

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 1

**AUTHORIZING A CLOSED EXECUTIVE SESSION FOR  
THE PURPOSE OF DISCUSSING BOARD & COMMISSION APPOINTMENTS**

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

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

**BE IT FURTHER RESOLVED**, the minutes from this meeting as they pertain to Boards & Commissions shall be made available to the public once the appointments have been made and the appointees have taken office.

\_\_\_\_\_  
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 ..... 2019.

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

**ORDINANCE NO. 19-02**

**AN ORDINANCE SUPPLEMENTING THE REVISED GENERAL ORDINANCES  
OF THE CITY OF OCEAN CITY  
(Boardwalk Entertainers)**

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

**SECTION 1.**

Chapter XVIII, "Beaches, Boardwalks and Recreational Areas", Section 18-13, "Boardwalk Entertainers", paragraph e of Sub-section 18-13.2, "Rules and Regulations" is hereby amended to read as follows:

**18-13.2 Rules and regulations.**

- e. Sound produced by an entertainer (or group of entertainers) shall not be audible thirty (30') feet from the Boardwalk railing adjacent to which the entertainer(s) is/are performing. No electronic amplified devices are permitted for performances

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All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.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

2.21.19

DFM

Explanation: Prohibit electronic amplified devices.

## ORDINANCE NO. 19-03

### **AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 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 certain multifamily residential developments or redevelopments 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 of 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**.

#### **25-1900. AFFORDABLE HOUSING SET ASIDE.**

##### **25-1900.1 Purpose.**

This Section of the City of Ocean City Code sets forth regulations regarding the percentage of housing units devoted to low- and moderate-income households required within an inclusionary development in Ocean City that are consistent with the court-ordered agreement.

##### **25-1900.2 Applicability and Requirements.**

a. Any multifamily residential development or redevelopment, that will contain five (5) or more dwelling units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan shall comply with the following:

1. A minimum of fifteen (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 one-half (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 one-half (0.5), the obligation shall be rounded up and the additional unit shall be provided.

2. A minimum of twenty (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 one-half (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 one-half (0.5), the obligation shall be rounded up and the additional unit shall be provided.

b. 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 five (5) or more dwelling units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre.

c. At least one-half (0.5) 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 thirteen (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.

d. This ordinance does not give any developer the right to any such rezoning, variance, redevelopment designation or development plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief. This ordinance shall not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with the municipality's Court-approved Housing Element and Fair Share Plan, which sites shall comply with the applicable adopted zoning. No site shall be permitted to be subdivided so as to avoid compliance with this 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.

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

**ORDINANCE NO. 19-04**

**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 Stories			
	(1)	(2)	(3)		Pitched Roof				
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 19-01**

### **AN ORDINANCE AMENDING CHAPTER XXV, OCEAN CITY ZONING AND LAND DEVELOPMENT ORDINANCES OF THE CITY OF OCEAN CITY, SECTION 25-203.5, "PROHIBITED USES AND STRUCTURES IN ALL ZONES"**

(Prohibiting businesses which cultivate, manufacture, test or sell marijuana and marijuana paraphernalia.)

**WHEREAS**, the Zoning and Land Use ordinances of the City of Ocean City do not include regulations related to the sale of medicinal marijuana, nor recreational marijuana, nor the paraphernalia which facilitates the use thereof; and,

**WHEREAS**, the unregulated location of establishments which sell marijuana of either type and/or the paraphernalia that facilitate the use thereof raises legitimate and substantial concerns about the impact of such establishments on the City, including questions about the compatibility of such establishments with existing uses and development in residential and commercial zones; the compatibility of such establishments with schools and recreational facilities which are frequented by minors, including, but not limited to, parks, playgrounds, basketball and tennis courts, the skateboard park, the sports fields and track, and the boardwalk; and the possible illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products; and,

**WHEREAS**, the possible effect of the location and operation of retail marijuana establishments within the City has potentially serious implications for the health, safety and welfare of the City, its residents, its guests and its employees;

**WHEREAS**, the City desires to ensure that such facilities are not allowed within ¼ mile of a school, church, recreational/sports facility, the boardwalk or any residential zone; and,

**WHEREAS**, there is no area of the City which can safely house a business selling medicinal and recreational marijuana and/or the paraphernalia that facilitates the use of same;

**NOW, THEREFORE, 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 foregoing recitals are incorporated herein as if set forth at length.

#### **SECTION 2**

Section 25-203.5, **Prohibited Uses and Structures in All Zones**, is hereby amended to include the following:

j. The operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and the sale of marijuana and/or paraphernalia that facilitates the use of marijuana.

#### **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.





SCHEULE

PLANNING SOLUTIONS, LLC

Community Development

Municipal Planning

Master Plans

Zoning Codes

Redevelopment

CITY OF OCEAN CITY  
ORDINANCE NO. 19-01  
**Master Plan Consistency Report**

**Introduction.**

Ordinance 19-01 - "An Ordinance Amending and Supplementing Chapter XXV, Zoning and Land Development of the Revised General Ordinances of the City of Ocean City, New Jersey SECTION 25-203.5, "PROHIBITED USES AND STRUCTURES IN ALL ZONES" was introduced and adopted on first reading by City Council on January 10, 2019. According to the City Clerk, Ordinance 19-01 will be advertised according to law and is scheduled for second reading and public hearing on February 14, 2019.

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

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

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

**Ordinance Summary.**

Ordinance 19-01 revises §25-203.5 of the City Code to prohibit "The operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and the sale of marijuana and/or paraphernalia that facilitates the use of marijuana." The entire ordinance is attached to this report.

**Analysis and Conclusion.**

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

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

The following Master Plan Goals and Objectives are relevant to Ordinance 19-01:

- *Borne from common values and a shared vision, the over-arching goal of the Ocean City Master Plan is to enhance and promote those characteristics that identify Ocean City as a desirable community for resident families, and as a family resort destination for the region and beyond.*
- *To encourage municipal actions which will guide the long range appropriate use and development of lands within the City of Ocean City in a manner which will promote the public health, safety, and general welfare of present and future residents.*
- *To provide sufficient space and facilities in appropriate locations within the City for residential, business, office, public, quasi-public uses and parking in a manner, which will provide for balanced City growth and development.*
- *To provide for the maintenance of Ocean City's resort character and posture as a recreation resource of the State and eastern United States including protection of the ocean, bay and wetlands, maintenance and replenishment of beaches as needed.*
- *To encourage coordination of the numerous regulations and activities which influence land development with a goal of producing efficient uses of land with appropriate development types and scale.*

Having considered Ordinance 19-01 and the Master Plan, it is my professional opinion that this Ordinance will advance the Master Plan Goals and Objectives cited herein and that Ordinance 19-01 is consistent with the Ocean City Master Plan.

Respectively submitted,



Randall E. Scheule, PP/AICP

New Jersey Professional Planner License No. LI003666

January 21, 2019

**ORDINANCE 19-01**

**AN ORDINANCE AMENDING CHAPTER XXV, OCEAN CITY ZONING AND LAND DEVELOPMENT ORDINANCES OF THE CITY OF OCEAN CITY, SECTION 25-203.5, "PROHIBITED USES AND STRUCTURES IN ALL ZONES"**

(Prohibiting businesses which cultivate, manufacture, test or sell marijuana and marijuana paraphernalia.)

**WHEREAS**, the Zoning and Land Use ordinances of the City of Ocean City do not include regulations related to the sale of medicinal marijuana, nor recreational marijuana, nor the paraphernalia which facilitates the use thereof; and,

**WHEREAS**, the unregulated location of establishments which sell marijuana of either type and/or the paraphernalia that facilitate the use thereof raises legitimate and substantial concerns about the impact of such establishments on the City, including questions about the compatibility of such establishments with existing uses and development in residential and commercial zones; the compatibility of such establishments with schools and recreational facilities which are frequented by minors, including, but not limited to, parks, playgrounds, basketball and tennis courts, the skateboard park, the sports fields and track, and the boardwalk; and the possible illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products; and,

**WHEREAS**, the possible effect of the location and operation of retail marijuana establishments within the City has potentially serious implications for the health, safety and welfare of the City, its residents, its guests and its employees;

**WHEREAS**, the City desires to ensure that such facilities are not allowed within ¼ mile of a school, church, recreational/sports facility, the boardwalk or any residential zone; and,

**WHEREAS**, there is no area of the City which can safely house a business selling medicinal and recreational marijuana and/or the paraphernalia that facilitates the use of same;

**NOW, THEREFORE, 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 foregoing recitals are incorporated herein as if set forth at length.

**SECTION 2**

Section 25-203.5, **Prohibited Uses and Structures in All Zones**, is hereby amended to include the following:

j. The operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and the sale of marijuana and/or paraphernalia that facilitates the use of marijuana.

**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.

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Jay A. Gillian, Mayor

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Peter V. Madden, Council President

The above Ordinance was passed on introduction and first reading by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 10<sup>th</sup> day of January, 2019, and will be taken up for second reading and final passage at a meeting of said Council to be held on the 14<sup>th</sup> day of February, 2019, in Council Chambers at City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

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Melissa Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 2

**AUTHORIZING CITY STAFF TO PROCESS AN  
INVOLUNTARY DISABILITY RETIREMENT APPLICATION**

**WHEREAS**, City of Ocean City has employed a Fire Fighter; and

**WHEREAS**, the Fire Fighter has been an active member of the IAFF Local 4032; and

**WHEREAS**, the Fire Fighter has 22 years and 4 months of Service Credit, meeting the minimum service credit requirement of at least 20 years for PFRS members; and

**WHEREAS**, the City staff is of the opinion that the Fire Fighter is totally and permanently disabled and no longer can perform his assigned duties based on the documentation supplied by professionals retained by the City; and

**WHEREAS**, the City of Ocean City is unable to provide an alternative position with duties capable of being performed by said Fire Fighter; and

**WHEREAS**, the City of Ocean City Fire Chief has consented to the processing of the Involuntary Disability Retirement application;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Ocean City that the Business Administrator of the City of Ocean City process an Involuntary Disability Retirement application for the Fire Fighter; and,

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to all parties involved in the administration of this action.

\_\_\_\_\_  
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 ..... 2019.

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

\_\_\_\_\_  
City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 3

**TO AUTHORIZE THE ADVERTISEMENT OF SPECIFICATIONS FOR  
CITY CONTRACT #19-01, CONCESSION LICENSES FOR THE SALE OF ICE CREAM &  
BEVERAGE RELATED PRODUCTS AT CITY OWNED STREET ENDS**

**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 #19-01, Concession Licenses for the Sale of Ice Cream & Beverage Related Products at City Owned Street Ends.

\_\_\_\_\_  
Peter V. Madden  
Council President

Note: Legal advertisement will be placed in the Ocean City Sentinel on Wednesday, March 6, 2019 with the bid proposal opening scheduled on Tuesday, March 26, 2019 and an anticipated date of award on Thursday, April 11, 2019.

Files: RAU 19-01 Concession License.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 ..... 2019

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**

**# 4**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY & MUSIC THEATER INTERNATIONAL FOR ROYALTY FEES FOR USE OF VARIOUS PERFORMANCES BY THE OCEAN CITY THEATER COMPANY AND THE OCEAN CITY POPS FOR THE 2019 SEASON**

**WHEREAS**, the City of Ocean City requires music, scripts & production materials for the Ocean City Theater Company and the Ocean City Pops various performances & productions; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to promote the arts & tourism and to have said cultural events; and

**WHEREAS**, Music Theater International, MTI, is a theatrical licensing agency holding theatrical rights for a large number of Musical, Broadway and other theatrical performances; and

**WHEREAS**, the City of Ocean City is required by law to honor and pay royalty fees to Music Theater International, MTI for various the Musical, Broadway and other theatrical performances that the City of Ocean City's promote; 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 schedule and recommended that Music Theater International, MTI, 421 W. 54<sup>th</sup> Street, 2<sup>nd</sup> Fl, New York, NY 10019, be awarded an alternative-non-advertised contract for the payment of Royalty Fees so that the Ocean City Theater Company and the Ocean City Pops can continue to provide quality performance during the 2019 season; 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**, Music Theater International, MTI have 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 Music Theater International, MTI from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **Music Theater International, MTI, 421 W. 54<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10019** for the rights to various Musical, Broadway and other theatrical performances. The estimated annual contract value is \$45,000.00.

