phase II

Ship To

Description	Qty	U/M	Price U/M	Total
CO #6 Request				
Overage of Quantities				
Concrete Curb -	853	LF	26.00	22,178.00
Concrete @ 6" thick	37.79	SY		2,947.62
Concrete @ 4" Thick	71.38	SY		4,853.84
Concrete Gutter	10.38	SY		830.40
ADA Mats	3	UN		1,500.00
Excavation, Unclassified	19	CY		380.00
Added work:				
Form and pour concrete curb around existing pole	1	LS		1,500.00
Remove and replace concrete curb & sidewalk on Wesley Ave	1	LS		1,900.00

Acceptance Signature : _____

Subtotal	\$36,089.86
Sales Tax (6.625%)	\$0.00
Total	\$36,089.86

Phone #	Fax #	E-mail	Web Site
856-694-4482	856-728-2895	gwpenterprises@comcast.net	www.gwpasphalt.com



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT
ROAD IMPROVEMENTS PHASE 2

CHANGE ORDER NO. 6
FILE NO. 17-13

PURCHASE ORDER #
17-03264

CONTRACTOR:
GWP
PO BOX 498
FRANKLINVILLE, NJ 08322

REASON FOR CHANGE:
MATERIALS NEEDED TO COMPLETE JOB

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	S-10	FORM & POUR CONCRETE AROUND EXISTING POLE	1	LUMP SUM	\$1,500.00	\$1,500.00
	S-11	REMOVE & REPLACE CONCRETE CURB & SIDEWALK ON WESLEY AVE	1	LUMP SUM	\$1,900.00	\$1,900.00
	0			#N/A	\$0.00	
					SUBTOTAL:	\$3,400.00
EXTRA	30	8"x18" CONCRETE VERTICAL CURB	853	L.F.	\$26.00	\$22,178.00
	28	CONCRETE DRIVEWAY, 6" THICK	37.79	S.Y.	\$78.00	\$2,947.62
	27	CONCRETE SIDEWALK, 4" THICK	71.38	S.Y.	\$68.00	\$4,853.84
	26	CONCRETE GUTTER, 8" THICK	10.38	S.Y.	\$80.00	\$830.40
	29	DETECTABLE WARNING SURFACE (PAVERS)	3	UNIT	\$500.00	\$1,500.00
	3	EXCAVATION, UNCLASSIFIED	19	C.Y.	\$20.00	\$380.00
	0			#N/A	\$0.00	
					SUBTOTAL:	\$32,689.86
REDUCTION	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$804.12	JETTY ROCK	+ SUPPLEMENTAL	\$3,400.00
2	\$16,265.13	14TH STREET		
3	\$22,705.66	SJG CONFLICT		

4	(\$5,999.20)	MATERIALS NEEDED TO PROGRESS PROJECT	+ EXTRA	\$32,689.86
5	\$80,281.34	ASPHALT & PIPE ADJUSTMENT		
6	\$36,089.86	MATERIALS NEEDED TO COMPLETE JOB	- REDUCTIONS	\$0.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$36,089.86
10				

ORIGINAL CONTRACT AMOUNT	\$2,145,888.00
AMENDED CONTRACT AMOUNT	\$2,295,834.91
TOTAL CONTRACT CHANGE (AMOUNT)	\$149,946.91
TOTAL CONTRACT CHANGE (PERCENT)	6.99%

ACCEPTED BY:

GWP _____ 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

16

**AUTHORIZING THE CHANGE ORDER #1 TO CITY RFP #Q18-010, CONSULTANT SERVICES
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
IN THE CITY OF OCEAN CITY**

WHEREAS, the U.S. Department of Housing & Urban Development has identified the City of Ocean City, Cape May County, New Jersey as an entitlement grantee, and the City of Ocean City has elected to accept its status as an entitlement grantee and is therefore required to take necessary steps in order to continue to participate in the Community Development Programs; and

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

WHEREAS, the Request for Proposal, City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City was advertised in the Ocean City Sentinel on Wednesday, June 13, 2018, the Request for Proposal and the specifications were posted on the City of Ocean City's website, www.ocnj.us and the specifications was distributed to three (3) prospective bidder(s); and

WHEREAS, proposals were received & opened for City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City on Tuesday, July 7, 2018 and two (2) proposals were received; and

WHEREAS, based on the review and evaluations conducted in accordance with New Jersey State Local Public Contract Law by Frank Donato, III, Director of Financial Management; Christine D. Gundersen, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager of the received proposal for City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City it was recommended that a contract be awarded to Triad Associates, 1301 W. Forest Grove Road Bldg. 3A, Vineland, NJ 08360; and

WHEREAS, the City Council of Ocean City, New Jersey awarded City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City on Thursday, July 26, by Resolution #18-54-277 to 2018 to TRIAD Associates; and

WHEREAS, Christine D. Gundersen, Manager of Capital Planning and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City awarded to TRIAD Associates is correct as follows:

Change Order #1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Increase-Supplemental</u>				
S1.	Scope of Services: Preparation of a FY2017 and FY2018 Comprehensive Annual Performance and Evaluation Report (CAPER);			
	FY-2017	1 Lump Sum	\$ 3,000.00	\$ 3,000.00
	FY-2018	1 Lump Sum	\$ 3,000.00	\$ 3,000.00
Total Amount of Increases				\$ 6,000.00
Total Amount of Change Order #1 to City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City Including Increases and Decrease.....				
				\$ 6,000.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City awarded to TRIAD Associates, 1301 W. Forest Grove Road, Bldg 3A, Vineland, NJ 08360 in accordance with this resolution and the submitted proposal.

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the amount of \$6,000.00 to TRIAD Associates 1301 W. Forest Grove Road, Bldg 3A, Vineland, NJ 08360 for City RFP #Q18-010, Consulting Service for the Community Development Block Grant Program in the City of Ocean City – preparation of the comprehensive annual performance & evaluation report (CAPER) for years 2017 & 2018 and shall be charged to Grant Account #G-02-40-181-242 as the purchase orders are issued.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RAW Q18-010 CDBG Programs.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

AMENDMENT NO. 1
PROFESSIONAL SERVICE CONTRACT
FOR
CONSULTANT SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This will serve as an Amendment made October 31, 2018, to the existing Contract Agreement, originally made effective and executed on August 1, 2018 between **TRIAD ADVISORY SERVICES, INC. (t/a TRIAD ASSOCIATES)**, 1301 W. Forest Grove Road, Vineland, NJ 08360 ("Consultant") and **CITY OF OCEAN CITY**, 861 Asbury Avenue, City Hall – Room 203, Ocean City, NJ 08226-3642 ("Principal").

The existing contract shall be amended to modify the Scope of Services and Compensation as follows:

SCOPE OF SERVICES: Preparation of a FY2017 and FY2018 Comprehensive Annual Performance and Evaluation Report (CAPER). Please note that preparation of a CAPER for these program years were not requested in the Ocean City RFP #Q-18-010 Scope of Services.

COMPENSATION: Principal shall provide compensation preparation of a Comprehensive Annual Performance and Evaluation Report (CAPER) as follows:

FY2017: \$3,000.00

FY2018: \$3,000.00


METHOD OF PAYMENT: Principal agrees to pay Consultant in accordance with the following billing schedule:

- \$3,000.00 upon submission of the completed FY2017 CAPER
- \$3,000.00 upon submission of the completed FY2018 CAPER
- Principal shall process all invoices for payment upon receipt.

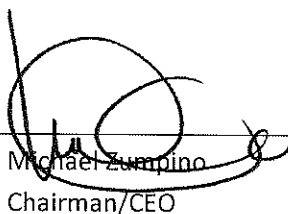
Witness/Attest:

Name
Title

Date:

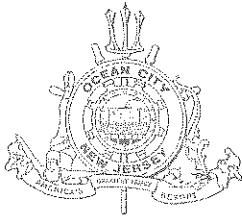


Witness/Attest



Michael Zumpino
Chairman/CEO

Date: October 31, 2018



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

MEMO

To: Joseph Clark, Purchasing Agent

From: Christine D. Gundersen, Manager of Capitol Planning

Cc: George Savastano, Frank Donato III

Date: November 20, 2018

RE: Change Order for the Preparation of both
Program Years (PY2017 and PY 2018)
Comprehensive Annual Performance and Evaluation Reports (CAPER)

I recommend approving the change order to the Professional Services Agreement with TRIAD. This is for the purpose of preparing two additional CAPER years that were not originally included in the Bid Specifications.

Please do not hesitate to contact me if you have any questions. Thank you for your kind attention to this matter.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

17

**AUTHORIZING A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND THE JERSEY CAPE
DIAGNOSTIC, TRAINING & OPPORTUNITY CENTER, INC. FOR THE MANUFACTURE AND
SUPPLY OF BEACH TAGS FOR THE CALENDAR YEAR 2019**

WHEREAS, the City of Ocean City is desirous of entering into a contract with the Jersey Cape Diagnostic, Training & Opportunity Center, Inc., for the Manufacture & Supply of Beach Tags for the Calendar Year 2019 Summer Season; and

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

WHEREAS, it is determined that it is in the best interest of the City of Ocean City to purchase Beach Tags from the Jersey Cape Diagnostic, Training & Opportunity Center, Inc.; and

WHEREAS, the Jersey Cape Diagnostic, Training & Opportunity Center, Inc., has been determined to have the necessary expertise and ability to manufacture and supply said beach tags; and

WHEREAS, the Jersey Cape Diagnostic, Training & Opportunity Center, Inc., submitted a proposal which was reviewed by Frank Donato III, Director of Financial Management; Todd L. Dwyer, Manager of Public Transportation & Revenue Collection and Joseph S. Clark, QPA, City Purchasing Manager and it was recommended that the contract be awarded to **Jersey Cape Diagnostic, Training & Opportunity Center, Inc., 4 Moore Road, Cape May Court House, NJ 08210**; and

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

WHEREAS, a contract for the Manufacture and Supply of Beach Tags with the Jersey Cape Diagnostic, Training & Opportunity Center, Inc., may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5. (1)(n); and

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

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

1. The City Purchasing Manager is hereby authorized to execute a purchase order with the Jersey Cape Diagnostic, Training & Opportunity Center, Inc. for the following:
 - a. Up to 461,000 Beach Tags @ \$130.00/m for a total of \$59,930.00
 - b. Delivery Schedule for 2019 Beach Tags

Seasonal Tags

10,001 - 50,000 due by February 1, 2019

50,001 - 120,000 due by April 16, 2019

2020 Seasonal Tags

1 – 10,000 due by November 15, 2019 (2020 Beach Tags)

Weekly & Daily Tags are due by June 1, 2019

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

- c. The quantity of seasonal, weekly and daily tags shall be determined at the time of the order by the Manager of Revenue Collection.