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 royalty fees based on the availability of funds.
2. A copy of the Pay-to-Play Certification has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Music Theater International, MTI, 421 W. 54<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10019 for the professional rights to various Musical, Broadway and other theatrical performances artist are needed by the City of Ocean City for the 2019 season.

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

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RAW MIT music royalty fees.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 ..... 2019

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**

# 5

**AUTHORIZING THE AWARD OF CITY CONTRACT #19-04 R-1,  
RECREATIONAL BASKETBALL CAMP PROGRAM**

**WHEREAS**, specifications were authorized for advertisement by Resolution #18-55-049 on Thursday, November 29, 2018 for City Contract #19-04, Recreational Basketball Camp Program; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 5, 2018, the Notice to Bidders and the Specifications was posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us); and the Invitation for Bid Proposals was distributed to one (1) prospective bidder for City Contract #19-04, Recreational Basketball Camp Program; and

**WHEREAS**, bid proposals were opened for City Contract #19-04, Recreational Basketball Camp Program on Tuesday, January 8, 2019 and one (1) bid proposal was received; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Wendy Moyle, Manager of Recreation Programs; Kristie Fenton, Supervisor of Recreation; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommended that City Contract #19-04, Recreational Basketball Camp Program be rejected due to a need to substantially revise the specifications in accordance to N.J.S.A. 40A:11-13.2 (d); and

**WHEREAS**, the City Council of Ocean City, New Jersey rejected City Contract #19-04, Recreational Basketball Camp Program on Thursday, January 24, 2019 by Resolution #19-55-159; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 23, 2019, the Notice to Bidders and the Specifications were posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us); and the Invitation for Bid Proposals was distributed to one (1) prospective bidder(s) for City Contract #19-04 R-1, Recreational Basketball Camp Program; and

**WHEREAS**, bid proposals were opened for City Contract #19-04 R-1, Recreational Basketball Camp Program on Tuesday, February 8, 2019 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Wendy Moyle, Manager of Recreation Programs; Kristie Fenton, Supervisor of Recreation; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommended that City Contract #19-04 R-1, Recreational Basketball Camp Program be awarded to, Frank P. Gaitley, SVG Camps & Clinics, Inc.; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #19-04 R-1, Recreational Basketball Camp be and is hereby awarded to the following highest responsible bidder:

Frank P. Gaitley  
SVG Camps & Clinics, Inc.  
508 29<sup>th</sup> Street  
Ocean City, NJ 08226

<u>Item</u>	<u>Description</u>	<u>Amount</u>
<b><u>Base Bid</u></b>		
1. A.	A minimum of <b><u>\$1,500.00 per camp week/year</u></b> is required to be paid to the City for use of the facilities for the calendar/camp year. Per Camp Week/Calendar year <b><u>2019</u></b> : Calendar Year <b><u>2019</u></b> : based on 3 weeks of camp	\$ 2,000.00 \$ 6,000.00
1. B.	A minimum of <b><u>\$1,500.00 per camp week/year</u></b> is required to be paid to the City for use of the facilities for the calendar/camp year Per Camp Week/Calendar year <b><u>2020</u></b> : Calendar Year <b><u>2020</u></b> : based on 3 weeks of camp	\$ 2,000.00 \$ 6,000.00
1. C.	A minimum of <b><u>\$1,500.00 per camp week/year</u></b> is required to be paid to the City for use of the facilities for the calendar/camp year. Per Camp Week/Calendar year <b><u>2021</u></b> : Calendar Year <b><u>2021</u></b> : based on 3 weeks of camp	\$ 2,000.00 \$ 6,000.00

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Frank P. Gaitley, SVG Camps & Clinics, Inc. (Continued)

For Informational Purposes Only

1. D.

Provide Basketball Camp Program for boys and girls ages 8 through 17 years old, for a minimum of twenty (20) hours of instruction, over five (05) days, four (04) hours per day (9:00 AM through 1:00 PM).

Camp Week One: July 15<sup>th</sup>, 2019 through July 19<sup>th</sup>, 2019

Camp Week Two: July 22<sup>nd</sup>, 2019 through July 26<sup>th</sup>, 2019

Camp Week Three: July 29<sup>th</sup>, 2019 through August 2<sup>nd</sup>, 2019

Fee charged to each camper per camp/week:

\$

275.00
- 1.E.

Provide Basketball Camp for boys and girls ages 8 through 17 years old for a minimum of twenty (20) hours of instruction over five (05) days, four (04) hours per day (9:00 AM through 1:00 PM).

Camp Week One: July 20<sup>th</sup>, 2020 through July 24<sup>th</sup>, 2020

Camp Week Two: July 27<sup>th</sup>, 2020 through July 31<sup>st</sup>, 2020

Camp Week Three: August 3<sup>rd</sup>, 2020 through August 7<sup>th</sup>, 2020

Fee charged to each camper per camp/week:

\$

275.00
- 1.F.

Provide Basketball Camp for boys and girls ages 8 through 17 years old for a minimum of twenty (20) hours of instruction over five (05) days, four (04) hours per day (9:00 AM through 1:00 PM).

Camp Week One: July 19<sup>th</sup>, 2021 through July 23<sup>rd</sup>, 2021

Camp Week Two: July 26<sup>th</sup>, 2021 through July 30<sup>th</sup>, 2021

Camp Week Three: August 2<sup>nd</sup>, 2021 through August 6<sup>th</sup>, 2021

Fee charged to each camper per camp/week:

\$

280.00
- 1.G.

Discounts Offered:

Same Family:

Camp Scholarship:

Multiple Weeks:

Other Discounts:

YES

Save \$40.00

See website for information; per written request

Save \$40.00

Early Bird Discount Save \$50.00 if Paid in Full by May 1<sup>st</sup> of each year

BE IT FURTHER RESOLVED that the Mayor and the City Purchasing Manger are hereby authorized to enter into a formal contract with Frank P. Gaitley, SVG Camps & Clinics, Inc., 508 29<sup>th</sup> Street, Ocean City, NJ 08226 for a period of one (1) calendar year beginning July 15, 2019 with a two (2) year option for renewal, for a possible total of three (3) years expiring August 6, 2021 for City Contract #19-04 R-1, Recreational Basketball Camp Program, as listed and in accordance with the bid proposal form.

Peter V. Madden  
Council President

Files: RAW 19-04 R-1 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 ..... 2019

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

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



PURCHASING DIVISION

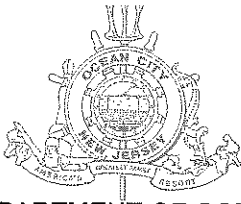
# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

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

DATE RECEIVED: Tuesday, February 5, 2019 @ 2:00pm  
CITY CONTRACT #: 19-04 R-1  
PROPOSAL NAME: Recreational Basketball Camp Program

NAME, ADDRESS AND BID OF EACH BIDDER		SVG Camps and Clinics Frank Gaitley 508 29th Street Ocean City, NJ 08226 P: 484.802.7585 E: frank@coachgaitley.com							
Minimum of \$1,500.00 per camp week (3 weeks/year)									
ITEM	DESCRIPTION		TOTAL FEE		TOTAL FEE		TOTAL FEE		TOTAL FEE
1. A.	Total Fee to be Received per Camp Week by The City 2019	\$ 2,000.00	\$ 6,000.00		\$ -		\$ -		\$ -
1. B.	Total Fee to be Received per Camp Week by The City 2020	\$ 2,000.00	\$ 6,000.00		\$ -		\$ -		\$ -
1. C.	Total Fee to be Received per Camp Week by The City 2021	\$ 2,000.00	\$ 6,000.00		\$ -		\$ -		\$ -
Total Amount Bid for Items 1. A. - 1.C.:			\$ 18,000.00		\$ -		\$ -		\$ -
Informational Purposes Only									
1. D.	Fee charged for each campers per camp/week 2019		\$ 275.00		\$ -		\$ -		\$ -
1. E.	Fee charged for each campers per camp/week 2020		\$ 275.00		\$ -		\$ -		\$ -
1. F.	Fee charged for each campers per camp/week 2021		\$ 280.00		\$ -		\$ -		\$ -
1. G.	Discounts	YES/NO	Y	YES/NO		YES/NO		YES/NO	
REQUIRED INFORMATION									
BID DEPOSIT/BOND:		YES/NO	N/A	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
CONSENT OF SURETY:		YES/NO	N/A	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
RIGHT TO EXTEND-TIME FOR AWARD:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
PUBLIC DISCLOSURE STATEMENT:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
NON-COLLISION AFFIDAVIT:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
REQUIRED SUBCONTRACTORS LISTING:		YES/NO	N/A	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:		YES/NO	NONE	YES/NO	NONE	YES/NO	NONE	YES/NO	NONE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT-2 PART FORM:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
STATEMENT OF AUTHORITY:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
REFERENCE LIST:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
W-9:		YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ BUSINESS REGISTRATION CERTIFICATE (BRC):		YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ BUSINESS REGISTRATION CERTIFICATE FOR SUBCONTRACTORS (BRC):		YES/NO	N/A	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
NJ PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE:		YES/NO	N/A	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
NJ PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE FOR SUBCONTRACTORS:		YES/NO	N/A	YES/NO	N/A	YES/NO	N/A	YES/NO	N/A
REQUIRED NUMBER OF COPIES (3):		YES/NO	N	YES/NO		YES/NO		YES/NO	



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : February 18, 2019

To : Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Basketball Summer Camp

I recommend approval of this resolution awarding Basketball summer camp to SVG Camps & Clinics. This award will allow the city to provide Basketball camp during the summer season. They were the highest responsible bidder, and have provided this service previously. There will be up to three separate weeks of camp per year, at a cost of \$2,000 each week.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 6**

**AUTHORIZING THE AWARD OF CITY CONTRACT #19-12,  
SUPPLY & DELIVERY OF LUMBER & PILING**

**WHEREAS**, specifications were authorized for advertisement by Resolution #18-55-099 on December 27, 2018 for City Contract #19-12, Supply & Delivery of Lumber & Piling; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 2, 2019, the Notice to Bidders was posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to five (5) prospective bidder(s); and

**WHEREAS**, bid proposals were opened for City Contract #19-12, Supply & Delivery of Lumber & Piling on Tuesday, January 24, 2019 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

**WHEREAS**, Joseph P. Berenato, Director of Public Works; James P. Smith, Fire Chief; Mark Jamieson, Beach Patrol Operations Chief; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that the contract be awarded to Lumberman Associates, Inc., the lowest responsible bidder; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #19-12, Supply & Delivery of Lumber & Piling be and is hereby awarded to the following lowest responsible bidder:

<b>Lumberman Associates, Inc. 2101 Hunter Road, P.O. Box 720 Bristol, PA 19007</b>
--

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>Group A - 5/4" Southern Yellow Pine</b>				
1.	5/4" x 6" x 10', Southern Yellow Pine	0-1,000 pcs.	\$ 4.90	\$ 4,900.00
<b>Total Dollar Amount Group A</b>				\$ 4,900.00
<b>Total Number of Line Items Bid in Group A</b>				1
<b>Group B - 1" Southern Yellow Pine</b>				
1.	1" x 6" x 12', Southern Yellow Pine	0-150 pcs.	\$ 6.85	\$ 1,027.50
<b>Total Dollar Amount Group B</b>				\$ 1,027.50
<b>Total Number of Line Items Bid in Group B</b>				1
<b>Group C - 2" Southern Yellow Pine</b>				
1.	2" x 4" x 16', Southern Yellow Pine	0-250 pcs.	\$ 7.70	\$ 1,925.00
2.	2" x 6" x 12', Southern Yellow Pine	1,280-2,000 pcs.	\$ 8.15	\$ 16,300.00
3.	2" x 6" x 16', Southern Yellow Pine	1,280-2,000 pcs.	\$ 10.70	\$ 21,400.00
4.	2" x 6" x 20', Southern Yellow Pine	1,280-2,000 pcs.	\$ 18.20	\$ 36,400.00
<b>Total Dollar Amount Group C</b>				\$ 76,025.00
<b>Total Number of Line Items Bid in Group C</b>				4
<b>Group D - 3" Southern Yellow Pine</b>				
3.	3" x 10" x 12', Southern Yellow Pine	0-1,000 pcs.	\$ 29.90	\$ 29,900.00
5.	3" x 12" x 20', Southern Yellow Pine	0-25 pcs.	\$ 75.95	\$ 1,898.75
6.	3" x 12" x 24', Southern Yellow Pine	0-25 pcs.	\$ 108.60	\$ 2,715.00
<b>Total Dollar Amount Group D</b>				\$ 34,513.75
<b>Total Number of Line Items Bid in Group D</b>				3

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>Group G – Piling</b>				
1	35' Piling, 12" Butt, 8" Tip, 2.5 CCA	0-100 pcs.	\$ 322.00	\$ 32,200.00
<b>Total Dollar Amount Group G</b>				<b>\$ 32,200.00</b>
<b>Total Number of Line Items Bid in Group G</b>				<b>1</b>
<b>Grand Total Dollar Amount for All Groups - Groups A-G</b>				<b>\$ 148,666.25</b>
<b>Total Number of All Items Bid in All Groups – Groups A-G</b>				<b>10</b>

**BE IT FURTHER RESOLVED** that the City Purchasing Manager is hereby authorized to execute a purchase order with Lumberman Associates, Inc., 2101 Hunter Road, P.O. Box 720, Bristol, PA for City Contract #19-12, Supply & Delivery of Lumber & Piling as listed and in accordance with the specifications and the bid proposal forms.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-301-203.