Note: Additional tags ordered over 461,000 may be ordered throughout the season at the established rate of \$130.00/M

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

The Director of Financial Management certifies that 2019 funds are contingent upon the adoption of the 2019 Local Municipal Budget and shall be charged to Operating Account No. 9-01-20-660-258 when the 2019 Purchase Order is issued. The estimated annual contract value is \$65,000.00.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RES 2019 Beach Tags.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



JERSEY CAPE

152 Crest Haven Road
Cape May Court House, NJ 08210
(609) 465-4117
www.jcdtoc.org

November 07, 2018

Todd L. Dwyer
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

Dear Mr. Dwyer,

There has been a slight increase in tag pricing this year as a result of trends in the plastic/vinyl industry and supply overhead. We would have liked to remain with the same pricing as previous years but that was not possible. Moving forward, Ocean City's new price per unit is \$0.13 until further notice.

Should you have any questions or concerns, please feel free to contact me at (609) 465-4117 x122.

Thank you for your time and attention to this matter.

Sincerely,

Krystel M. Arana
Systems Support Specialist



CITY OF OCEAN CITY

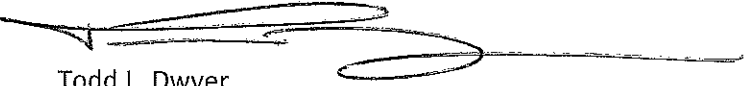
AMERICA'S GREATEST FAMILY RESORT

DIVISIONS OF

REVENUE COLLECTION & PARKING REGULATIONS

To: George Savastano, Business Administrator
Through: Frank Donato III, CFO – Director of Financial Management
From: Todd L. Dwyer, Manager of Public Transportation, Parking & Revenue Collection
Re: Jersey Cape Diagnostics, 2019 Beach Tag Pricing
Date: November 21, 2018

In regards to the Beach Tag pricing from Jersey Cape Diagnostics, there was a rate increase from 2018, from \$115.76/m to \$130/m. Pricing will be \$130/m with 2019 quantities at 461,000 to be purchased. Total cost \$59,930.00.



Todd L. Dwyer
Airport Manager
Manager of Public Transportation, Parking & Revenue Collection
26th & Bay Ave
Ocean City NJ 08226
6095259223
Tdwyer@ocnj.us

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

18

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OCEAN CITY AND HORIZON BLUE SHIELD BLUE CROSS OF NEW JERSEY “HORIZON DENTAL” AS THE PROVIDER OF THE EMPLOYEE & RETIREE DENTAL BENEFIT PROGRAM

WHEREAS, the City of Ocean City is desirous of entering into a Professional Services Contract with Horizon Blue Shield Blue Cross of New Jersey for “Horizon Dental”, P.O. Box 1738, Newark, NJ 07101 to provide the Employee & Retiree Dental Benefit Program; and

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

WHEREAS, “Horizon Dental” has been determined to have the necessary expertise and ability to provide the Dental Benefit Program for employees and retirees of the City of Ocean City; and

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

WHEREAS, George J. Savastano; Business Administrator; Frank Donato III, Director of Financial Management; Elizabeth M. Woods, Director of Human Resources; Dorothy F. McCrosson, Esq., City Solicitor; Kevin Croly, Innovative Risk Solutions, Inc. (Broker of Record); Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the said firm’s proposal and recommended that Horizon Blue Shield Blue Cross of New Jersey for “Horizon Dental”, P.O. Box 1738, Newark, NJ 07101 be awarded an alternative-non-advertised contract for the Employee & Retiree Dental Benefit Program; and

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional service contract to **Horizon Blue Shield Blue Cross of New Jersey for “Horizon Dental”, P.O. Box 1738, Newark, NJ 07101** for professional services as the provider of the Employee & Retiree Dental Benefit Program as follows:

1. Fees shall be charged and paid as per attached Schedule “A.”
2. The term of the contract shall be for a period of twelve (12) months, commencing on January 1, 2019 through December 31, 2019.
3. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for Horizon Blue Shield Blue Cross of New Jersey for “Horizon Dental” 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

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

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Horizon Blue Shield Blue Cross of New Jersey for "Horizon Dental", P.O. Box 1738, Newark, NJ 07101 beginning on January 1, 2019 and continuing through until December 31, 2019 as the provider of the Employee & Retiree Dental Benefit Program for the City of Ocean City as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that 2019 funds contingent upon the adoption of the 2019 Local Municipal Budget and shall be charged to the Operating Account No. 9-01-20-025-371. The estimated annual contract value is \$225,000.00.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO
Director of Financial Management

Peter V. Madden
Council President

Files: RPS 2019 Horizon Dental Dental Benefit Program.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

Horizon Blue Cross Blue Shield of New Jersey

Administrative Services Agreement

Horizon Dental Option Plan

Renewal Summary of Rates

Group Name: Ocean City, City of
Group Number: 01-02-03-04-05-06-07-31-096895
Renewal Period: 01/01/2019 to 12/31/2019

Average Monthly Contract Exposure

Single	2Adults	Family	P & C	Total
69	29	132	31	261

	<u>Budget Rate</u>
Single	\$33.67
2Adults	\$70.43
Family	\$90.18
P & C	\$70.43

The budget rates do not include any broker commission.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

19

**APPOINTING ELIZABETH M. WOODS, DIRECTOR OF HUMAN RESOURCES AS THE FUND
COMMISSIONER & DIANE M. WOOD, MUNICIPAL CLAIMS COORDINATOR AS THE
ALTERNATE FUND COMMISSIONER TO THE ATLANTIC COUNTY MUNICIPAL JOINT
INSURANCE FUND**

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

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

WHEREAS, the City of Ocean City recommends the appointments of Elizabeth M. Woods, Director of Human Resources, as the City’s Fund Commissioner and, Diane M. Wood, Municipal Claims Coordinator as the Alternate Fund Commissioner; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ocean City does hereby appoint Elizabeth M. Woods, Director of Human Resources as the City’s Fund Commissioner and Diane M. Wood, Municipal Claims Coordinator as the Alternate Fund Commissioner for the Atlantic County Municipal Joint Insurance Fund beginning on January 1, 2019 through December 31, 2019.

Peter V. Madden
Council President

Files: RES 2019 ACMJIF – Fund Commissioner & Alternate Fund Commissioner for the ACMJIF.doc

Offered by Seconded by

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

20

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

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

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

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

WHEREAS, the EPL Helpline will provide the following services:

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

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

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ocean City does hereby appoint Elizabeth M. Woods, Director of Human Resources as the City's primary access designee and Diane M. Wood, Municipal Claims Coordinator as the City's secondary access designee for the XL/Summit Risk Insurance Company's EPL Helpline beginning on January 1, 2019 through December 31, 2019.

Peter V. Madden
Council President

Files: RES 2019 ACMJIF – Primary & Secondary Contacts for XL-Summit Risk Ins. Company.doc

Offered by Seconded by

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

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

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

21

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY AND ATLANTICARE REGIONAL MEDICAL CENTER
FOR ADVANCED LIFE SUPPORT SERVICES FOR THE 2019 CALENDAR YEAR**

WHEREAS, the City of Ocean City provides emergency medical transport to the residents of Ocean City;
and

WHEREAS, the City of Ocean City has a need to provide advanced life support services to its residents and
others in specific situations; and

WHEREAS, AtlantiCare Regional Medical Center is a provider of such advanced life support services; and

WHEREAS, AtlantiCare Regional Medical Center will compensate the City of Ocean City for emergency
medical service transport of each patient who is covered by Medicare/Medicaid and requires advanced life support
services; and

WHEREAS, in the event that the Medicare/Medicaid rate changes during the contract period, said contract
may be amended by a pen and ink change between the respective parties; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City that the Mayor
is authorized to execute an agreement between the City and AtlantiCare Regional Medical Center for advanced life
support services; and

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are authorized to enter into
a formal contract with AtlantiCare Regional Medical Center for advanced life support services for the period
beginning on January 1, 2019 and continuing through December 31, 2019.

Peter V. Madden
Council President

Files: RES 2019 Advance Life Support--AtlantiCare Regional Medical Center.doc

Offered by Seconded by

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

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

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

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

22

AUTHORIZING THE CITY'S PARTICIPATION IN THE SOUTH JERSEY POWER COOPERATIVE (SJPC) FOR THE AWARD OF SJPC CONTRACT # A-17/2018, SUPPLY SERVICES

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

WHEREAS, the Electric Discount and Energy Competition Act (N.J.S.A. 48:3-49, et al.) authorizes contracting units subject to the Local Public's Contract Law to become "governmental aggregators" and to establish and enter into Cooperative Pricing Agreements for the purpose of purchasing electrical supply service; and

WHEREAS, the Interim Government Energy Aggregation Program Standards promulgated by the New Jersey Public Utilities (Section 5.1 (b)) permits duly registered cooperative pricing systems to join together for the purpose of purchasing electrical generation supply service as a Regional Energy Cooperative Pricing System; and

WHEREAS, the counties of Atlantic and Cape May have joined their established Cooperative Pricing Systems together by Resolution in 1999, to form the Atlantic County/Cape May County Energy Cooperative (E88-ACCMPS) for the purpose of purchasing natural gas and electric supply services for their own needs and the needs of the participating members of their Cooperative Pricing Systems; and

WHEREAS, the City of Ocean City is a member of the Cape May County Cooperative Pricing Program No. 25-CMCAP; and

WHEREAS, through the City's membership in the Cape May County Cooperative Pricing System, it is also a member in the Atlantic County/Cape May County Energy Cooperative; and

WHEREAS, the Atlantic County/Cape May County Energy Cooperative agreed to participate in the South Jersey Power Cooperative No. 57-CCCPS; and