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

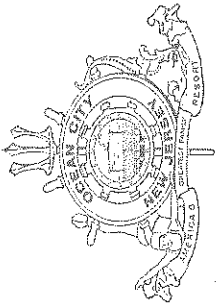
FILES: RAW 19-12 Lumber & Piling.doc

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 ..... 2019

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

DATE RECEIVED: Thursday, January 24, 2019  
CITY CONTRACT NO: 19-12  
CONTRACT NAME: Supply & Delivery of Lumber & Piling

## SUMMARY OF BID PROPOSALS BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

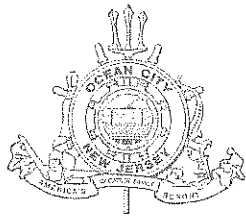
NAME, ADDRESS & BID OF EACH BIDDER			Lumbermen Associates 2101 Hunter Road Bristol, PA 19007 C: Thomas C. Coleman, Vice President P: (215) 785.4600 E: tomc@lumbermanassoc.com								
KEY:	Apparent Low Bidder Math Error										
ITEM	DESCRIPTION	EST QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST
GROUP A - 5/4" SOUTHERN YELLOW PINE											
1	5/4" x 6" x 10', Southern Yellow Pine	0- 1,000 pcs.	\$ 4.90	\$ 4,900.00							
Total Dollar Amount Group A			\$	\$ 4,900.00							
Total Number of Line Items Bid in Group A				1							
GROUP B - 1" SOUTHERN YELLOW PINE											
1	1" x 6" x 12', Southern Yellow Pine	0- 150 pcs.	6.85	1,027.50							
Total Dollar Amount Group B			\$	\$ 1,027.50							
Total Number of Line Items Bid in Group B				1							
GROUP C - 2" SOUTHERN YELLOW PINE											
1	2" x 4" x 16', Southern Yellow Pine	0- 250 pcs.	7.70	\$ 1,925.00							
2	2" x 6" x 12', Southern Yellow Pine	1280 2,000 pcs.	8.15	\$ 16,300.00							
3	2" x 6" x 16', Southern Yellow Pine	1280 2,000 pcs.	10.70	\$ 21,400.00							
4	2" x 6" x 20', Southern Yellow Pine	1280 2,000 pcs.	18.20	\$ 36,400.00							
Total Dollar Amount Group C			\$	\$ 76,025.00							
Total Number of Line Items Bid in Group C				4							
GROUP D - 3" SOUTHERN YELLOW PINE											
1	3" x 4" x 12', Southern Yellow Pine	0- 0 pcs.	N/A	\$ -							
2	3" x 6" x 12', Southern Yellow Pine	0- 0 pcs.	N/A	\$ -							
3	3" x 10" x 12', Southern Yellow Pine	0- 1,000 pcs.	29.90	\$ 29,900.00							
4	3" x 10" x 14', Southern Yellow Pine	0- 0 pcs.	N/A	\$ -							
5	3" x 12" x 20', Southern Yellow Pine	0- 25 pcs.	75.95	\$ 1,898.75							
6	3" x 12" x 24', Southern Yellow Pine	0- 25 pcs.	108.60	\$ 2,715.00							
Total Dollar Amount Group D			\$	\$ 34,513.75							
Total Number of Line Items Bid in Group D				3							
GROUP E - 6" SOUTHERN YELLOW PINE											
1	6" x 6" x 8', Southern Yellow Pine	0- 0 pcs.	N/A	\$ -							
Total Dollar Amount Group E			\$	\$ -							
Total Number of Line Items Bid in Group E				0							
GROUP F - FIR PLYWOOD											
1	1/2" x 4' x 8', AC Fir Plywood	0- 500 pcs.	N/A	\$ -							
2	3/4" x 4' x 8', AC Fir Plywood	0- 250 pcs.	N/A	\$ -							
3	3/4" x 4' x 8', AC Fir Plywood	0- 250 pcs.	N/A	\$ -							
4	3/4" x 4' x 8', CDX, Fir Plywood	0- 200 pcs.	N/A	\$ -							
5	1/2" x 4' x 8', CDX, 4 ply, Fir Sheathing Plywood	0- 500 pcs.	N/A	\$ -							
Total Dollar Amount Group F			\$	\$ -							
Total Number of Line Items Bid in Group F				5							

SUMMARY OF BID PROPOSALS  
BY THE GOVERNING BODY OF THE CITY OF OCEAN CITY, NJ

CITY CONTRACT NO: 19-12  
CONTRACT NAME: Supply & Delivery of Lumber & Piling

NAME, ADDRESS & BID OF EACH BIDDER			Lumbermen Associates 2101 Hunter Road Bristol, PA 19007 C: Thomas C. Coleman, Vice President P: (215) 785.4600 E: tomc@lumbermanassoc.com							
KEY:	Apparent Low Bidder Math Error									
ITEM	DESCRIPTION	EST QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
GROUP G - PILING										
1	35' Piling, 12" Butt, 8" Tip, 2.5 CCA	0- 100 PCS	\$ 322.00	\$ 32,200.00						
2	35' Piling, 16" Butt, 8" Tip, 2.5 CCA	0- 0 PCS	N/A	\$ -						
Total Dollar Amount Group G			\$ 32,200.00							
Total Number of Line Items Bid in Group G			1							
GROUP H- HEM/FIR-VARIOUS SIZES										
1	2" x 12" x 8', Hem/Fir	0- 25 pcs.	N/A	\$ -						
2	2" x 10" x 16', Hem/Fir	0- 25 pcs.	N/A	\$ -						
3	2" x 6" x 16', Hem/Fir	0- 50 pcs.	N/A	\$ -						
4	2" x 4" x 8', Hem/Fir	0- 60 pcs.	N/A	\$ -						
5	2" x 4" x 12', Hem/Fir	0- 25 pcs.	N/A	\$ -						
Total Dollar Amount Group H			\$ -							
Total Number of Line Items Bid in Group H			0							
GROUP I - MISCELLANEOUS ITEMS										
1	1/4" x 4' x 8', Luan Underlayment	0- 100 pcs.	N/A	\$ -						
Total Dollar Amount Group I			\$ -							
Total Number of Line Items Bid in Group I			0							
GRAND TOTAL DOLLAR AMOUNT FOR ALL GROUPS - GROUPS A-I			\$ 148,666.25							
TOTAL NUMBER OF ALL ITEMS BID A-I			26							
TOTAL NUMBER OF LINE ITEMS BID IN ALL GROUPS A THROUGH I:			10							
Required Information										
Required Number of Copies (3):			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Bid Deposit/Bond:			Y/N	N/A	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Consent of Surety:			Y/N	N/A	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Right-to-Extend - Time for Award:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Statement of Ownership Disclosure:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Non-Collusion Affidavit:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Mandatory Equal Employment Opportunity Language:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
NJ Affirmative Action Regulation Compliance Notice:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Manufacturer's Affidavit & Certificate of Origin:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Required Subcontractors Listing:			Y/N	N/A	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Acknowledge of Receipt of Addenda:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Disclosure of Investment Activities in Iran Statement-Two Part Form:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
NJ Business Registration Certificate (BRC):			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
NJ Business Registration Certificate for Subcontractors (BRC):			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
NJ Public Works Contractors Registration Act Certificate:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
NJ Public Works Contractors Registration Act Certificate for Subcontractors:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Statement of Authority:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
W-9 Form:			Y/N	Y	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N





# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

---

## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER

FROM: JOSEPH P BERENATO, DIRECTOR

DATE: February 5, 2019

RE: **CITY CONTRACT: # 19-12 LUMBERMAN ASSOCIATES/ SUPPLY &  
DELIVERY OF LUMBER AND PILING**

---

I have reviewed the proposal on City Contract 19-12. Assistance is being sought to advance the contract 19-12 based on the bids received on Thursday, January 24, 2019. I recommend that the award of the contract should be made to Lumberman Associates. The material listed in the contract will be utilized for Capital projects and isolated repairs on the boardwalk.

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

**CITY OF OCEAN CITY**  
**CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**# 7**

**AUTHORIZING THE AWARD OF CITY CONTRACT #19-13, FABRICATION & DELIVERY  
OF WELDED ALUMINUM BOARDWALK RAILING**

**WHEREAS**, specifications were authorized by Resolution No. 18-55-100 on March 23, 2017, for City Contract #19-13, Fabrication & Delivery of Welded Aluminum Boardwalk Railing; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 2, 2019, the Notice to Bidders was posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to six (6) prospective bidder(s); and

**WHEREAS**, bid proposals were opened for City Contract #19-13, Fabrication & Delivery of Welded Aluminum Boardwalk Railing on Thursday, January 24, 2019 and two (2) bid proposals were received per the attached Summary of Bid Proposals; and

**WHEREAS**, Joseph P. Berenato, Director of Public Works; Jessica L Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications and recommend that the contract be awarded to Accent Fence, Inc., the lowest responsible bidder; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #19-13, Fabrication & Delivery of Welded Aluminum Boardwalk Railing be and is hereby awarded to the following lowest responsible bidder as follows:

<b>Accent Fence, Inc.</b> <b>1450 Bremen Ave, P.O. Box 656</b> <b>Egg Harbor City, NJ 08215</b>
---

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Amount</u>
1.	20' 2-Rail Sections with Cast Flange detail #2 to include all incidentals	0-3,000 LF	\$ 22.00	\$ 66,000.00
5.	Boardwalk Pavilion Railing (3 rail), attached diagram labeled Aluminum pipe hand rail detail, supplier to make railing in equal parts to specified length shown	0-1,000 LF	\$ 85.00	\$ 85,000.00
<b>Total Amount of City Contract #19-13, Fabrication &amp; Delivery of Welded Aluminum Boardwalk Railing Items 1 &amp; 5</b>				<b>\$151,000.00</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT FURTHER RESOLVED that the City Purchasing Manager is hereby authorized to enter into a contract with Accent Fence, Inc., 1450 Bremen Avenue, P.O. Box 656, Egg Harbor City, NJ 08215 for City Contract #19-13, Fabrication & Delivery of Welded Aluminum Boardwalk Railing as listed and in accordance with the bid specifications and the bid proposal form.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-301-203.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

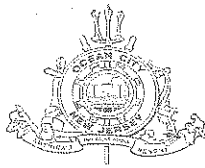
Files: RAW 19-13 Boardwalk Railing.doc

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 ..... 2019

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

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



PURCHASING DIVISION  
SUMMARY OF BID PROPOSALS

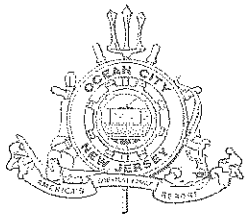
CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DATE RECEIVED: Thursday, January 24, 2019 @ 2:00 PM, ESDT  
CITY CONTRACT #: 19-13  
PROPOSAL NAME: Fabrication & Delivery of Welded Aluminum  
Boardwalk Railing