WHEREAS, The County of Camden has agreed to act as the lead agency on behalf of the South Jersey Power Cooperative (SJPC) (Resolution # 8658); and

WHEREAS, the County of Camden received and opened publicly advertised bids on Tuesday, July 17, 2018 for SJPC ITB No. A17-18 for Electric Supply Services for the South Jersey Power Cooperative; and

WHEREAS, Concord Energy Services, Inc., Energy Consultant for South Jersey Power Cooperative, have reviewed the bid proposals and recommended that contract be awarded to Constellation NewEnergy, Inc. for Bid Lot 1, 2 & 4 and South Jersey Energy Company for Bid Lot 3, the lowest responsible bidders for Atlantic City Electric (ACE) accounts; and

WHEREAS, the respective county representatives; George J. Savastano, Business Administrator; Frank Donato III, Director of Financial Management; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid summary & award recommendations by Concord Energy Services, Inc. and the South Jersey Power Cooperative and recommend that an awards be made to Constellation NewEnergy, Inc. & South Jersey Energy Company, the lowest responsible bidders for the City of Ocean City, NJ accounts; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that SJPC ITB Contract No. A17-18, Electric Supply Services for the South Jersey Power Cooperative be and is hereby awarded as follows:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21231

Utility	Rate Code	Bid Group	Term (Months)	Bid Price
Atlantic City Electric	AGS-P, AGS-SH, DDC	1	24	\$0.07289/kWh
Atlantic City Electric	MGS-P, AGS-S	2	24	\$0.07774/kWh
Atlantic City Electric	SPL, CSL	4	24	\$0.04569/kWh

South Jersey Energy Company
1317 Route 73 North, Suite 206
Mt. Laurel, NJ 08054


Utility	Rate Code	Bid Group	Term (Months)	Bid Price
Atlantic City Electric	MGS-S, RS	3	24	\$0.08132/kWh

BE IT FURTHER RESOLVED the City Purchasing Manager is hereby authorized to enter into a twenty - four (24) month contract per N.J.S.A 40A:11-15(39) with Constellation NewEnergy, Inc. & South Jersey Energy Company beginning on the 1st meter reading after September 1, 2018 and continuing through for a twenty-four (24) month period/meter reading for September 2020 for Electric Supply Services to the City of Ocean City at various locations throughout the City as stated and in accordance with the SJPC ITB Contract No. A17-18, Electric Supply Services for the South Jersey Power Cooperative specifications and the submitted proposal form.

The Director of Financial Management certifies that funds are available for the year 2018 budget and shall be charged to 8-01-20-626-224, funds for year 2019 & 2020 are contingent upon the adoption of the 2019 & 2020 local municipal budgets and shall be charged to appropriate accounts when the purchase orders are issued. The annual estimated value of this contract is \$1,070,000.00.

CERTIFICATION OF FUNDS


Frank Donato, III, CMFO
Director of Financial Management


Peter V. Madden
Council President

FILES: RAW 2018/2019/2020 SJPC A17-18 Electric Supply Service.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

To: Participating Members of the South Jersey Power Co-Op
From: Anna Marie Wright, QPA, Purchasing Agent Camden County
Date: July 18, 2018
RE: SJPC A17-18 Electric Supply Service Bid Summary and Results
Cc: Vicki Molloy, Concord Energy Services
Tara Pasca, Concord energy Services

The County of Camden, as lead agency to the South Jersey Power Cooperative (SJPC), is pleased to provide the following summary relative to the procurement of electric supply service on the open market. As the memo below will show, the cooperative continues to experience savings and participants are projected to save over 3.6 million dollars in the aggregate over the term, when compared to the historical utility default rate. See below projected savings over term per County and its participants:

Camden County - ITB No. A17-18		
South Jersey Power Cooperative Electricity Bid Award Results		
County	Estimated Term Usage	Projected Savings Over Term
Camden	133,477,408	\$1,419,213
Atlantic	130,511,767	\$682,092
Cape May	71,998,892	\$424,249
Gloucester	128,016,492	\$1,020,654
Salem	26,410,086	\$147,401
	490,414,645	\$3,693,609

Summary:

Bids for retail electric supply service were received by the County of Camden on July 17, 2018. This overview provides a summary of the bid information and results. If you have any questions concerning this document, you may feel free to contact me or Tara Pasca of Concord Energy Services directly (contact information below).

Winning Bidders, Contact Information, Service Period and Prices:

Winning Bidder: Bid Group 1, 2, 4 & 7: **Constellation NewEnergy, Inc**
1310 Point St
Baltimore, MD 21231
609.351-9876
856.283.4040 (fax)
Shaun Bodrog
Shaun.Bodrog@constellation.com

Winning Bidder: Bid Group 3 & 5: **South Jersey Energy Company**
1317 Route 73 North, Suite 206
Mt. Laurel, NJ 08054
609.204.3954
609.704.3016 (fax)
Judi Subers
jsubers@sjindustries.com

Consultant:

Concord Energy Services
520 South Burnt Mill Road
Voorhees, NJ 08043
Phone: 856.427.0200 x 171
Fax: 856.427.6529
Tara Pasca
tpasca@concord-engineering.com

Participating Members:

SJPC Participant	County
Absecon City	Atlantic
Alloway, Township of	Salem
Atlantic City, City of	Atlantic
Atlantic County	Atlantic
Avalon, Borough of	Cape May
Berlin Township	Camden
Brigantine, City of	Atlantic
Camden County Boathouse	Camden
Camden County Buildings and Operations	Camden
Camden County College	Camden
Camden County Department of Corrections	Camden
Camden County Department of Parks	Camden
Camden County Department of Public Safety	Camden
Camden County Department of Public Works	Camden
Camden County Golf Academy	Camden
Camden County Improvement Authority	Camden
Camden County JTPA	Camden
Camden County Library	Camden
Camden County Police Department	Camden
Camden County Prosecutors Office	Camden
City of Camden	Camden
Cape May County	Cape May
Cape May County Bridge Commission	Cape May
Cape May Point	Cape May
Cape May, City of	Cape May
Carneys Point Township	Salem
Cherry Hill Fire District #13	Camden
Chesilhurst, Borough of	Camden
Clayton, Borough of	Gloucester
Collingswood, Borough of	Camden
County of Camden - Courthouse Maintenance	Camden

Dennis, Township of	Cape May County
Deptford Township	Gloucester
Deptford Twp MUA	Camden
East Greenwich Township	Gloucester
Egg Harbor City	Atlantic
Egg Harbor Township MUA	Atlantic
Egg Harbor Twp	Atlantic
Folsom Borough	Atlantic
Galloway Twp	Atlantic
Glassboro, Borough of	Gloucester
Gloucester County Buildings and Grounds	Gloucester
Gloucester County Improvement Authority	Gloucester
Gloucester County Library Commission	Gloucester
Gloucester County Special Services School District	Gloucester
Gloucester County Utility Authority	Gloucester
Gloucester County Vocational-Tech School District	Gloucester
Gloucester Township	Gloucester
Greenwich Township	Gloucester
Haddonfield, Borough of	Camden
Hamilton Twp	Atlantic
Hamilton Twp MUA	Atlantic
Housing Authority of the City of Camden	Camden
Laurel Springs, Borough of	Camden
Lindenwold Fire District #1	Camden
Lindenwold Fire District #2	Camden
Lindenwold Fire District #3	Camden
Linwood, City of	Atlantic
Logan Township	Gloucester
Longport, Borough of	Atlantic
Lower Alloways Creek Township	Salem
Lower Township	Cape May
Magnolia, Borough of	Camden
Mannington Township	Salem
Margate, City of	Atlantic
Merchantville, Borough of	Camden
Middle, Township of	Cape May
Monroe Township	Gloucester
Mount Ephraim Public Schools	Camden
Mullica, Township of	Atlantic
National Park Borough	Gloucester
Newfield, Borough of	Gloucester

Northfield	Atlantic
Ocean City	Cape May
Oldmans Township	Salem
Penns Grove, Borough of	Salem
Pennsauken Township	Camden
Pennsauken Township BOE	Camden
Pennsville Sewerage Authority	Salem
Pennsville, Township of	Salem
Pine Hill, Borough of	Camden
Pleasantville, City of	Atlantic
Pollution Control Financing Authority of Camden County	Camden
Rowan College at Gloucester County	Gloucester
Salem County	Salem
Salem County Special Services School District	Salem
Salem County Vocational School	Salem
Sea Isle City	Cape May
Somers Point, City of	Atlantic
Stratford, Borough of	Camden
Upper, Township of	Cape May
Ventnor City	Atlantic
Washington Twp MUA	Gloucester
Wenonah, Borough of	Gloucester
West Cape May, Borough of	Cape May
West Deptford Township	Gloucester
Wildwood Crest, Borough of	Cape May
Wildwood, City of	Cape May
Winslow Fire Department	Camden
Woodbury Heights, Borough of	Gloucester
Woodbury, City of	Gloucester
Woodstown, Borough of	Salem
Woodstown Sewerage Authority	Salem

Service Period:

Service Start: September 2018 (begins with each account's meter read after September 1, 2018)

Service End: August 31, 2020

Term of Service: 24 months

Bid Pricing:

The County selected the Fixed All Inclusive Pricing:

Utility	Rate Code	Bid Group	Term (Months)	Bid Price	Awarded Supplier
Atlantic City Electric	AGS-P, AGS-SH, DDC	1	24	\$0.07289/kWh	Constellation NewEnergy
Atlantic City Electric	MGS-P, AGS-S	2	24	\$0.07774/kWh	Constellation NewEnergy
Atlantic City Electric	MGS-S, RS	3	24	\$0.08132/kWh	South Jersey Energy
Atlantic City Electric	SPL, CSL	4	24	\$0.04569/kWh	Constellation NewEnergy
PSE&G	GLP, LPL-S (All Accounts)	5	24	\$0.09272/kWh	South Jersey Energy
PSE&G	BPL, PSAL	6	Not Awarded		
PSE&G	LPL-P	7	24	\$0.07197/kWh	Constellation NewEnergy

Billing and Payment Terms:

Each Participant shall receive one bill from their respective utility for the Delivery and Transportation of electricity and one bill from the Third Party Supplier (Constellation NewEnergy/South Jersey Energy) for the electricity supply service. Billing for each SJPC Member shall be based upon the applicable Local Distribution Company's (utility) meter readings by location.