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

NAME, ADDRESS & BID OF EACH BIDDER			Accent Fence, Inc.		Bluewater Industries					
KEY: Apparent Low Bidder			1450 Bremen Avenue		D/B/A Bluewater Welding & Fabrication					
			Egg Harbor, NJ 08215		1089 Route 47					
			C: Greg Carnesale, President		Dennisville, NJ 08214					
			P: (609) 965.6400		C: Edwin Myland, Owner					
			E: gcarnesale@accentmetal.net		P: (609) 427.1012					
					E: office@bluewaterwelding.com					
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	20' 2-rail sections with cast flange detail #2 to include all incidentals	0- 3,000 LF	\$ 22.00	\$ 66,000.00	\$ 39.48	\$ 118,440.00		\$ -		\$ -
2	8' rail sections with cast flange detail #2 to include all incidentals	0- 0 LF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	End Caps	0- 0 Each	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Ribbed tubes to connect rail sections	0- 0 Each	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	Boardwalk Pavilion Railing (3 rail), attached diagram labeled Aluminum pipe hand rail detail, supplier to make railing in equal parts to specified length shown	0- 1,000 LF	\$ 85.00	\$ 85,000.00	\$ 95.00	\$ 95,000.00		\$ -		\$ -
TOTAL AMOUNT OF ALL ITEMS BID				\$ 151,000.00		\$ 213,440.00		\$ -		\$ -
Number of days for delivery after receipt of PO:			90		90					
Required Information										
Required Number of Copies (3):			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Bid Deposit/Bond:			Y/N	N/A	Y/N	N/A	Y/N	Y/N	Y/N	Y/N
Certificate from a Surety Company:			Y/N	N/A	Y/N	N/A	Y/N	Y/N	Y/N	Y/N
Right to Extend - Time for Award:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Statement of Ownership Disclosure:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Non-Collusion Affidavit:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Mandatory Equal Employment Opportunity Language:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
NJ Affirmative Action Regulation Compliance Notice:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Required Subcontractors Listing:			Y/N	N/A	Y/N	N/A	Y/N	Y/N	Y/N	Y/N
Acknowledge of Receipt of Addenda:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Disclosure of Investment Activities in Iran Statement-Two Part Form:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
NJ Business Registration Certificate (BRC):			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
NJ Business Registration Certificate for Subcontractors (BRC):			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
NJ Public Works Contractors Registration Act Certificate:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
NJ Public Works Contractors Registration Act Certificate for Subcontractors:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Manufacturer's Affidavit & Certificate of Origin:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
Statement of Authority:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N
W-9:			Y/N	Y	Y/N	Y	Y/N	Y/N	Y/N	Y/N



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF PUBLIC WORKS

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## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER

FROM: JOSEPH P BERENATO, DIRECTOR

DATE: February 5, 2019

RE: **CITY CONTRACT: # 19-13 ACCENT FENCE INC / Fabrication & of Welded Aluminum Boardwalk Railing**

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I have reviewed the proposal on City Contract 19-13. Assistance is being sought to advance the contract 19-13 based on the summary of bids received on Thursday, January 24, 2019. I recommend that the award of the contract should be made to Accent Fence Inc. The material listed in the contract will be utilized for Capital projects and isolated repairs on the boardwalk.

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 8

**AUTHORIZING THE AWARD OF CITY CONTRACT #19-18, ACQUISITION OF ONE (1) 2019 FORD POLICE INTERCEPTOR AWD UTILITY VEHICLE FOR USE BY THE OCEAN CITY DEPARTMENT OF POLICE SERVICES**

**WHEREAS**, specifications were authorized for advertisement by Resolution #19-55-144 on January 24, 2019 for City Contract #19-18, Acquisition of One (1) 2019 Ford Police Interceptor AWD Utility Vehicle for use by the Ocean City Department of Police Services; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 30, 2019 the Notice to Bidders was posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us) and specifications were distributed to three (3) prospective bidder(s); and

**WHEREAS**, bid proposals were opened for City Contract #19-18, Acquisition of One (1) 2019 Ford Police Interceptor AWD Utility Vehicle for use by the Ocean City Department of Police Services on Thursday, February 14, 2019 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

**WHEREAS**, Chief John Jay Prettyman, Director of Police Services; Captain Charles F. Simonson, Police Services; Darleen H. Korup, Purchasing Assistant and Jessica L. Baird, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications, and recommend that the contract be awarded to Day Ford, 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 #19-18, Acquisition of One (1) 2019 Ford Police Interceptor AWD Utility Vehicle for use by the Ocean City Department of Police Services be and is hereby awarded to the following lowest responsible bidder:

Day Ford, Inc.  
3696 William Penn Highway  
Monroeville, PA 15146

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	2019 Ford Police Interceptor AWD Utility Vehicle	1 each	\$ 29,999.00	\$ 29,999.00

**Total of City Contract #19-18, Acquisition of One (1) 2019 Ford Police Interceptor AWD Utility Vehicle for use by the Ocean City Department of Police Services**

\$ 29,999.00

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract with Day Ford, Inc., 3696 William Penn Highway, Monroeville, PA 15146 for City Contract #19-18, Acquisition of One (1) 2019 Ford Police Interceptor AWD Utility Vehicle for use by the Ocean City Department of Police Services as listed and in accordance with the specifications and the bid proposal form.

The Director of Financial Management certifies that funds are contingent upon adoption of the 2019 Local Municipal Budget and shall be charged to the following Operating Account # 9-01-25-740-277.

**CERTIFICATION OF FUNDS**

  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

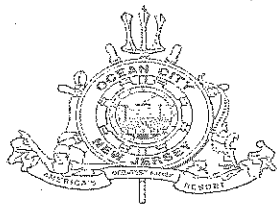
FILES: RAW 19-18 CC#19-18 Police Interceptor.doc

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 ..... 2019

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

Date Recieved: Thursday, February 14, 2019 @ 2:00 PM, EST

City Contract #: 19-18

Proposal Name: Acquisition of One (1) Model 2019 Ford  
Police Interceptor AWD Utility Vehicle

PURCHASING DIVISION

## SUMMARY OF BID PROPOSALS

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

### NAME, ADDRESS & BID OF EACH BIDDER

Day Ford  
3696 William Penn Hwy  
Monroeville, PA 15146  
Len Polistina

P:412-307-4722  
F:  
E: marketing@upfitme.com

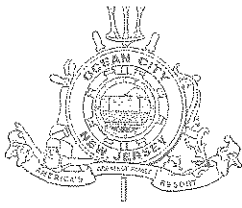
P:  
F:  
E:

Key: Apparent Low Bidder

Item	Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	Model Year 2019 Ford Police Interceptor AWD Utility Vehicle	1 Each		\$29,999.00						
2.0	Estimated Date of Delivery to MEE Municipal Equipment, 2703 Fire Road Egg Harbor Township, NJ 08234	# of Days		30						
TOTAL BID:				\$ 29,999.00						

### Required Information

Required Number of Copies (2):	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Bid Deposit/Bond:	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
Consent of Surety:	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
Right to Extend - Time for Award:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Statement of Ownership Disclosure:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Non-Collusion Affidavit:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Mandatory Equal Employment Opportunity Language:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ Affirmative Action Regulation Complainece Notice:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Acknowledge of Receipt of Addenda:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Disclosure of Investment Activites in Iran Statement-Two Part Form:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Manufacturer's Affidavit & Certificate of Origin:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
NJ Business Registration Certificate (BRC):	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Statement of Authority:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Vehicle Data Information Sheet:	YES/NO	Y	YES/NO		YES/NO		YES/NO	
Reference List of Customers:	YES/NO	N	YES/NO		YES/NO		YES/NO	
W-9:	YES/NO	Y	YES/NO		YES/NO		YES/NO	



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

POLICE DEPARTMENT

---

**Date:** February 20, 2019

**To:** Joseph Clark

**Cc:** George Savastano

**From:** Capt. Charles Simonson

**Subject:** (1) Police Interceptor Utility AWD vehicle purchase for 2019

---

Each year the Police Department allocates money within our operating expenses (O/E) budgetary account for the purchase of police vehicles. These vehicles are primarily used for daily patrol operations and allow us to rotate older vehicles in poor condition out of our fleet. These vehicles that are rotated out of our fleet are then turned over to the City Purchasing Department for disposition.

The 2019 budgeted purchase of these replacement vehicles, (2) Ford Police Interceptor AWD, and its outfitting with the necessary emergency equipment will allow us to continue the established rotation of vehicles out of service when they have reached their life expectancy. These vehicles will replace **two current vehicles** that will be removed from service later this year.

This purchase request is for the purchase of **(1) 2019 Police Interceptor Utility AWD through the Ocean City Bid Contract 19-18**, and police up-fitting utilizing the NJ State/Cranford bid process. This purchase is supported by a limited availability of vehicles due to factory re-tooling, model re-design, pricing, and availability. It reflects the best pricing available using an authorized vendor, using the monies that are appropriated in the temporary budget.



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 9**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY  
AND ADP, LLC FOR THE 2019 PAYROLL & HUMAN RESOURCE SOFTWARE CONTRACT  
FOR THE DEPARTMENT OF FINANCIAL MANAGEMENT & THE DEPARTMENT OF  
ADMINISTRATION, HUMAN RESOURCES DIVISION**

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

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

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

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

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

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

**WHEREAS**, Benjamin Hurst, Director of IT; Frank Donato III, Director of Financial Management; George J. Savastano, Business Administrator; Elizabeth M. Woods, Director of Human Resources; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that **ADP, LLC, 1125 Virginia Drive, Fort Washington, PA 19034** be awarded an alternative non-advertised method of award contract for the 2019 computerized payroll processing, payroll and human resource software maintenance agreement for the Department of Financial Management & the Department of Administration, Human Resources Division as determined by the needs of the City of Ocean City; and

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

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

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

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

1. 2018 Payroll Processing, Payroll & Human Resource Software Maintenance Agreements Rates:

**Service**

		<b><u>PEPP</u></b> (per employee per pay period)
Payroll	01-50 employees	\$ 5.65
	51-999 employees	\$ 3.20

Administration Fee:

	<b><u>Monthly</u></b>
GTL Automated Calculation	\$ 19.00
Delivery Fee	\$ 25.10

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**ADP, LLC (Continued)**

**Service (Continued)**

Administration Fee:	<u><b>Monthly</b></u>
W-2	\$ 6.55
	<u><b>PEPM</b></u> (per employee per month)
Enhanced Time & Attendance	\$ 7.11
Enhanced Attendance	\$ 0.92
Recruitment/Onboarding	\$ 1.04

2. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel
3. A copy of the Business Entity Certification and the Business Registration Certificate will be on file with the Purchasing Division.

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

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2019 Local Municipal Budget and shall be charged to Operating Account No. 9-01-20-625-269 upon issuance of the Purchase Order. The estimated annual value of this contract is \$206,000.00.

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
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 ..... 2019

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

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

**RESOLUTION**

**# 10**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY  
AND GERSH, INC. & CHEYENNE JACKSON FOR AN APPEARANCE WITH  
THE OCEAN CITY POPS ON WEDNESDAY, AUGUST 21, 2019**

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

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

**WHEREAS** GERSH, Inc. & Cheyenne Jackson has the required expertise, artist relations, and has successfully performed these services across the United States of America; 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, Jessica L. Baird, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the proposal and recommended that GERSH, Inc. & Cheyenne Jackson, 2739 Woodstock Road, Los Angeles, CA 90046 be awarded an alternative-non-advertised contract for the appearance of Cheyenne Jackson with the Ocean City Pops on Wednesday, August 21, 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**, GERSH, Inc. & Cheyenne Jackson has completed and submitted a Business Entity Disclosure Certification which certifies has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit GERSH, Inc. & Cheyenne Jackson from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **GERSH, Inc. & Cheyenne Jackson, 2739 Woodstock Road, Los Angeles, CA 90046** for an appearance with the Ocean City Pops at the Ocean City Music Pier on Wednesday, August 21, 2019. The estimated contract value is \$23,000.00 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 has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor & the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with GERSH, Inc. & Cheyenne Jackson, 2739 Woodstock Road, Los Angeles, CA 90046 for professional artist supplied appearance of Cheyenne Jackson with the Ocean City Pops at the Ocean City Music Pier on Wednesday, August 21, 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 GERSH Inc- Cheyenne Jackson.com

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2019

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

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

## GERSH

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

AGREEMENT dated January 29, 2019 between CHEYENNE JACKSON (hereinafter referred to as "PRODUCER") furnishing the services of Cheyenne Jackson (hereinafter referred to as "ARTIST") and City of Ocean City (hereinafter referred to as "PURCHASER"). The parties agree as follows:

### 1 FUNDAMENTAL PROVISIONS:

- A. PLACE OF ENGAGEMENT(S): Ocean City Music Pier  
825 Boardwalk  
Ocean City, NJ 08226  
Phone: (609) 525-8291  
Venue seats 930, with tickets priced at \$18.00 (season ticket holders), \$35.00 and \$40.00.  
ARTIST entitled to ten (10) complimentary tickets in prime locations.
- Tax: N/A  
Net GP: \$0.00
- B. DATE(S) OF ENGAGEMENT: August 21, 2019 (Wednesday)  
1. Number of shows: One (1)  
2. Time of shows: 7:30pm  
3. Length of each show: See Additional Notes
- C. PAYMENT TERMS: \$20,000.00 Flat Guarantee.
- D. ACCOMMODATIONS AND TRAVEL: PURCHASER to provide one (1) suite for up to two (2) nights at either the Flanders Hotel or Port-O-Call Hotel; PLUS a \$2,000.00 travel stipend to cover roundtrip airfare and ground transfers to/from airport(s) in city(s) of origin/return (included with fee deposit); PLUS roundtrip, local ground transportation via (1) professional car service to/from Atlantic City International (ACY) or Philadelphia International (PHL) airport (s); and (2) Venue runner to/from hotel, and venue (including rehearsal).
- E. ADDITIONAL NOTES:  
- ARTIST to headline a concert with the Ocean City Pops Orchestra as part of the City of Ocean City's 2019 season (see Addendum A for format/anticipated schedule).  
- PURCHASER to provide all sound, lights, backline, and mutually agreeable technical requirements as per ARTIST rider.  
- PURCHASER to provide basic backstage hospitality, all requirements as per ARTIST rider, and dinner night-of-show.  
- Suggested attire is suit or tuxedo at ARTIST's discretion.  
- Event shall not be recorded for any reason. Photographs may be taken for archival and social media usage, the latter of which shall be subject to ARTIST approval.  
- ARTIST shall not perform another similar, public, ticketed, advertised concert engagement within a seventy-five (75) mile radius of Ocean City, NJ from the time engagement is accepted until August 22, 2019. There shall be no announcements or advertising for any engagements within this radius until August 22, 2019. PURCHASER's consent not to be unreasonably withheld.
- Merchandise: ARTIST provides, Venue sells and keeps a 20% commission.
- F. BILLING (in all forms of advertising and promotion): 100% Headliner Billing.
- G. PURCHASER ADDRESS: Michael Allegretto  
861 Asbury Avenue  
Ocean City, NJ 08226  
Phone: (609) 399-6111  
Email: mallegetto@ocnj.us
- H. Attached ARTIST rider (if applicable) is herein part of this Agreement and PURCHASER agrees to pay and adhere to all terms contained in such rider.

2. **PAYMENT TERMS:** All payments shall be paid by PURCHASER in US Funds by CASHIER'S CHECK, BANK WIRE or CASH as follows:
- A 50% deposit in the amount of \$10,000.00 shall be paid to in the name of CHEYENNE JACKSON plus \$2,000.00 travel stipend due (subject to fully executed agreement), not later than May 5, 2019 c/o The Gersh Agency, Inc. (at the address listed above). In the event of breach by PURCHASER, said deposit shall be non-refundable and the Gersh Agency, Inc. may release said deposit to PRODUCER.
  - The remaining balance of the guarantee in the amount of \$10,000.00 and expenses (if applicable) shall be paid to in the name of CHEYENNE JACKSON not later than immediately prior to first performance.
  - Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER/ARTIST by CASH ONLY immediately following the last show. If, at any time, PURCHASER advertises or publicizes, or authorizes advertising or publicity stating that ARTIST'S engagement is 'sold out' (or words to that effect) then all percentages/bonuses due and payable to ARTIST hereunder with respect to such engagement shall be based upon the total box office gross that would be derived from a complete sale of all tickets for such engagement.
  - Purchaser shall not raise/lower ticket price or increase/decrease venue capacity as set forth on the face of this contract Paragraph 1A hereinabove without Artist/Artist's representative prior written approval from PRODUCER. If ticket prices or venue capacity and/or gross potential are increased without such approval, 100% of any excess revenue generated from the unauthorized increase will be paid in full to PRODUCER in CASH ONLY immediately upon the completion of the performance. If ticket prices or venue capacity and/or gross potential are decreased, without such approval, and therefore Artist's Walk Out Potential is reduced, 100% of Artist's original Walk Out Potential as stated on this contract Paragraph 1A hereinabove will be paid in full to PRODUCER immediately prior to performance on the day of the show.
  - No complimentary or discounted tickets to be issued by the PURCHASER without prior written permission from PRODUCER. Any complimentary or discounted tickets issued without such approval shall be deemed sold to PURCHASER at the highest ticket price stated on the face of the contract, regardless of actual seat location. The exception to this would be if a Comp Policy is stated on the face of this contract, whereby PURCHASER can not exceed the number of complimentary tickets as stated.

### ADDITIONAL TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE.

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

by:

Michael Allegretto  
City of Ocean City

by:

CHEYENNE JACKSON  
f/s/o Cheyenne Jackson  
Fed ID #537-74-1347

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

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

Email: sleach@gershla.com

The Gersh Agency, Inc.

**ADDENDUM A:**

Re: Cheyenne Jackson / August 21, 2019 at Ocean City Music Pier

- 2:30-5:00pm – Orchestra rehearsal (mutually agreeable piano/conductor/vocal rehearsal shall be schedule at parties discretions).
- 7:30pm-9:40pm – Performance (includes a fifteen (15) minute intermission):
  - o Conductor Vince Lee.
  - o ARTIST to perform 5-6 songs in each act (10-12 total).
  - o ARTIST provides charts, PURCHASER covers roundtrip shipping costs. If necessary, PURCHASER to obtain mutually agreeable stock/rental charts for up to three (3) selections at its own expense. Charts should ideally feature full orchestra:

- Conductor
- 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)

Post show – ARTIST to participate in a post-show meet-and-greet with approximately 100 season ticket holders for approximately thirty (30) minutes.



MANAGEMENT 360

## **Cheyenne Jackson**

### Technical Rider

- If bringing charts for more than a quartet (ie: a big band or full orchestra), buyer will reimburse for either 1) postage to mail charts ahead of time or 2) extra luggage fee to bring on plane.
- For concerts with full orchestra, a separate 2-3 hour rhythm section rehearsal is required, preferably the day before the concert, at cost to buyer.
- If the venue rents drums and/or piano:
- For drums, we'd need a 5 piece kit with at least 3 cymbal boom stands...Yamaha, DW or Pearl are good/reliable brands...should have a 20 inch bass drum...we'd want two headed tom-toms...good quality heads...the drummer brings his own cymbals (which is standard).
- As for piano, baby grand (or a concert grand, if possible), preferably a Yamaha or Kawai, and, of course it should be tuned on-site, after it's moved.

# **Cheyenne Jackson**

## **Hospitality Rider**

For Cheyenne:

- Private dressing room, which should have the following items:
  - Tea, honey, water, lemon, fresh fruit, a steamer for clothes, a lint brush.
- On-stage should be two bottles of water. Please make sure, if there is an intermission, that the water is replenished before the start of the 2<sup>nd</sup> act.

For his MD, Willy Beaman:

- Private dressing room, which should have the following items:
  - Water and fresh fruit
- On stage, to the left of the piano bench should have two bottles of water.

For both Cheyenne and Willy:

- Hotels – 3.5 stars or above - non-smoking room (one for Cheyenne Jackson and one for Willy Beaman) - in a quiet area of the hotel (not near elevator, above a noisy street, or with a connecting door to another person's room). If there is a WIFI fee, that should be covered by the buyer.
- If dinner-time falls between sound-check/rehearsal and the performance, a full meal will be provided at the cost of the promoter.



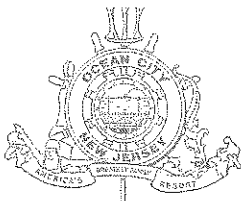
Please contact Clifford Murray at Management 360 for advancing  
and PR needs

- [cmurray@management360.com](mailto:cmurray@management360.com)
- (310) 272-0230

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Rev. 9/21/2017*



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : January 30, 2019

To: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Performance with the Pops

This contract is with Gersh Agency for the performance of Cheyenne Jackson with the Ocean City Pops. This performance will be one of the headline acts 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.

**RESOLUTION**

**# 11**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND ATHLETICS FRIST, LLC FOR THE APPEARANCE OF DARREN SPROLES AT THE SPORTS MEMORABILIA SHOW ON SATURDAY, MARCH 30, 2019 AT THE OCEAN CITY MUSIC PIER**

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

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

**WHEREAS** Athletics Frist, LLC has the required expertise, artist relations, and has successfully performed these services across the United States of America; 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 Athletics First, 23091 Mill Creek Drive, Laguna Hills, CA 92653 be awarded an alternative-non-advertised contract for the appearance of Darren Sproles at the Sports Memorabilia Show on Saturday, March 30, 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**, Athletics First has completed and submitted a Business Entity Disclosure Certification which certifies 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 Athletics First from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **Athletics First, 23091 Mill Creek Drive, Laguna Hills, CA 92653** for the appearance of Darren Sproles at the Sports Memorabilia Show on Saturday, March 30, 2019. The estimated contract value is \$16,000.00 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 has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor & the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Athletics First, 23091 Mill Creek Drive, Laguna Hills, CA 92653 for the appearance of Darren Sproles at the Sports Memorabilia Show on Saturday, March 30, 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-12-56-173-034.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RAW Athletic First – Darren Sproles.com

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of  
said Council duly held on the ..... day of ..... 2019

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

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

**CITY OF OCEAN CITY – ATHLETES FIRST PROCUREMENT & APPEARANCE  
AGREEMENT**

This Appearance Agreement (“Agreement”) is entered into as of this 6th day of February, 2019 (the “Effective Date”) by and between the City of Ocean City (“Company”), a New Jersey municipal corporation with offices at 861 Asbury Avenue, Ocean City, NJ 08226, and Athletes First, LLC. (“Lender”) for the services of Darren Sproles (collectively, the “Talent”), c/o Athletes First, attn.: Max Sutro, 23091 Mill Creek Drive, Laguna Hills, CA 92653.

**WHEREAS**, Company wishes to utilize the Talent’s appearance services as set forth below;

**WHEREAS**, Lender wishes to cause the Talent to provide Company with such services;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Lender, intending to be legally bound, hereby agree as follows:

1. **TERM**: This Agreement shall have a term beginning on the Effective Date and shall run through and until March 30, 2019 (the “Term”).
2. **LENDER’S DUTIES AND RESPONSIBILITIES**: As consideration for the payments described in Section 3 of the Agreement below, Lender acknowledges and agrees to the following:
  - a. **Grant of Rights**. Subject to the terms and conditions of this Agreement (including Lender’s approval rights set forth in Section 4 below), Company shall have the non-exclusive right during the Term to the use of the Talent’s approved images, names, and likenesses (the “Talent Endorsement”) in Company’s promotional materials used solely to promote the Talent’s Appearance below (“Materials”). All use of the Talent Endorsement shall cease immediately upon conclusion of the Appearance.
  - b. **Appearance**. Lender agrees to cause the Talent to appear at one (1) appearance for Company on March 30, 2019 from 11:00 A.M. to 1:15 P.M. at a mutually agreeable location in Ocean City, NJ (the “Appearance”). At the Appearance, Lender agrees the Talent shall spend forty five (45) minutes appearing in a moderated Q&A session and ninety (90) minutes of signing autographs and taking pictures with fans in attendance. The Talent may refuse to autograph any item the Talent deems in their sole and absolute discretion as unreasonable for signature. Company will ensure that the location at which the Appearance shall take place is a well-policed and safe environment suitable for the Talent’s participation. The parties expressly acknowledge and agree that the Appearance will take place around the Talent’s personal and professional commitments. Should a conflict arise making the Talent unable to appear at the Appearance on the date or time set

forth herein, the parties agrees to work in good faith to find a mutually-agreeable date and/or time. The parties agree that the Appearance shall last for no longer than two (2) hours and fifteen (15) minutes in duration.

3. **COMPANY'S DUTIES AND RESPONSIBILITIES:** As consideration for Lender's contractual commitments in Section 2 above, Company shall pay Lender a fee in the amount of Fifteen Thousand Dollars (\$15,000) (the "Fee"), which shall be made payable to Lender and paid on or before March 30, 2019. Company also agrees to provide Talent with ground transportation to the Appearance and following the conclusion of the event.
4. **APPROVAL RIGHTS OF LENDER:** In the event Company desires to use the Talent Endorsement in any Materials, Company shall submit a sample of such intended use to Lender for approval, such approval not to be unreasonably withheld, at least ten (10) days prior to any actual use thereof. Approval of such use shall be presumed unless, within ten (10) days from receipt of the sample submitted, Lender notifies Company that approval is being withheld.
5. **REPRESENTATIONS AND WARRANTIES:** Lender and Company each represent, warrant and covenant that: (a) it has no authority to bind the other party in any manner, whether in fact or by operation of law; and, (b) any statements made by the Talent concerning the Company will reflect the Talent's true and honest opinion of and experience with the Company.
6. **TERMINATION:** This Agreement may be terminated as follows:
  - a. Either party may terminate the Agreement due to the breach of any material term, representation, warranty, covenant or condition of this Agreement, *provided however*, that if the breach is capable of being cured, the breaching party must fail to cure that breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of written notice from the non-breaching party setting forth the specific nature of such breach.
  - b. Lender may further terminate this Agreement upon five (5) days written notice to Company:
    - i. upon Company's dissolution, insolvency, or declaration or filing of bankruptcy;
    - ii. upon the indictment/conviction of Company or any of its officers or directors in their corporate capacity of any criminal offense involving dishonesty, fraud, breach of trust, or any felony;
    - iii. if Company fails to make payment to Lender of any sums due under this Agreement, which default is not cured within ten (10) days following receipt of written notice from Lender of such default;

- iv. if Company, or any of its officers, directors, agents, or employees, engages in any conduct or activity that sheds a negative or embarrassing light on Company or the Talent, or adversely impacts the Talent's reputation or image by way of the Talent's association with Company; or
    - v. if the National Football League ("NFL"), the Philadelphia Eagles, or any rule or regulation of the foregoing, or to which either of the foregoing is subject, restricts the Talent's ability to perform under this Agreement.
  - c. In the event this Agreement is terminated pursuant to this Section 6, any and all use by Company of the Talent Endorsement shall cease immediately upon effective termination, and Lender shall be owed any portion of the Fee that is earned and accrued as of effective termination.
- 7. **FORCE MAJEURE**: If, at any time during this Agreement, either party is prevented from or hampered or interrupted or interfered with in any manner whatsoever in fully performing the Services hereunder, by reason of any present or future statute, law, ordinance, regulation, order, judgment or decree, whether legislative, executive or judicial (whether or not valid), act of God, earthquake, fire, flood, epidemic, accident, explosion, casualty, lockout, boycott, strike, labor controversy (including but not limited to threat of lockout, boycott or strike), riot, civil disturbance, war or armed conflict, professional or personal obligations, injury, illness, or by reason of any cause beyond the affected party's reasonable control; or by reason of any other cause of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then the affected party's obligations hereunder shall be suspended as often as any such event of force majeure occurs (however in no event longer than ninety (90) days) and during such periods of time as such events of force majeure exist, and such non-performance shall not be deemed to be a breach of this Agreement.
- 8. **INDEMNIFICATION**: Company shall indemnify, defend, and hold harmless Lender, the Talent, and each of Lender's and the Talent's parents, affiliates, subsidiaries, officers, employees, directors, representatives, agents, heirs, successors, and assigns ("Talent Indemnified Parties") from and against any and all third-party claims, damages, cost, judgments, penalties, and expenses of any kind (including, without limitation, reasonable attorneys' fees and litigation costs) arising from, out of, or in connection with (i) the distribution, exploitation, and/or use of the Talent Endorsement or any Materials provided by Company, (ii) any breach by Company of this Agreement, (iii) the acts, omissions, or negligence of Company or any of its officers, director, or employees, (iv) the participation by the Talent in or at the Appearance, and/or (v) this Agreement; provided that the Talent Indemnified Parties promptly notify Company in writing of such third-party claim, and Company shall assume and control the defense of such claim. Any settlement of any such claim shall include a full release for the Talent Indemnified Parties. This indemnification obligation shall survive the expiration or termination of this Agreement.

9. **LIMITATION OF LIABILITY**: If Company incurs any expenses, damages or other liabilities (including without limitation, reasonable attorneys' fees) in connection herewith, Lender's and the Talent's respective liability shall be limited to direct, actual damages incurred by Company, and Lender's and the Talent's maximum liability to Company hereunder will not exceed the monies actually received by Lender hereunder, excluding reimbursement of Lender's and the Talent's expenses. In no event will Lender and the Talent be liable to Company hereunder for any consequential, punitive, indirect, reliance or incidental damages.
10. **POST-TERMINATION RIGHTS**: Company shall have no right to continue using any Materials containing the Talent Endorsement after expiration or termination of this Agreement.
11. **CONFIDENTIALITY**: Except as otherwise required by law or court order, both parties agree to keep all information relating to this Agreement confidential both during and after the Term of this Agreement. Notwithstanding the foregoing, the parties may share such information with their respective "Representatives" (as defined below), provided that the Representatives acknowledge and agree to be bound by this Agreement's confidentiality provisions. As used in this Agreement, the term "Representative" means, as to any person, such person's affiliates and its and their directors, officers, members, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling persons.
12. **JURISDICTION AND DISPUTE RESOLUTION**: This Agreement and any claim or dispute arising out of or related to this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws in effect in the State of California, without giving effect to its conflicts of law principles. If a dispute arises under this Agreement that cannot be resolved first through good-faith negotiations, such dispute shall be submitted to arbitration and resolved by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect as modified herein. All such arbitration shall be confidential and take place at the office of the American Arbitration Association located in Orange County, California or as otherwise mutually agreed upon by the parties. The arbitrator has no authority to award attorneys' fees. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. Each party waives, to the fullest extent permitted by law, any right to trial by jury in any action, suit, claim, or proceeding brought to enforce, defend, or interpret any rights or remedies arising hereunder, relating to or in connection with this Agreement.
13. **MISCELLANEOUS**
- a. **INTERPRETATION**: The parties acknowledge that each has had an opportunity to have its counsel review and revise this Agreement and that any rule of law or legal decision that would require interpretation of any claimed ambiguity against the party drafting it shall have no application to this



Agreement and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties.

- b. **INCORPORATION**: This Agreement represents the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements, negotiations, representations, understandings, and correspondence. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.
- c. **BINDING EFFECT: NO ASSIGNMENT**: This Agreement is binding upon and inures to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns. Neither party may assign this Agreement or subcontract any of its obligations without the prior written consent of the other party, which consent may not be unreasonably withheld.
- d. **NO JOINT VENTURE**: This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between Lender, the Talent and Company. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
- e. **TRADEMARKS**: Nothing contained herein shall be construed to convey to Company any rights to use the trademarks, logos, or indicia of the NFL, Philadelphia Eagles, or any other club, organization, or entity in conjunction with the rights granted hereunder. All rights to the use of such trademarks, logos, or indicia must be acquired from the appropriate rights holder at Company's sole cost and expense. Company further agrees that it shall not file, during or after the Term, any application for trademark registration or otherwise obtain or attempt to obtain ownership of any trademark or trade name in any jurisdiction of the world which consists of the Talent Endorsement or any mark, design, or logo intended to make reference to Talent. If, prior to the Term, Company has filed one or more applications for registration of any such trademark, or otherwise has obtained any rights to such trademark, Company agrees to cause such applications and trademarks to be assigned and transferred to Lender immediately.
- f. **WAIVER OF BREACH**: Either party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party. If any provision of the Agreement is held by any court or in any arbitration to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

- g. **SEVERABILITY**: If any provision of this Agreement is found to be invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- h. **COUNTERPARTS: FACSIMILE SIGNATURES**: This Agreement may be executed in multiple counterparts and so executed will constitute one agreement, binding on all parties, even though all parties are not signatories to the original or same counterpart. Any counterpart of this Agreement will, for all purposes, be deemed a fully executed instrument. Facsimile and pdf signatures shall be as effective as original signatures.
- i. **NOTICES**: All notices given under this Agreement must be delivered in writing by certified mail, return receipt requested, by email (with hard copy by certified mail, return receipt requested) or by reputable overnight courier addressed to the other party at the following addresses or such other address as a party may designate in writing to the other party hereto. Notice will be deemed given upon receipt.

**If to Lender or the Talent:**

Attn: Max Sutro  
Athletes First  
23091 Mill Creek Drive  
Laguna Hills, CA 92653

**If to Company:**

Michael Allegretto  
Director of Community Services  
City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written

**THE CITY OF OCEAN CITY**

**ATHLETES FIRST LLC.**

**X**

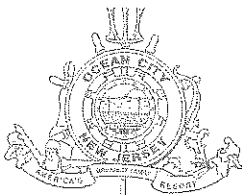
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Michael Allegretto  
Director of Community Services

**X**

---

For Athletes First



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : February 12, 2019

TO: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Appearances at the Sports Show

This contract is with Athletes First for the appearance of Darren Sproles at the OC Sports show. Mr. Sproles will be doing a Q & A, signing autographs, and taking pictures with fans. His appearance will help attract people to the event and to the town in the offseason. The cost of the contract and travel is \$16,000. The cost for his appearance will be offset by the paid admission to the event and the fee for autographs and pictures.

**RESOLUTION**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND ATHLETICS FRIST, LLC FOR THE APPEARANCE OF MATT STAIRS AT THE SPORTS MEMORABILIA SHOW ON SATURDAY, MARCH 30, 2019 AT THE OCEAN CITY MUSIC PIER**

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

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

**WHEREAS** Athletics Frist, LLC has the required expertise, artist relations, and has successfully performed these services across the United States of America; 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 Athletics First, 23091 Mill Creek Drive, Laguna Hills, CA 92653 be awarded an alternative-non-advertised contract for the appearance of Matt Stairs at the Sports Memorabilia Show on Saturday, March 30, 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**, Athletics First has completed and submitted a Business Entity Disclosure Certification which certifies 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 Athletics First from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **Athletics First, 23091 Mill Creek Drive, Laguna Hills, CA 92653** for the appearance of Matt Stairs at the Sports Memorabilia Show on Saturday, March 30, 2019. The estimated contract value is \$15,000.00 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 has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor & the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Athletics First, 23091 Mill Creek Drive, Laguna Hills, CA 92653 for the appearance of Matt Stairs at the Sports Memorabilia Show on Saturday, March 30, 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-12-56-173-034.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RAW Athletic First – Matt Stairs.com

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2019

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

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

**CITY OF OCEAN CITY – ATHLETES FIRST PROCUREMENT & APPEARANCE  
AGREEMENT**

This Appearance Agreement (“Agreement”) is entered into as of this 6th day of February, 2019 (the “Effective Date”) by and between the City of Ocean City (“Company”), a New Jersey municipal corporation with offices at 861 Asbury Avenue, Ocean City, NJ 08226, and Athletes First, LLC. (“Lender”) for the services of Matt Stairs (collectively, the “Talent”), c/o Athletes First, attn.: Max Sutro, 23091 Mill Creek Drive, Laguna Hills, CA 92653.

**WHEREAS**, Company wishes to utilize the Talent’s appearance services as set forth below;

**WHEREAS**, Lender wishes to cause the Talent to provide Company with such services;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Lender, intending to be legally bound, hereby agree as follows:

1. **TERM**: This Agreement shall have a term beginning on the Effective Date and shall run through and until March 30, 2019 (the “Term”).
2. **LENDER’S DUTIES AND RESPONSIBILITIES**: As consideration for the payments described in Section 3 of the Agreement below, Lender acknowledges and agrees to the following:
  - a. **Grant of Rights**. Subject to the terms and conditions of this Agreement (including Lender’s approval rights set forth in Section 4 below), Company shall have the non-exclusive right during the Term to the use of the Talent’s approved images, names, and likenesses (the “Talent Endorsement”) in Company’s promotional materials used solely to promote the Talent’s Appearance below (“Materials”). All use of the Talent Endorsement shall cease immediately upon conclusion of the Appearance.
  - b. **Appearance**. Lender agrees to cause the Talent to appear at one (1) appearance for Company on March 30, 2019 from 2:00 P.M. to 4:15 P.M. at a mutually agreeable location in Ocean City, NJ (the “Appearance”). At the Appearance, Lender agrees the Talent shall spend forty five (45) minutes appearing in a moderated Q&A session and ninety (90) minutes of signing autographs and taking pictures with fans in attendance. The Talent may refuse to autograph any item the Talent deems in their sole and absolute discretion as unreasonable for signature. Company will ensure that the location at which the Appearance shall take place is a well-policed and safe environment suitable for the Talent’s participation. The parties expressly acknowledge and agree that the Appearance will take place around the Talent’s personal and professional commitments. Should a conflict arise making the Talent unable to appear at the Appearance on the date or time set

forth herein, the parties agrees to work in good faith to find a mutually-agreeable date and/or time. The parties agree that the Appearance shall last for no longer than two (2) hours and fifteen (15) minutes in duration.