Your respective utility will continue to provide safe and adequate service to include the delivery and distribution of the electricity. The utility is responsible for maintaining the existing network of poles and lines that make up the delivery system, which will serve all consumers, regardless of from whom they choose to purchase their electric supply.

Invoice payment terms are 20 days.

Ongoing Contract Support:

Throughout the term of this contract, you may contact Tara Pasca, at Concord Energy Services for assistance with contract questions, billing issues and/or general energy related questions. Tara can be reached at (856) 427-0200 x 171 or via email at tpasca@concord-engineering.com.

Thank you and best regards,

Anna Marie Wright, QPA

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT (BID A-17/2018), BY
AND BETWEEN THE COUNTY OF CAMDEN (DIVISION OF PURCHASING) AND
VARIOUS VENDORS FOR RETAIL ELECTRIC SUPPLY SERVICES, UNDER
THE SOUTH JERSEY POWER COOPERATIVE**

WHEREAS, the County of Camden on behalf of the South Jersey Power Cooperative ("SJPC") publicly advertised bids for the purpose of procuring electric energy services (Bid A-17/2018) through the paper method; and

WHEREAS, on July 17, 2018 beginning at 11:30 a.m. Prevailing Time, a bid opening was conducted for Bid A-17/2018 with five (5) bids received; and

WHEREAS, Direct Energy Business, LLC refuses to honor its bid prices for Bid Groups 1, 2, 3, 4, 5 and 6; and

WHEREAS, Aggressive Energy the second low bidder for Group 6 is above The Price to Compare; and

WHEREAS, Aggressive Energy, the low bidder for Group 7 refuses to honor its bid prices for Group 7; and

WHEREAS, Constellation New Energy, Inc. is the second lowest responsible bidder for electric generation service for Groups 1, 2, 4 and 7 for a term of 24 months at the following rates:

Group 1 - \$.07289 per kWh;
Group 2 - \$.07774 per kWh;
Group 4 - \$.04569 per kWh;
Group 7 - \$.07197 per kWh;

and

WHEREAS, South Jersey Energy Company is the second lowest responsible bidder for electric generation service for Groups 3 and 5 for a term of 24 months at the following rates:

Group 3 - \$.08132 per kWh;
Group 5 - \$.09272 per kWh;

WHEREAS, there is a need to authorize and award a contract to Constellation New Energy, Inc. for Groups 1, 2, 4 and 7 for the needs of the County of Camden and participating members of the SJPC as described above for a period of 24 months commencing with the September, 2018 meter reading, as appropriate, for each participating member; and

WHEREAS, there is a need to authorize and award a contract to South Jersey Energy, for Groups 3 and 5 for the needs of the County of Camden and participating members of the SJPC as described above for a period of 24 months commencing with the September, 2018 meter reading, as appropriate, for each participating member; and

WHEREAS, funding for this purpose (for Bid A-17/2018) shall be encumbered at the rates of the above-stated per kilowatt-hour amounts to the limit of the budget appropriation for this purpose in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2018 permanent budget and 2019 and 2020 temporary and/or permanent budgets; now, therefore,

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as described herein, the proper County officials be and are hereby authorized to execute all documents necessary to effect the agreement described herein with Constellation New Energy, Inc., 1310 Point St. Baltimore, MD 21231, for Groups 1, 2, 4 and 7 of Bid A-17/2018, as detailed herein, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as described herein, the proper County officials be and are hereby authorized to execute all documents necessary to effect

the agreement described herein with South Jersey Energy Company, One South Jersey Plaza, Folsom, New Jersey 08037, for Groups 3 and 5 of Bid A-17/2018, as detailed herein, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that each Participating Government Entity shall encumber funds in accordance with law and shall award a similar contract for its needs to the appropriate electric energy generation service supplier as described herein, in accordance with the terms and conditions of the aforementioned bid; and

BE IT FURTHER RESOLVED that second low bidder for Group 6 is hereby rejected as bid price is above price to compare.

LJP:amf

#8658

Z:\Files-General\Coop. Pricing\SJPC\ElectricBid for Bid A-17/2018
Res. auth. Bid A-17, Electric bid - Auth. 7-18-19

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY
OF A RESOLUTION ADOPTED BY THE BOARD OF
CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN
AT A MEETING HELD

July 17, 2018
Karim Simore
CLERK OF THE BOARD

INTRODUCED ON: JULY 17, 2018

ADOPTED ON:

OFFICIAL RESOLUTION:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

23

AUTHORIZING THE CITY’S PARTICIPATION IN SOURCEWELL FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE (NJPA) NATIONAL COOPERATIVE PURCHASING PROGRAM FOR CONTRACT # 120716-NAF, PASSENGER CARS & LIGHT/MEDIUM/HEAVY DUTY TRUCKS WITH NATIONAL AUTO FLEET GROUP FOR THE ACQUISITION OF ONE (1) 2019 OR NEWER FORD F-150 XL 4WD SUPERCREW TRUCK FOR THE DEPARTMENT OF FINANCIAL MANAGEMENT, DIVISION OF AIRPORT & PARKING OPERATIONS

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

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

WHEREAS, one (1) 2004 Dodge Dakota Pickup Truck has been determined to be beyond it’s useful life with the City and requires replacement at this time; and

WHEREAS, the City’s Department of Financial Management, Division of Airport & Parking Operations has a need for a one (1) 2019 or Newer Ford F-150 XL 4WD Supercrew Truck to be utilized by Division of Airport & Parking Operations personnel for daily operations; and

WHEREAS, Frank Donato, III, Director of Financial Management; Todd Dwyer, Manager of Airport & Parking Operations; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the contract from Sourcewell/National Joint Power Alliance (NJPA) Contract #120716-NAF, Passenger Cars & Light/Medium/Heavy Duty Trucks and determined that the acquisition of one (1) 2019 or Newer Ford Transit Connect Vehicles is the functional economic solution for the Department of Public Works, Electrical Division; and

WHEREAS, it is recommended that the City Council approve the acquisition of one (1) 2019 or Newer Ford F-150 XL 4WD Supercrew Truck for the Department of Financial Management, Division of Airport & Parking Operations for use throughout the City from National Auto Fleet Group; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that one (1) 2019 or Newer Ford F-150 XL 4WD Supercrew Truck be purchased from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076, in accordance with the Sourcewell/NJPA Contract #120716-NAF, Passenger Cars & Light/Medium/Heavy Duty Trucks as follows:

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

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Department of Financial Management, Division of Airport & Parking Operations				
1.	Model Year 2019 or Newer, Ford F-150 XL 4WD SuperCrew 6.5’ Box 157” WB Truck, as per attached quote #15654 for use by the City’s Division of Airport & Parking Operations	1 each	\$ 33,391.00	\$ 33,391.00
Total Amount of National Auto Fleet Group for the Department of Financial Management, Division of Airport & Parking Operations				\$ 33,391.00
Total Amount of Sourcewell/NJPA #120716-NAF, Passenger Cars & Light/Medium Heavy Duty Trucks to National Auto Fleet Group – one (1) 2019 or Newer Ford F-150 XL 4WD SuperCrew Truck as Stated above and in Quote #15654.....				\$ 33,391.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey authorizes the acquisition of one (1) model year 2019 Ford F-150 XL 4WD Supercrew Truck as stated above and in Quote #15654 for use by the Department of Financial Management, Division of Airport & Parking Operations for daily operations be purchased from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 in the total amount of 33,391.00 and that the City Purchasing Manager is authorized to issue a purchase order (PO) for said vehicles upon compliance with Local Finance Notice 2012-14 and in accordance with the terms of the Sourcewell/National Joint Power Alliance (NJPA) National Cooperative Purchasing Program Contract for Passenger Cars & Light/Medium/Heavy Duty Trucks, Contract #120716-NAF.

The Director of Financial Management certifies that funds are contingent upon the compliance with Local Finance Notice 2012-14 and shall be charged to the following Capital Account #C-04-55-303-402.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO
Director of Financial Management

Peter V. Madden
Council President

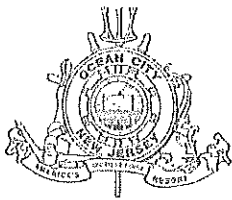
Files: Res Sourcewell/NJPA 1 2019 Ford F-150XL SuperCrew Truck-Airport - Parking.doc

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

Memo

To: Joseph Clark, Purchasing Agent
From: Michael Rossbach, Public Works
CC: George Savastano, Joseph Berenato, Frank Donato, Christine Gundersen
Date: November 7, 2018
Re: One Crewcab 4X4 Pickup Truck

Public Works, on behalf of the Finance Department, is requesting support and approval to purchase one (1) new 2019 FORD F150 4X4 Crewcab Pickup for the Airport/Parking Operations of the Ocean City Finance Department. The purchase of this vehicle is supported by the 2018 Capital Program and will be purchased through the National Joint Powers Alliance. The new pickup will replace CD-P4 a 2004 Dodge Dakota quadcab with over 77,500 miles on it and reaching the end of its service life. CD-P4 will be put on GovDeals once the new truck is delivered.

As you know Ocean City has an extensive parking infrastructure system in addition to the airport. The new truck will be used on a daily basis to support, maintain, and repair Ocean City's Airport and Parking Operations. If you have any questions or need more supporting information, please don't hesitate to contact me.

10/30/2018

Sell, service, and deliver letter



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/30/2018

Quote ID: 15654

Order Cut Off Date: TBA

Michael Rossbach Rossbach
City of Ocean City
Public Works

115 12th St

Ocean City, New Jersey, 08226

Dear Michael Rossbach Rossbach,

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

One (1) New/Unused (2019 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box 157" WB,) and delivered to your specified location, each for

	One Unit
Contract Price	\$33,391.00
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$33,391.00

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

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

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

RESOLUTION

**AMENDING THE 2018BUDGET OF THE CITY OF OCEAN CITY TO INCLUDE
ADDITIONAL REVENUE FROM THE STATE OF NEW JERSEY, OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS, SECURE THE SHORE – PHYSICAL BARRIER**

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

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

WHEREAS, the City of Ocean City has received notification of a grant in the amount of \$100,000.00 from the State of New Jersey, Office of Homeland Security and Preparedness and wishes to amend its 2018 Budget to include this amount as a revenue; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Ocean City hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2018 in the sum of \$100,000.00 which item is now available as a revenue from:

GENERAL REVENUES

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

Public & Private Revenue Offset with Appropriations (continued):
State of New Jersey, Office of Homeland Security and Preparedness – Secure the Shore – Physical
Barrier\$100,000.00
pursuant to the provisions of Statute; and

BE IT FURTHER RESOLVED that a like sum of \$100,000.00 be and the same is hereby appropriated under the caption of:

8. GENERAL APPROPRIATIONS
(A) Operations-Excluded from "CAPS"
Public & Private Programs Offset by Revenues

State of New Jersey, Office of Homeland Security and Preparedness – Secure the Shore – Physical
Barrier\$100,000.00

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

BE IT FINALLY RESOLVED that this amendment be published in the Sentinel Ledger in the issue of December 5, 2018.

Peter V. Madden,
Council President

FILES/Chapter 159 Secure the Shore – Physical Barrier 2018

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	_____	_____	_____	_____

City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

25

AUTHORIZING TRANSFERS OF APPROPRIATIONS RESERVE OF THE
2018 LOCAL MUNICIPAL BUDGET PER N.J.S.A. 40A: 4-58

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Ocean City that the following transfers as per the attachment be authorized within the 2018 Local Municipal Budget.

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 2018.

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

City Clerk

**Transfer Resolution
2018**

Transfer to:

8-01-20-310-200

Law/Legal

OE

50,000.00

\$ 50,000.00

Transfer from:

8-01-20-025-300

Admin/Human Resources

OE

50,000.00

\$ 50,000.00

\$

-

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

26

**CERTIFYING THE GOVERNING BODY HAS REVIEWED THE
BEST PRACTICES INVENTORY QUESTIONNAIRE**

WHEREAS, the State of New Jersey 2012 Appropriations Act (P.L. 2012, c.18) requires the Division of Local Government Services to determine how much of each municipality’s final 5% allocation of state aid will be disbursed based upon the results of a Best Practices Inventory; and

WHEREAS, this Inventory is a constructive way for the City to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

WHEREAS, the Best Practices Inventory Questionnaire was prepared by the Chief Financial Officer of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that Council has reviewed the 2018 Best Practices Inventory Questionnaire and requests the Municipal Clerk to submit the Best Practices Public Meeting Certification Form to the New Jersey Department of Community Affairs, Division of Local Government Services.

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 2018.

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

City Clerk

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Core Competencies	
1	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
2	Yes	Has your municipality filed a copy of all current shared service agreements and amendments thereto, for which it provides a shared service, along with the estimated savings for each party, with the Division as required by N.J.S.A. 40A:65-4b (excluding cooperative purchasing agreements governed by the Local Public Contracts Law)?	
	N/A	If a final judgment has been entered against the municipality in a legal matter such as a tax appeal, tort claim, or contractual dispute, and there is no further adjudication, or if the municipality reached a final settlement of a legal matter in the past year, has your municipality satisfied its obligations under the final judgment or settlement in a timely fashion pursuant to its terms? This question cannot be answered "Yes" if your municipality has satisfied a judgment or settlement but additional interest and/or other penalties have been imposed for noncompliance with its terms. This question does not apply to claims adjudicated or settled by the municipality's JIF or insurance carrier.	
4	Yes	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. Compliance by local elected officials is particularly important. <u>Have all of your local elected officials filed their Financial Disclosure Form in 2018 that covers the 2017 calendar year?</u>	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
5	N/A	If the amount of a final judgment not covered by a JIF or an insurance carrier exceeds the amount of reserves set aside through prudent fiscal planning, has your municipality submitted a timely refunding bond application to the Local Finance Board in order to satisfy the judgment?	
	Yes	Has your municipality adopted a written vehicle use policy prohibiting personal use of municipal vehicles except for commuting? Only answer "N/A" if your municipality does not have any municipally-owned vehicles.	
7	N/A	Having conducted a review of several LOSAP Programs across the State, on June 30, 2015 the Office of the State Comptroller issued a report raising concerns about LOSAP program oversight and contributions not being made in compliance with applicable rules and regulations. Local Finance Notice 2016-3 discusses the report's findings and provides updated guidance on LOSAP administration. If your municipality administers a LOSAP Program, have relevant officials reviewed LFN 2016-3 to ensure compliance with the LOSAP statute and implementing regulations?	
	Yes	Did your municipality file its Annual Financial Statement (AFS) with DLGS by the statutory deadline (Which may include the extended deadline of February 26, where applicable)?	
	N/A	Have all audit findings from the 2017 audit been identified in the corrective action plan? Please list the date the corrective action plan was submitted to DLGS under Comments. Only answer "N/A" if there were no audit findings in the 2017 audit.	
	N/A	Have all audit findings from the 2016 audit been and addressed such that they are not repeated in the 2017 audit? If not, please list any repeat findings under Comments. Only answer "N/A" if there were no audit findings in the 2017 audit.	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	Yes	Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that its auditor has filed a certified duplicate copy of the audit report with the Division? You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.	
12	Yes	Did your municipality file its Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 or July 31, as appropriate?	
	Yes	Is your municipality fully compliant with all outstanding debt disclosure obligations as contained in Local Finance Notice 2014-09?	
	N/A	The "Director's Ratio" (the average ratio of assessed to true market value) for each municipality as determined by the Director of the Division of Taxation, in the Table of Equalized Valuations promulgated annually pursuant to N.J.S.A. 54:1-35.1. A Director's Ratio of lower than 85 percent generally reflects inequitable assessments and the need for revaluation. N.J.A.C. 18:12A-1.14. If the ratio of assessed values to market values in your municipality is presently less than 85%, has your municipality retained an assessor, issued an RFP for revaluation services, or voted to conduct a revaluation within the next two years?	
15	N/A	Effective for CY2017/SFY2018 and CY2018/SFY2019 municipal budgets, the annual maximum contribution a municipality can appropriate for use by its volunteer fire companies or board of fire commissioners pursuant to N.J.S.A. 40A:14-34 is \$150,750. In any municipality where there are more than three volunteer fire companies or fire districts, the governing body may appropriate an additional \$50,000 annually for each additional volunteer company or fire district. At least 50% of the municipality's annual appropriation must be used by a volunteer fire company or board of fire commissioners for the purchase of fire equipment, materials and supplies. N.J.S.A. 40A:14-34 requires the volunteer fire company or fire district to provide the municipal governing body, on an annual basis, an accounting of the use of all municipal funds. See Local Finance Notice 2017-6R for further details. Is your municipality obtaining from each volunteer fire company or fire district an accounting of the use of all municipal funds?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		Please see Color Key at bottom of sheet for limits on answers	
	Answer	Question	Comments
	Yes	Did your municipality introduce and adopt its current year budget no later than the dates required by law or extended by the Director in Local Finance Notice 2017-26? This question may only be answered N/A if your municipality is under State Supervision or was instructed by the Division to delay budget adoption.	
17	Yes	Revenue earned from construction code enforcement fees must be dedicated to enforcing the UCC. N.J.A.C. 5:23-4.17 and 4.18 and Local Finance Notice 2017-15 establish detailed parameters governing municipal construction code fees. Can your municipality certify that its UCC enforcement fees do not exceed the level necessary?	
	Yes	Bid Prequalification standards can comprise an anti-competitive practice. to ensure a fair and open process, state law requires the Director of the Division of Local Government Services to approve all prequalification regulations enacted by contracting units subject to the Local Public Contracts Law. Is your municipality compliant with the obligations set forth in N.J.S.A. 40A:11-25, including seeking Director approval prior to implementing and enforcing all prequalification regulations? "N/A" is only applicable where the municipality has not adopted any prequalification regulations.	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
19	Yes	Does your municipality publish the required notices regarding professional services contracts to keep the public informed about the cost of professional services?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
20	Yes	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us . <u>Has your municipality filed all current contracts with PERC?</u>	
21	Yes	Has your municipality taken measures to prevent employee discrimination and promote equal pay for all groups protected under the Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) in light of the "Diane B. Allen Equal Pay Act" (P.L. 2018, c. 9), which greatly increases municipal liability for the failure to assure such protections?	
		Additional Best Practices	
22	Yes	Has your municipality explored shared service opportunities with other local governments (including boards of education) within the past year? In the Comments section, please identify all shared service opportunities explored, whether an agreement resulted and, where no agreement was reached, the reason(s) why.	
23	N/A	Have sufficient reserves been allocated towards satisfying any potential final judgment or settlement in a legal matter that is presently ongoing, including toward any deductible requirement imposed by the municipality's JIF or insurance carrier?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
24	Yes	Does your municipality add a fringe benefit value to the gross income reported on the employee's W-2 for employees authorized to use municipal vehicles for commuting to/from work (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? Only answer "N/A" if your municipality does not have any municipally-owned vehicles.	
25	N/A	Within the past year, has your municipality's governing body assessed the authority or authorities it has created to ascertain whether they continue to serve the public interest and are more efficient than other means of providing the same services and/or financing public facilities?	
26	N/A	Have the governing body's findings and conclusions from the annual review of its authorities been discussed as a public agenda item at a scheduled governing body meeting?	
27	N/A	Has the governing body's findings and conclusion from the annual review of its authorities been incorporated into the publicly available meeting minutes? (Please identify the meeting date under "Comments.")	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
28	Yes	Payments In Lieu of Taxes (PILOTs) are often used to spur economic development. It is imperative that municipalities monitor PILOT agreements to ensure recipients comply with all agreement terms, including timely payment and reporting. Does your municipality have an appropriate official designated to monitor exemptions granted pursuant to the Long-Term Exemption Law, N.J.S.A. 40A:20-1 et seq., and Five-Year Exemptions/Abatements granted pursuant to N.J.S.A. 40A:21-1 et seq.?	
29	Yes	Does your municipality have a documented process for ensuring compliance with the terms of each PILOT agreement?	
30	Yes	In the past year, has your municipality analyzed whether changes to its master plan and zoning ordinances could improve flood and storm resiliency? For towns that have experienced repeated or extended power outages in the past few years, please note in the comments whether public utilities have improved a) communications and b) performance in responding to those outages.	
31	Yes	If your engineer, planner, or land use board has recommended changes as part of the municipality's review of its master plan and zoning ordinances for flood and storm resiliency, is there a plan to implement the recommended changes? Please answer "No" or "Prospective" if your municipality has not reviewed its master plan and zoning ordinances to analyze whether changes could improve flood and storm resiliency.	
32	Yes	Has your municipality designated at least one staff member or consultant for community and economic development? One example would be a liaison designated to engage with businesses, developers, and investors to solicit redevelopment proposals.	
33	Yes	Does your municipality regularly coordinate planning, zoning, and development review activities (e.g. interdepartmental meetings)?	
34	Yes	Does your municipality actively maintain an inventory of blighted and vacant properties that would benefit from redevelopment?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
36	No	Does your municipality have a current community and/or economic development plan with established metrics?	
36	Yes	Does your municipality regularly review and measure progress toward the development goals set forth in its community and/or economic development plan?	
37	Yes	Does your municipality's capital improvement program coordinate the replacement of infrastructure to avoid disturbance of recent capital projects and avoid duplicated efforts?	
38	Yes	Is your municipality dedicating sufficient revenues to fund maintenance, repair and replacement of environmental and transportation infrastructure?	
39	Yes	Municipalities are encouraged to investigate all available grant opportunities; however, certain grants require commitment of matching funds, staffing levels, etc. For each grant accepted within the past year, have each grant's benefits exceeded or are they expected to exceed the actual and/or potential costs of the grant.	
40	Yes	While the issuance and renewal of bond anticipation notes can be a reasonable and prudent financing mechanism, failing to take advantage of low interest rates on permanent financing can cause municipalities to incur unnecessary carrying and issuing costs. Has your municipality evaluated its outstanding bond anticipation notes and developed a strategy to move toward permanent financing?	
41	Yes	Local Finance Notice 2018-13 discusses the Local Finance Board's recent adoption of regulations permitting all local units, county colleges, and school district boards of education/boards of trustees to use standard electronic funds transfer (EFT) technologies for payments. Has your municipality's chief financial officer and head procurement official reviewed this Notice with the governing body to determine where the use of electronic payment methods could benefit the municipality?	
42	Yes	Has your municipality assessed whether the Local Finance Board's adopted EFT regulations require changes in the municipality's current claims payment procedures as pertain to electronic payment methods?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
43	Yes	Does your municipality have a professional or professionals capable of evaluating and recommending PILOTs assess the utility and value of a PILOT before formalizing negotiations and entering into a PILOT agreement?	
44	Yes	Other states such as California and Florida have enacted Property Assessed Clean Energy (PACE) legislation that authorizes municipalities to establish programs for public or private financing of energy, water and storm resilience projects through the use of voluntary special assessments for certain property owners. There is currently a bill pending before the New Jersey Legislature, S-1611, that would authorize these PACE programs in New Jersey. Is this something that your municipality would take advantage of?	
45	Yes	Does your municipality have a professional planner on staff?	
46	Yes	The New Jersey Infrastructure Bank (NJIB, formerly NJEIT) offers low-cost financing to local governments to reduce the cost of transportation and environmental infrastructure projects. If your municipality will require financing for such projects, will it consider financing through NJIB?	
47	Yes	Have you evaluated the SALT Charitable Contribution Law (P.L. 2018, c.8) and considered its implementation?	
48	No	Does your municipality buy hybrid vehicles in all cases except where no hybrid is available that meets the municipality's needs? You may respond "N/A" only if the municipality does not own any vehicles.	We do own hybrids but who says they are the best vehicle type for all uses? Terribly worded question
49	Yes	Does your municipality own any electric vehicles?	
50	Yes	Is your municipality adhering to the mandatory, proven emergency procurement standards to ensure a process that minimizes costs to the municipality?	
51	Yes	Has your municipality adopted and implemented a more restrictive pay-to-play ordinance than the state's pay-to-play laws?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
52	Yes	Does your municipality only provide health care benefits for full time employees and officials (ie: >30 hours per week)? Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No".	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
53	Yes	Does your municipality have a policy that fixes the reimbursement rate for full-time employees who waive benefits at the lesser of 25% or \$5,000, after deducting the employee's required contribution from the premium cost?	
54	Yes	The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA?</u>	
55	Yes	Does your municipality ensure that employees complete and file standardized forms to verify all employee time worked (e.g. time cards, electronic time keeping)?	
56	Yes	Does your municipality maintain centralized records accounting for all employee leave time earned and used?	
57	Yes	Are all employee time and attendance documentation reviewed and independently verified before payroll/processing?	