3. **COMPANY'S DUTIES AND RESPONSIBILITIES**: As consideration for Lender's contractual commitments in Section 2 above, Company shall pay Lender a fee in the amount of Fifteen Thousand Dollars (\$15,000) (the "Fee"), which shall be made payable to Lender and paid on or before March 30, 2019.
4. **APPROVAL RIGHTS OF LENDER**: In the event Company desires to use the Talent Endorsement in any Materials, Company shall submit a sample of such intended use to Lender for approval, such approval not to be unreasonably withheld, at least ten (10) days prior to any actual use thereof. Approval of such use shall be presumed unless, within ten (10) days from receipt of the sample submitted, Lender notifies Company that approval is being withheld.
5. **REPRESENTATIONS AND WARRANTIES**: Lender and Company each represent, warrant and covenant that: (a) it has no authority to bind the other party in any manner, whether in fact or by operation of law; and, (b) any statements made by the Talent concerning the Company will reflect the Talent's true and honest opinion of and experience with the Company.
6. **TERMINATION**: This Agreement may be terminated as follows:
  - a. Either party may terminate the Agreement due to the breach of any material term, representation, warranty, covenant or condition of this Agreement, *provided however*, that if the breach is capable of being cured, the breaching party must fail to cure that breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of written notice from the non-breaching party setting forth the specific nature of such breach.
  - b. Lender may further terminate this Agreement upon five (5) days written notice to Company:
    - i. upon Company's dissolution, insolvency, or declaration or filing of bankruptcy;
    - ii. upon the indictment/conviction of Company or any of its officers or directors in their corporate capacity of any criminal offense involving dishonesty, fraud, breach of trust, or any felony;
    - iii. if Company fails to make payment to Lender of any sums due under this Agreement, which default is not cured within ten (10) days following receipt of written notice from Lender of such default;



- iv. if Company, or any of its officers, directors, agents, or employees, engages in any conduct or activity that sheds a negative or embarrassing light on Company or the Talent, or adversely impacts the Talent's reputation or image by way of the Talent's association with Company; or
  - c. In the event this Agreement is terminated pursuant to this Section 6, any and all use by Company of the Talent Endorsement shall cease immediately upon effective termination, and Lender shall be owed any portion of the Fee that is earned and accrued as of effective termination.
- 7. **FORCE MAJEURE**: If, at any time during this Agreement, either party is prevented from or hampered or interrupted or interfered with in any manner whatsoever in fully performing the Services hereunder, by reason of any present or future statute, law, ordinance, regulation, order, judgment or decree, whether legislative, executive or judicial (whether or not valid), act of God, earthquake, fire, flood, epidemic, accident, explosion, casualty, lockout, boycott, strike, labor controversy (including but not limited to threat of lockout, boycott or strike), riot, civil disturbance, war or armed conflict, professional or personal obligations, injury, illness, or by reason of any cause beyond the affected party's reasonable control; or by reason of any other cause of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then the affected party's obligations hereunder shall be suspended as often as any such event of force majeure occurs (however in no event longer than ninety (90) days) and during such periods of time as such events of force majeure exist, and such non-performance shall not be deemed to be a breach of this Agreement.
- 8. **INDEMNIFICATION**: Company shall indemnify, defend, and hold harmless Lender, the Talent, and each of Lender's and the Talent's parents, affiliates, subsidiaries, officers, employees, directors, representatives, agents, heirs, successors, and assigns ("Talent Indemnified Parties") from and against any and all third-party claims, damages, cost, judgments, penalties, and expenses of any kind (including, without limitation, reasonable attorneys' fees and litigation costs) arising from, out of, or in connection with (i) the distribution, exploitation, and/or use of the Talent Endorsement or any Materials provided by Company, (ii) any breach by Company of this Agreement, (iii) the acts, omissions, or negligence of Company or any of its officers, director, or employees, (iv) the participation by the Talent in or at the Appearance, and/or (v) this Agreement; provided that the Talent Indemnified Parties promptly notify Company in writing of such third-party claim, and Company shall assume and control the defense of such claim. Any settlement of any such claim shall include a full release for the Talent Indemnified Parties. This indemnification obligation shall survive the expiration or termination of this Agreement.
- 9. **LIMITATION OF LIABILITY**: If Company incurs any expenses, damages or other liabilities (including without limitation, reasonable attorneys' fees) in connection herewith, Lender's and the Talent's respective liability shall be limited to direct, actual damages incurred by Company, and Lender's and the Talent's maximum liability to

Company hereunder will not exceed the monies actually received by Lender hereunder, excluding reimbursement of Lender's and the Talent's expenses. In no event will Lender and the Talent be liable to Company hereunder for any consequential, punitive, indirect, reliance or incidental damages.

10. **POST-TERMINATION RIGHTS**: Company shall have no right to continue using any Materials containing the Talent Endorsement after expiration or termination of this Agreement.
11. **CONFIDENTIALITY**: Except as otherwise required by law or court order, both parties agree to keep all information relating to this Agreement confidential both during and after the Term of this Agreement. Notwithstanding the foregoing, the parties may share such information with their respective "Representatives" (as defined below), provided that the Representatives acknowledge and agree to be bound by this Agreement's confidentiality provisions. As used in this Agreement, the term "Representative" means, as to any person, such person's affiliates and its and their directors, officers, members, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling persons.
12. **JURISDICTION AND DISPUTE RESOLUTION**: This Agreement and any claim or dispute arising out of or related to this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws in effect in the State of California, without giving effect to its conflicts of law principles. If a dispute arises under this Agreement that cannot be resolved first through good-faith negotiations, such dispute shall be submitted to arbitration and resolved by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect as modified herein. All such arbitration shall be confidential and take place at the office of the American Arbitration Association located in Orange County, California or as otherwise mutually agreed upon by the parties. The arbitrator has no authority to award attorneys' fees. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. Each party waives, to the fullest extent permitted by law, any right to trial by jury in any action, suit, claim, or proceeding brought to enforce, defend, or interpret any rights or remedies arising hereunder, relating to or in connection with this Agreement.
13. **MISCELLANEOUS**
  - a. **INTERPRETATION**: The parties acknowledge that each has had an opportunity to have its counsel review and revise this Agreement and that any rule of law or legal decision that would require interpretation of any claimed ambiguity against the party drafting it shall have no application to this Agreement and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties.

- b. **INCORPORATION**: This Agreement represents the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements, negotiations, representations, understandings, and correspondence. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.
- c. **BINDING EFFECT: NO ASSIGNMENT**: This Agreement is binding upon and inures to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns. Neither party may assign this Agreement or subcontract any of its obligations without the prior written consent of the other party, which consent may not be unreasonably withheld.
- d. **NO JOINT VENTURE**: This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between Lender, the Talent and Company. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
- e. **TRADEMARKS**: Nothing contained herein shall be construed to convey to Company any rights to use the trademarks, logos, or indicia of the NFL, Philadelphia Eagles, or any other club, organization, or entity in conjunction with the rights granted hereunder. All rights to the use of such trademarks, logos, or indicia must be acquired from the appropriate rights holder at Company's sole cost and expense. Company further agrees that it shall not file, during or after the Term, any application for trademark registration or otherwise obtain or attempt to obtain ownership of any trademark or trade name in any jurisdiction of the world which consists of the Talent Endorsement or any mark, design, or logo intended to make reference to Talent. If, prior to the Term, Company has filed one or more applications for registration of any such trademark, or otherwise has obtained any rights to such trademark, Company agrees to cause such applications and trademarks to be assigned and transferred to Lender immediately.
- f. **WAIVER OF BREACH**: Either party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party. If any provision of the Agreement is held by any court or in any arbitration to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- g. **SEVERABILITY**: If any provision of this Agreement is found to be invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or

illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

- h. **COUNTERPARTS: FACSIMILE SIGNATURES:** This Agreement may be executed in multiple counterparts and so executed will constitute one agreement, binding on all parties, even though all parties are not signatories to the original or same counterpart. Any counterpart of this Agreement will, for all purposes, be deemed a fully executed instrument. Facsimile and pdf signatures shall be as effective as original signatures.
- i. **NOTICES:** All notices given under this Agreement must be delivered in writing by certified mail, return receipt requested, by email (with hard copy by certified mail, return receipt requested) or by reputable overnight courier addressed to the other party at the following addresses or such other address as a party may designate in writing to the other party hereto. Notice will be deemed given upon receipt.

**If to Lender or the Talent:**

Attn: Max Sutro  
Athletes First  
23091 Mill Creek Drive  
Laguna Hills, CA 92653

**If to Company:**

Michael Allegretto  
Director of Community Services  
City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written

**THE CITY OF OCEAN CITY**

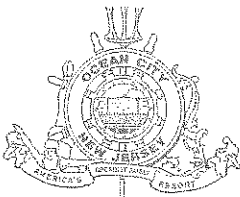
**ATHLETES FIRST LLC.**

**X**

\_\_\_\_\_  
Michael Allegretto  
Director of Community Services

**X**

\_\_\_\_\_  
For Athletes First



DEPARTMENT OF COMMUNITY  
SERVICES

# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## MEMO

Date : February 12, 2019

To: Joseph Clark, Purchasing Agent, QPA

From: Michael Allegretto, Director of Community Services

Re: Appearances at the Sports Show

This contract is with Athletes First for the appearance of Matt Stairs at the OC Sports show. Mr. Stairs will be doing a Q & A, signing autographs, and taking pictures with fans. His appearance will help attract people to the event and to the town in the offseason. The total cost of the contract is \$15,000. The cost for his appearance will be offset by the paid admission to the event and the fee for autographs and pictures.

**RESOLUTION**

**# 13**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY AND  
BLOCK LINE SYSTEM, INC. FOR SUPPLY & DELIVERY OF LOCAL & LONG DISTANCE  
TELEPHONE EXCHANGE SERVICES FOR THE CALENDAR YEAR 2019**

**WHEREAS**, the City of Ocean City requires certain professional technologies to supply & deliver local & long distance telephone exchange service for the City of Ocean City; and

**WHEREAS**, Block Line Systems, Inc. has proposed similar sizeable saving and has been determined to have the necessary expertise and ability to perform said telecommunication services; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said local & long distance telephone exchange services; and

**WHEREAS**, Block Line Systems, Inc. has proposed similar sizeable saving and has been determined to have the necessary expertise and ability to perform said telecommunication services; 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**, a contract with Block Line Systems, Inc. may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1) (f) & 40A:11-15 (8); and

**WHEREAS**, Benjamin M. Hurst, Director of IT; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the terms and conditions of the submitted proposal and recommend that Block Line Systems, Inc., 1645 West Chester Pike, Suite 200, West Chester, PA 19382-7955 be awarded an alternative-non-advertised contract for local & long distance telephone exchange services for the City of Ocean City; 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**, Block Line Systems, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies 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 Block Line Systems, Inc. from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award an alternative method contract to **Block Line Systems, Inc., 1645 West Chester Pike, Suite 200, West Chester, PA 19382-7955** for local & long distance telephone exchange services for the City of Ocean City; and

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor & the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Block Line Systems, Inc., 1645 West Chester Pike, Suite 200, West Chester, PA 19382-7955 for local & long distance telephone exchange services for the City of Ocean City as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2019 Local Municipal Budget and shall be charged to the Operating Account #9-01-20-626-223 as Purchase Orders are issued. The estimated annual contract value is \$165,000.00.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RAW Blockline Systems – Telephone Service.com

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2019

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

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



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 14**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY  
AND ADVANCED SECURITY TECHNOLOGIES LLC FOR ACQUISITION OF  
ONE (1) 2019 MODULAR VEHICLE BARRIER TRANSPORTATION TRAILER FOR  
DEPARTMENT OF POLICE SERVICES & THE OFFICE OF EMERGENCY MANAGEMENT**

**WHEREAS**, the City of Ocean City has a need to for transport and store the modular vehicle barriers throughout the City of Ocean City; and

**WHEREAS**, it is determined in the best interest of the City of Ocean City to have said trailer for the modular vehicle barriers so that they are properly stored, easily transported and deployed in the event of an emergency; 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**, Advanced Security Technologies LLC has supplied these units to various municipalities and states; and

**WHEREAS**, Chief John Jay Prettyman, Director of Police Services; Frank Donato, Emergency Management Coordinator; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the required trailer and quote for trailer and recommended that **Advance Security Technology, LLC, 47 Trautwein Crescent, Closter, NJ 07624** be awarded as an alternative non-advertised contract for the acquisition of one (1) 2019 Modular Vehicle Barrier Transportation Trailer; and

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

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

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised contract with Advanced Security Technologies LLC be awarded as follows:

1. Acquisition of one (1) 2019 Modular Vehicle Barrier Transportation Trailer for the Department of Police Services and the Office of Emergency Managements ongoing needs in the calendar year 2019
2. Items are subject to the actual needs as established by the City of Ocean City's using Departments. As items are required, the City Purchasing Manager shall issue a Purchase Order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a Purchase Order for said service.
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.
4. A copy of the Business Entity Certification, the Determination of Value and the Business Registration Certificate will be on file with the Purchasing Division.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with Advance Security Technology, LLC, 47 Trautwein Crescent, Closter, NJ 07624 in accordance with this resolution.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2019 Local Municipal Budget and shall be charged to the appropriate accounts as Purchase Orders are issued. The estimated annual contract value is \$35,000.00.