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
58	Yes	Has your governing body reviewed the municipality's policies on the use of criminal history when making personnel decisions, to ensure that it does not violate Title VII in light of the 2017 amendments to the Local Budget Law (P.L. 2017, c. 183)?	
59	No	Does your municipality have an established, documented process requiring department heads to submit notice of outside employment to the municipality prior to undertaking that employment?	
60	Yes	Upon receiving a notice of outside employment from a department head, does your municipality's human resources office or equivalent assess whether a conflict of interest exists?	
61	Yes	Employee personnel manuals serve as a valuable tool to convey a municipality's policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees' rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of municipal vehicles, smoking and political activity, among others. <u>Has your municipality adopted or updated an employee personnel manual by resolution or ordinance within the last five years? If yes, please provide in the Comments section the date of the meeting during which the personnel manual was adopted.</u>	6/12/2014
	Opportunity Zones Survey		
	If your municipality is on the list found in Column K, also answer the questions below. If not, please ignore and proceed to row 223:		
	<i>The Opportunity Zones program was enacted as part of the 2017 federal Tax Cuts and Jobs Act and is designed to drive long-term capital investments into low-income rural and urban communities. This federal program provides opportunities for private investors to support investments in distressed communities through participation in Qualified Opportunity Funds.</i>		

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	0	Select	
	47	Yes	
	3	No	
	11	N/A	
	0	Prospective	
	61	Total Answered:	
	58	Score (Yes + N/A + Prospective)	
	95%	Score %	
	0%	Percent Withheld	
		Chief Administrative Officer's Certification	
		I hereby certify that the information provided in this Best Practices Inventory is accurate	Certification #(s)
		to the best of my knowledge.	
		Name & Title	Date
		George Savastano, Business Administrator	11/12/2018
		Chief Financial Officer's Certification	
		I hereby certify that the information provided in this Best Practices Inventory is accurate	Certification #(s)
		to the best of my knowledge.	N-0651
		Name	Date
		Frank Donato III	11/12/2018
		Municipal Clerk's Certification	
		I hereby certify that the Governing Body of the City of Ocean City in the County of	
		Cape May discussed/will discuss the CY 2018/SFY 2019 Best Practice Inventory as	
		completed herein at a public meeting on 11/29/18, with the Inventory results, and the	
		certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to	Certification #(s)
		be stated in the minutes of said public meeting.	C-1162
		Name	Date
		Melissa Rasner	11/12/2018

Best Practices Worksheet CY 2018/SFY2019

		Ocean City City (Cape May)	
0508		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Red = Repeat Question; Prospective answers not permitted	
		Blue = Questions where neither "not applicable" nor "N/A" answers are permitted	
		Green = Questions where neither "Prospective" nor "Not Applicable" are permitted	
		No Color = "Yes"; "No"; "Prospective" and "Not Applicable" are all permissible answers	
	Score	Aid Withheld	
	46-61	No aid withholding	
	36-45	25% of final aid payment withheld	
	26-35	50% of final aid payment withheld	
	0-25	100% of final aid payment withheld	
	Question	Table of Weblinks	
	8	https://www.nj.gov/dca/divisions/dlgs/lfns/17/2017-07.pdf	
	13	http://www.nj.gov/dca/divisions/dlgs/lfns/14/2014-09.pdf	
	15	https://www.nj.gov/dca/divisions/dlgs/lfns/17/2017-6R.pdf	
	16	https://www.nj.gov/dca/divisions/dlgs/lfns/17/2017-26.pdf	
	17	https://www.nj.gov/dca/divisions/dlgs/lfns/17/2017-15.pdf	
	18	https://www.nj.gov/dca/divisions/dlgs/lfns/16/2016-12.pdf	
	41	https://www.nj.gov/dca/divisions/dlgs/lfns/18/2018-13.pdf	
	51	http://www.nj.gov/dca/divisions/dlgs/resources/muni st docs/pay to play ordinance-contractor.doc	
	58	https://www.nj.gov/dca/divisions/dlgs/lfns/17/2017-27.pdf	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

27

AUTHORIZING THE PAYMENT OF CLAIMS

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

WHEREAS, the attached bill list represent claims against the municipality for period including November 4, 2018 to November 23, 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 – 11.04.18 TO 11.23.18.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 2018.

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

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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
16-01727	07/20/16	CALAFATI MICHAEL CALAFATI ARCHITECT,LLC	RESOLUTION 16-52-203	Open	1,518.47	0.00	B
17-00404	02/16/17	STONE A.E. STONE, INC.	RESOLUTION 17-53-053	Open	233,543.80	0.00	B
17-00763	03/24/17	SMBISHOP SHIRLEY M. BISHOP, P.P., LLC	COAH SERVICES	Open	3,602.09	0.00	B
17-01761	07/18/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-202	Open	3,383.75	0.00	
17-03264	12/19/17	GWP GWP ENTERPRISES, INC.	RES 17-53-328 CC: 17-13, 2017	Open	219,616.79	0.00	B
18-00007	01/12/18	SALES SALES & USE TAX	2018 SALES & USE TAX PAYMENTS	Open	60.15	0.00	
18-00008	01/12/18	SONJ8695 STATE OF NEW JERSEY	2018 MOTOR FUEL TAX PAYMENTS	Open	28.49	0.00	
18-00014	01/17/18	AC ELECT ATLANTIC CITY ELECTRIC	2018 CITYWIDE ELECTRIC	Open	1,362.42	0.00	B
18-00015	01/17/18	SJGAS SOUTH JERSEY GAS COMPANY		Open	2,481.72	0.00	B
18-00016	01/17/18	VERIZ VERIZON	2018 PHONE CHARGES	Open	5,246.60	0.00	B
18-00017	01/17/18	VERIZONL VERIZON ONLINE		Open	227.56	0.00	B
18-00032	01/17/18	SPINN SPINNING WHEEL FLORIST INC.		Open	244.50	0.00	B
18-00033	01/17/18	CRYSTAL CRYSTAL SPRINGS	ACCOUNT 19731863378709	Open	8.14	0.00	
18-00039	01/17/18	CAPRI CAPRIONI PORTABLE TOILETS, INC		Open	138.00	0.00	
18-00040	01/17/18	DEARBORN DEARBORN NATIONAL LIFE INSURAN		Open	1,376.61	0.00	B
18-00135	01/19/18	SUNEYONE SUNEY SOLAR OCEAN CITY ONE LLC	2018 MONTHLY PPA CHARGES	Open	1,097.98	0.00	B
18-00142	01/19/18	THOMASMI THOMAS G.SMITH, ESQ.	RES# 18-54-032 Tax Appeals	Open	1,091.05	0.00	B
18-00143	01/19/18	VERIW VERIZON WIRELESS	ACCOUNT #000133299-00001	Open	2,386.69	0.00	B
18-00157	01/19/18	VERIZ VERIZON	609 399-0505 374 64Y	Open	142.36	0.00	B
18-00161	01/19/18	ACCESS RETRIEVE HOLDINGS CORP		Open	411.83	0.00	B
18-00183	01/24/18	CAPRI CAPRIONI PORTABLE TOILETS, INC		Open	508.00	0.00	
18-00199	01/24/18	LINESYST BLOCK LINE SYSTEMS INC.	2018 PHONE SERVICES	Open	12,474.40	0.00	B
18-00210	01/24/18	ADP AUTOMATIC DATA PROCESSING	2018 PAYROLL SERVICE	Open	14,638.93	0.00	
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
18-00228	01/29/18	GRITH GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2018	Open	3,444.00	0.00	
18-00229	01/29/18	SCHAEFFE SCHAEFFER NASSAR SCHEIDEGG	PROFESSIONAL SERVICES 2018	Open	2,150.00	0.00	
18-00230	01/29/18	SCHEULE SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2018	Open	1,950.00	0.00	
18-00232	01/29/18	STEIN MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2018	Open	1,921.00	0.00	
18-00250	01/29/18	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	25.99	0.00	
18-00255	02/01/18	EFMLEASE ENTERPRISE FLEET MANAGEMENT	Leasing of Vehicles	Open	2,362.83	0.00	
18-00263	02/01/18	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #19747563378700	Open	180.25	0.00	B
18-00290	02/05/18	CMCMU C.M.C.M.U.A.		Open	47,425.22	0.00	B
18-00309	02/05/18	WISERLIN WISER LINK ADVERTISING, INC		Open	1,785.17	0.00	B
18-00313	02/07/18	ACTIO ACTION SUPPLY, INC.		Open	50.00	0.00	B
18-00314	02/07/18	ACUA ATLANTIC COUNTY UTILITY AUTHOR		Open	2,035.22	0.00	B
18-00317	02/07/18	STETS B. W. STETSON & CO.	COFFEE SUPPLIES FOR 2018	Open	254.50	0.00	B
18-00360	02/07/18	GEICONSU GEI CONSULTANTS, INC		Open	11,384.33	0.00	B
18-00361	02/07/18	CRYSTAL CRYSTAL SPRINGS	ACCOUNT# 1974633-3378444	Open	87.04	0.00	
18-00391	02/13/18	TIX COM TIX, INC.		Open	722.25	0.00	B
18-00421	02/16/18	HORIZOND HORIZON BS BC OF NEW JERSERY		Open	3,234.80	0.00	B
18-00422	02/16/18	NATIONAL NATIONAL VISION ADMIN, LLC		Open	502.77	0.00	
18-00439	02/16/18	CALAFATI MICHAEL CALAFATI ARCHITECT,LLC	CH BR Alternation App NJHPO	Open	792.71	0.00	B
18-00443	02/16/18	EARTT EARTHTECH CONTRACTING, INC	RES#12-49-023 RES#17-53-353	Open	6,816.00	0.00	
18-00447	02/16/18	RIGGI RIGGINS, INC.	RES #18-54-035	Open	1,798.15	0.00	B
18-00469	02/22/18	PRESS THE PRESS	2018 ADVERTISING	Open	104.96	0.00	
18-00471	02/22/18	CRYSTAL CRYSTAL SPRINGS		Open	116.35	0.00	
18-00493	02/23/18	SCHEULE SCHEULE PLANNING SOLUTIONS LLC	RES #17-53-332	Open	2,670.00	0.00	
18-00506	02/28/18	CRYSTAL CRYSTAL SPRINGS	ACCT 3378728;14718356,11750002	Open	19.43	0.00	
18-00567	03/01/18	RUDERMAN RUDERMAN, HORN & ESMERADO PC	RESOLUTION# 18-54-031	Open	4,510.00	0.00	B

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Bill List By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-00588	03/02/18	ACTENGIN	ACT ENGINEERS INC	Open	11,444.83	0.00	B
18-00617	03/12/18	EARTT	EARTHTECH CONTRACTING, INC	Open	6,631.15	0.00	B
18-00631	03/12/18	AGUZZO	A. GUZZO LANDSCAPING LLC	Open	900.00	0.00	
18-00667	03/14/18	SCHID	SCHINDLER ELEVATOR CORPORATION	Open	1,577.69	0.00	B
18-00672	03/15/18	CALAFATI	MICHAEL CALAFATI ARCHITECT,LLC	Open	1,536.88	0.00	
18-00691	03/20/18	BENISTAR	BENISTAR	Open	3,861.58	0.00	B
18-00710	03/20/18	LEXA	LEXA CONCRETE, INC.	Open	150,735.76	0.00	B
18-00718	03/26/18	DTOAL	DONALD A. TOAL JR	Open	24.00	0.00	B
18-00744	03/26/18	LONGPORT	LONGPORT MEDIA LLC	Open	600.00	0.00	
18-00759	03/30/18	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	Open	44.00	0.00	B
18-00769	03/30/18	GLEES	GLEESON'S AUDIO-VIDEO, LLC	Open	14,157.51	0.00	
18-00782	04/04/18	SCHIAVON	FRED M. SCHIAVONE CONST., INC.	Open	30,656.96	0.00	B
18-00842	04/18/18	MAINL	MAIN LINE COMMERCIAL POOLS,INC	Open	950.00	0.00	B
18-01072	04/23/18	TEIT	TEITLER & TEITLER, LLC	Open	300.00	0.00	B
18-01090	04/23/18	PIER4	PIER 4, L.L.C.	Open	2,494.80	0.00	
18-01092	04/23/18	BELCHERE	ERIC GEOFFREY BELCHER	Open	1,800.00	0.00	
18-01139	04/30/18	SEATSLE	CITY OF SEA ISLE CITY	Open	1,375.00	0.00	B
18-01213	05/08/18	NJDEPGFB	TREAS, STATE OF NJ/1995 GT	Open	12,436.64	0.00	
18-01214	05/08/18	NJDEP	TREAS, STATE OF NJ/1989 GT	Open	6,917.88	0.00	
18-01237	05/11/18	CONSOL S	CONSOLIDATED STEEL & ALUMINUM	Open	21,627.50	0.00	
18-01256	05/11/18	OCHUM	OCEAN CITY HUMANE SOCIETY	Open	8,388.75	0.00	
18-01290	05/18/18	GREASEB	THE GREASEBAND, INC	Open	12,000.00	0.00	
18-01291	05/18/18	SOUNDUN	SOUND UNIFORM SOLUTIONS/	Open	948.09	0.00	
18-01614	06/05/18	CFTMON	CFT MONITORING, LLC	Open	4,660.00	0.00	B
18-01720	06/08/18	BUSTEDKN	BUSTED KNUCKLE AUTO & TIRE LLC	Open	25.00	0.00	
18-01739	06/21/18	SEASHORE	SEASHORE ASPHALT CORP.	Open	391.85	0.00	B
18-01775	06/21/18	MITY	MITY-LITE INC.	Open	4,986.40	0.00	
18-01788	06/21/18	ACTENGIN	ACT ENGINEERS INC	Open	3,488.58	0.00	
18-01791	06/21/18	ACTENGIN	ACT ENGINEERS INC	Open	4,797.85	0.00	
18-01825	07/03/18	GFIENTER	GFI ENTERTAINMENT LLC	Open	5,000.00	0.00	
18-01855	07/03/18	LGB MECH	LGB MECHANICAL INC.	Open	149,940.00	0.00	B
18-01857	07/03/18	TORTORIC	TORTORICE CONTRACTORS, INC.	Open	22,338.00	0.00	B
18-01901	07/13/18	MRC	MARTURANO RECREATION COMPANY	Open	38,165.00	0.00	
18-02088	07/27/18	PUREAIRE	PURE AIRE	Open	33,700.00	0.00	
18-02091	07/27/18	HUBER	HUBER LOCKSMITHS, INC	Open	11,472.50	0.00	B
18-02257	08/14/18	SPARKELE	SPARK ELECTRIC SERVICE, INC	Open	3,000.00	0.00	
18-02266	08/15/18	CAPEHOR	CAPE SHORE CHORALE	Open	550.00	0.00	
18-02268	08/15/18	GROSSR	ROBERT J GROSS	Open	550.00	0.00	
18-02352	08/21/18	EGGERTR	RUSS EGGERT/LORI EGGERT	Open	2.50	0.00	
18-02366	08/22/18	BATASTIE	EMILY BATASTINI	Open	500.00	0.00	
18-02402	08/24/18	SOUTHWIN	SOUTHWIND CONSTRUCTION CORP	Open	632,740.81	0.00	
18-02540	08/29/18	JESCO	JESCO EQUIPMENT CO.	Open	5,846.34	0.00	
18-02544	09/05/18	CENTERST	CENTER STAGE ARTISTS	Open	4,250.00	0.00	
18-02570	09/10/18	HORIN	BILL HORIN PHOTOGRAPHY	Open	3,260.00	0.00	
18-02574	09/10/18	BOSACCOM	MEGAN BOSACCO	Open	120.00	0.00	
18-02584	09/12/18	ACTENGIN	ACT ENGINEERS INC	Open	125,893.17	0.00	B
18-02612	09/19/18	CENTERS	CENTER STAGE ENTERTAINMENT,INC	Open	16,775.00	0.00	
18-02616	09/19/18	ENTERIDO	I DO ENTERTAINMENT	Open	2,500.00	0.00	
18-02623	09/19/18	SALAZARA	ANTHONY SALAZAR	Open	2,000.00	0.00	
18-02625	09/19/18	CAPTIVAT	CAPTIVATE ENTERTAINMENT LLC	Open	1,000.00	0.00	
18-02636	09/19/18	DENNISTR	DENNIS TRANSPORTATION LLC	Open	2,450.00	0.00	
18-02637	09/19/18	IMPAL	IMPALA ISLAND INN	Open	440.00	0.00	
18-02685	09/24/18	DCAPRODU	DCA PRODUCTIONS PLUS, INC.	Open	1,750.00	0.00	
18-02687	09/24/18	PHILLYKE	PHILLY KEYS LLC	Open	1,500.00	0.00	

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Bill List By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-02688	09/24/18	SHOWSTOP	SHOW STOPPERS UNLIMITED	Open	2,350.00	0.00	
18-02702	09/27/18	EASTS	EASTERN SIGN CO	Open	4,500.00	0.00	
18-02822	10/04/18	JOHNAMCC	JOHN A MCCANN & ASSOCIATES 1640 HAVEN AVENUE 1606/5	Open	600.00	0.00	
18-02827	10/04/18	BISCA	BISCAYNE SUITES CONDO. ASSOC. RES#18-54-256	Open	507.48	0.00	
18-02842	10/05/18	GRAPHIC	GRAPHIC DESIGNS INTERNATIONAL	Open	436.40	0.00	
18-02846	10/05/18	OCTHEATR	OCEAN CITY THEATRE COMPANY	Open	8,500.00	0.00	
18-02864	10/12/18	INSTIFRA	THE FRANKLIN INSTITUTE	Open	830.00	0.00	
18-02872	10/12/18	JPZENTER	JPZ ENTERTAINMENT, INC.	Open	2,750.00	0.00	
18-02907	10/18/18	HUBER	HUBER LOCKSMITHS, INC Reso 18-54-258	Open	2,220.00	0.00	
18-02911	10/18/18	NJAMERIC	NJ AMERICAN WATER COMPANY RELEASE OF MAINTENANCE	Open	133.86	0.00	
18-03018	10/25/18	LETSPART	LET'S PARTY PAINTERS	Open	300.00	0.00	
18-03021	10/25/18	CONSP	CONSOLIDATED PLASTICS COMPANY	Open	515.85	0.00	
18-03025	10/25/18	QUANT	QUANTUM INC.	Open	144.00	0.00	
18-03029	10/25/18	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	420.98	0.00	
18-03034	10/25/18	BARANYIJ	JOAN BARANYI MEMBERSHIP REFUND	Open	15.00	0.00	
18-03036	10/25/18	SCHUMACH	WILLIAM SCHUMACHER	Open	2,000.00	0.00	
18-03038	10/25/18	CAPEENVI	CAPE ENVIRONMENTAL TESTING LAB POOL TESTING	Open	405.00	0.00	
18-03040	10/25/18	PRICEAS	PRICE & ASSOCIATES 3304 BAY AVENUE	Open	2,000.00	0.00	
18-03042	10/25/18	BUCHKOVA	SYLVIA BUCHKOVA MEMBERSHIP REFUND	Open	160.00	0.00	
18-03044	10/26/18	SPOT-ON	SPOT-ON ENTERTAINMENT Reso #18-55-008	Open	11,000.00	0.00	
18-03045	10/26/18	DOWNTOWN	DOWNTOWN DECORATIONS, INC. CC: #18-16 Reso: #17-53-324	Open	25,870.00	0.00	
18-03046	10/26/18	LAFAYETT	LAFAYETTE UTILITY CONST.CO.INC	Open	10,800.00	0.00	
18-03047	10/26/18	DISPL	DISPLAY SALES CO.	Open	599.25	0.00	
18-03048	10/26/18	PERNAFIN	PERNA FINNIGAN, INC.	Open	9,895.60	0.00	
18-03071	10/31/18	AIRPO	AIRPOWER INTERNATIONAL, INC.	Open	855.60	0.00	
18-03075	10/31/18	CONTINUI	CONTINUING EDUCATION UNION EDUCATION SEMINAR - 12/14/18	Open	95.00	0.00	
18-03085	10/31/18	DEPOS	THE DEPOSITORY TRUST COMPANY DEBT SERVICE 2018 B.A.N.	Open	740,861.29	0.00	
18-03094	11/05/18	EMERJEAR	EMERJE ARTIST DEVELOPMENT	Open	500.00	0.00	
18-03096	11/05/18	LATECH	LATECH CONSULTING, INC. SHAPE.NET SOFTWARE	Open	2,700.00	0.00	
18-03099	11/05/18	FIRSS	FIRE & SAFETY SERVICES, LTD. 18-54-026	Open	470.00	0.00	
18-03100	11/05/18	ARLENES	ARLENE'S ON ASBURY	Open	2,160.00	0.00	
18-03102	11/05/18	ACTIO	ACTION SUPPLY, INC. RES. 18-55-006	Open	2,617.14	0.00	B
18-03106	11/05/18	ECP	E.C.P. BUSINESS MACHINES REPROGRAM AIRPORT CASH REG..	Open	136.00	0.00	
18-03107	11/05/18	BARTA	MIKE BARTA & SONS INC. AP FUEL SERVICE INSP. & REPAIR	Open	2,358.32	0.00	
18-03108	11/05/18	COOC	CITY OF OCEAN CITY LIFE GUARD PENSION 2018	Open	200,000.00	0.00	
18-03109	11/05/18	CONSTELL	CONSTELLATION NEWENERGY, INC 2018 NEW ENERGY SUPPLIER	Open	14,363.87	0.00	B
18-03110	11/05/18	AIRPO	AIRPOWER INTERNATIONAL, INC.	Open	545.50	0.00	
18-03111	11/05/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC AP FESTIVAL RENTAL	Open	532.00	0.00	
18-03113	11/05/18	OPTICALS	OPTICAL SCIENTIFIC INC AIRPORT AWOS SERVICE	Open	956.50	0.00	
18-03114	11/05/18	BUSIS	BUSINESS & NEIGHBORHOOD DEVEL. 2018 B.A.N.D DEBT RELIEF	Open	21,383.39	0.00	
18-03116	11/13/18	CAPORUSS	FRANK & MARION CAPORUSSO ESCROW REFUND 18-004 Z	Open	1,557.80	0.00	
18-03117	11/13/18	NORTHPEA	NORTH PEAK HOLDINGS, LLC ESCROW REFUND 18-001 Z	Open	50.72	0.00	
18-03118	11/13/18	VIGILANT	NICHOLAS VIGILANTE ESCROW REFUND 17-032 Z	Open	440.62	0.00	
18-03119	11/13/18	MALFITAN	VINCENT & JENNIFER MALFITANO ESCROW REFUND 14-0221 ZC	Open	37.82	0.00	
18-03120	11/14/18	DRESSM	MICHAEL DRESS	Open	65.00	0.00	
18-03121	11/14/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	966.43	0.00	
18-03122	11/14/18	SHERW	SHERWIN WILLIAMS #3760 81339	Open	313.94	0.00	
18-03123	11/14/18	SERVICES	SERVICEMASTER OF THE SHORE Reso #18-55-026	Open	21,251.43	0.00	
18-03129	11/14/18	OCAIR	CITY OF OCEAN CITY AIRPORT 2018 OC AIRSHOW FUEL SALES	Open	1,752.99	0.00	
18-03130	11/14/18	DUNCAND	DEAN W DUNCAN	Open	550.00	0.00	
18-03159	11/20/18	HARTMAN	MICHAEL J. HARTMAN	Open	37.29	0.00	
18-03187	11/20/18	HARTMAN	MICHAEL J. HARTMAN	Open	26.75	0.00	
18-03188	11/20/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	997.77	0.00	
18-03189	11/20/18	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	963.69	0.00	

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

Page No: 4

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
18-03190	11/20/18	NAPAAUTO SEAVILLE	NAPA AUTO PARTS	Open	823.50	0.00	
18-03191	11/20/18	NAPAAUTO SEAVILLE	NAPA AUTO PARTS	Open	955.81	0.00	
18-03192	11/20/18	NAPAAUTO SEAVILLE	NAPA AUTO PARTS	Open	852.76	0.00	
18-03193	11/20/18	CRUZA	CRUZAN'S TRUCK SERVICE INC.	Open	90.68	0.00	
18-03194	11/20/18	SHERW	SHERWIN WILLIAMS #3760	Open	548.43	0.00	
18-03195	11/20/18	SJNIG	SOUTHERN NJ CHAP OF NAT INSTIT	Open	86.00	0.00	
Total Purchase Orders:		164	Total P.O. Line Items:	0	Total List Amount:	3,099,293.78	Total Void Amount: 0.00

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CITY OF OCEAN CITY
Check Register By Check Id

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Issued Outside Bull list

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 95254 to 95254
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
95254	11/14/18	SURFSIDE SURFSIDE CONSTRUCTION COMPANY	900.00		4557

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	900.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	900.00	0.00

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CITY OF OCEAN CITY
Check Register By Check Id

Page No: 1

Issued Outside

Range of Checking Accts: GENERAL
Report Type: All Checks

to GENERAL

Range of Check Ids: 95270 to 95271

Bill List

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

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
95270	11/20/18	SJGRS SOUTH JERSEY GARDEN RAILROAD	300.00		4565
95271	11/20/18	SJSCALER SOUTH JERSEY S SCALERS, INC	300.00		4565

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	600.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	600.00	0.00

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CITY OF OCEAN CITY
Check Register By Check Id

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Issued outside Bill List

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 95266 to 95267
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
95266	11/20/18	FLAND FLANDERS HOTEL	1,573.90	4565
95267	11/20/18	JETOURLIN JE TOURING INC	12,500.00	4565

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	14,073.90	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	14,073.90	0.00