**CERTIFICATION OF FUNDS**



Frank Donato III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RAW 19 Nonadvertised AST.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 ..... 2019

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

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



Bringing Advanced Technologies to the security world

January 22, 2019

John J. Prettyman  
Captain of Police  
Ocean City Police Department  
835 Central Avenue  
Ocean City, NJ 08226

Tel: 609-399-9111  
Email: [jprettyman@ocnj.us](mailto:jprettyman@ocnj.us)

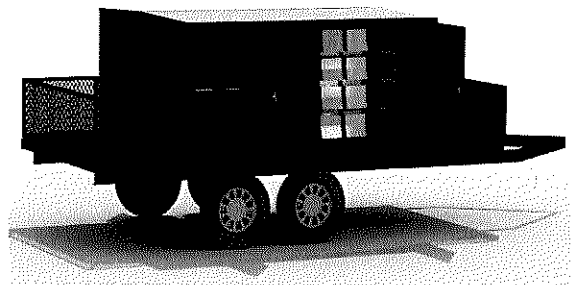
**RE: Modular Vehicle Barrier – Non PEPPM Item**

Captain of Police Prettyman,

AST is pleased to provide Ocean City the below proposal to supply a custom designed trailer to fit 60 MVB units with up to additional 30 Pivot units. AST custom designed a US made trailer to assist MVB users store and move the units from event to event. AST's trailer is built with the ease of use in mind as well as safety to the installers. AST trailers are built in different sizes to accommodate the number of MVB each user has in their fleet.

**Base Specification:**

1. The Trailer shall be made in the United States and comply with US DOT regulations
2. The Trailer must be NEW/unused
3. Trailer to include drip rails
4. Trailer can hold up to 60 MVB units + 30 Pivots
5. Trailer shall be 16 feet long
6. Trailer shall be 101.5" wide
7. Tandem axel
8. 10,000 lb hauling capacity
9. Electric brakes
10. LED lighting
11. 12,000 lb drop leg
12. 15,000 lb Safety chain
13. 2 5/16" hitch
14. Spare wheel + Tire ST225/75/R12 (6 Lug)
15. All containment steel shall be powder coated
16. MVB barriers can be loaded/stored from both sides
17. Each MVB unit has its own dedicated slot for safe transport
18. Each MVB is locked in place for transport with secondary retainment system
19. Each MVB tray shall have UHMW
20. Unit shall have Stainless Steel latches & hinges
21. Zinc coated steel rivets
22. Zinc coated nuts & bolts
23. Dedicated space for pivot units
24. Each door has locks for safe storage. All keyed alike.





Bringing Advanced Technologies to the security world

25. Two extra storage compartments shall be provided on the trailer (one in the front of the trailer and an additional unit in the back of the trailer). Each compartment shall be 24" tall x 35" deep x 96" wide.
26. Trailer shall be in black color

**Proposal (Non PEPPM Item):**

Part Number	MVB Accessories	Unit Price	QTY	Extended
AST-CT-60	Trailer for (up to 60) MVB Units for MVB	\$22,426.00	1	\$22,426.00
	Shipping of Trailer to your site	\$3,200.00	1	\$3,200.00
			Total	\$25,626.00

**Terms & Conditions:**

- 1) F.O.B – Destination. Shipping has been included in the above price.
- 2) Taxes are not included. Should any taxes are levied they will be paid for by the purchaser.
- 3) Delivery: 6-8 weeks ARO
- 4) Payment terms – 50% down payment 50 % net 30.
- 5) Prices are valid for 90 days.
- 6) Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

If you have any additional questions, please don't hesitate to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to be 'Yaron Getter'.

Yaron Getter  
Principal & Co-Founder  
Advanced Security Technologies LLC  
Mobile: (917) 561-1344 | [ygetter@adsectec.com](mailto:ygetter@adsectec.com)  
[www.adsectec.com](http://www.adsectec.com)

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**# 15**

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF OCEAN CITY & ACT ENGINEERS, INC. FOR ENVIRONMENTAL CONSULTING  
SERVICES & ASSOCIATED PERMITTING SERVICES FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the City of Ocean City requires certain professional special environmental and permitting services for various projects throughout the City of Ocean City; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said environmental and permitting services performed; and

**WHEREAS**, ACT Engineers, Inc. has the required expertise and has agreed to serve as environmental consultant and associated permitting services for the City of Ocean City for various projects; 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 Engineers, 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 Engineers, Inc. has agreed to provide services environmental consultant and associated permitting services for the City of Ocean City for various projects; and

**WHEREAS**, ACT Engineers, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither ACT Engineers, 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 Engineers, Inc. for environmental consultant and associated permitting services for the City of Ocean City for various projects; and

**WHEREAS**, ACT Engineers, 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 Engineers, Inc. for environmental consultant and associated permitting services for the City of Ocean City; 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 Engineers, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691 for environmental consulting and associated permitting services for the City of Ocean City for various projects as follows:

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Act Engineering, Inc. (Continued)


Item	Description	Unit	2019-2020 Year Rates	
1.	Environmental Specialist	Per Hour	\$	115.00
2.	Engineer/Surveyor	Per Hour	\$	145.00
3.	Engineer Technician	Per Hour	\$	99.00
4.	Auto CAD Specialist	Per Hour	\$	78.00
5.	Clerical	Per Hour	\$	52.00

6. Services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order for said service.
7. A copy of the Pay-to-Play Certification & the Business Registration Certificate (BRC) for ACT Engineering, Inc. has been submitted and shall be placed on file in the City’s Purchasing Division Office.
8. 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 Engineers, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691 for environmental consulting and associated permitting services for the City of Ocean City as listed in accordance with this resolution and submitted proposals.

The Director of Financial Management certifies that funds are available and shall be charged Capital Account No. C-04-55-307-101, the estimated value of this contract is \$45,000.00.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RPS ACT Engineers Environmental Consulting.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 ..... 2019

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

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

**VIA EMAIL AND US MAIL**

December 11, 2018

Mr. Vince Bekier  
Aide to the Mayor  
City of Ocean City  
Henry S. Knight Building  
115 East 12th Street  
Ocean City, NJ 08226

**RE: PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES  
CAFRA INDIVIDUAL PERMIT APPLICATION  
BOARDWALK PAVILIONS & OCEAN OUTFALLS**

Dear Mr. Bekier:

As you are aware, I recently merged Junetta N. Dix Consulting, Inc. (JNDI) with ACT Engineers, Inc. (ACT) and am now Act's Director of Environmental Services and am heading up the South Jersey office. I hope the City of Ocean City will continue to utilize my services for environmental permitting needs.

Purchase Order (PO) No. 17-02824 was issued to JNDI for environmental consulting services to prepare and submit a permit application to the New Jersey Department of Environmental Protection (NJDEP), for installation of boardwalk pavilions at the 1200 and 1300 boardwalk blocks. The permit application was submitted in February 2018 and, of the total PO amount of \$4,900, \$2,640 was invoiced in March 2018. A balance of \$1,760 remains on that open PO.

Typically, disturbance to beaches is prohibited but because the NJDEP missed their deadline, we received an automatic approval. The beach pavilions are extremely popular and the NJDEP Commissioner expressed her support of them. Accordingly, an application to modify that former approval was submitted, with an application fee in the amount of \$500.00, seeking additional pavilion locations.

The NJDEP concluded, because additional special areas (beaches) were proposed to be disturbed, the new pavilions did not qualify for a modification and a new permit is required. Furthermore, because the boardwalk is a single municipal lot and the application fee is calculated on lot area, the NJDEP application fee for the new permit

application is \$30,000. The City elected to withdraw the permit application without prejudice on August 15, 2018. If any new application is submitted within 1-year, the previously submitted \$500 application can be applied.

After further discussion, it was agreed, because the boardwalk / beach area is a single municipal lot, we would wait to resubmit the beach pavilion application with anticipated proposed ocean stormwater outfall pipe improvements.

In response to your request, ACT is pleased to provide this proposal for environmental consulting services to prepare and submit a combined beach pavilion / ocean stormwater outfall permit application to the NJDEP.

If the City accepts this proposal, it is assumed the current open PO will be closed and a new PO issued to ACT Engineers, Inc. Furthermore, Resolution 18-54-106 authorized a professional services contract between the City and JNDI, not to exceed \$17,500.00. It is expected this resolution is no longer valid with the closing of JNDI.

## **1.0 SCOPE OF WORK**

### **1.1 CAFRA Individual Permit Application**

Utilizing designs plans prepared by the City Engineering Department or others retained by the City, this office will prepare a Coastal Area Facility Review Act (CAFRA) Individual Permit application package, for submittal to, and review by, the NJDEP. The permit application will be prepared pursuant to the NJDEP Division of Coastal Resources: Coastal Permit Program Rules and the Coastal Zone Management Rules (N.J.A.C. 7:7E *et seq.*).

In accordance with the Coastal Permit Program Rules, Application Contents Checklist for wetlands applications (N.J.A.C. 7:7-4.2), the permit application will include, at a minimum, the following information:

- LURP Application Form (to be prepared by this office for signature by the applicant/property owner);
- Application fee (to be provided by the City) –because the boardwalk ‘lot’ is so large, the fee will max out at \$30,000 minus the previously remitted \$500;



- Site photographs;
- Proof of public notification:
- Certified mail notifications to Ocean City Clerk, Planning Board, Construction Official, and Environmental Commission, Cape May County Planning Board and Environmental Commission, and, adjacent property owners (the City to provide the certified list);
- Newspaper advertisement
- Figures;
- Development (site) plans (to be prepared by your office); and,
- Statement of Compliance with applicable coastal policies, prepared in accordance with N.J.A.C. 7:7-6 (Coastal Permit Program Rules, Information Requirements for Environmental Impact Statements and Compliance Statements) (discussed further below).

The Statement of Compliance will include the following information:

***Project Description*** - This section of the EIS will include a complete project description including, as appropriate, narratives regarding the proposed development, site plan, structures, utilities plan, public service plan, and recreation plan.

***Compliance with NJDEP Rules on Coastal Zone Management*** - This section of the EIS will include a description of each applicable coastal rule and a response narrative demonstrating compliance with same. All applicable coastal rules, including, but not limited to, those rules identified by the NJDEP will be addressed in the document.

All applicable coastal rules will be addressed with qualitative narratives and from information provided in the design plans and existing literature. No specialized technical studies and reports are recommended nor anticipated to be required at this time. It is this office's philosophy that, unless a clear demonstrated need for a specialized study is indicated, no such studies are initiated until such time as the NJDEP specifically requests same and narrowly identifies a scope of study.

**Site figures** - A U.S. Geological Survey topographic quadrangle map, soil survey map, road map, and appropriate aerial photographs will be provided in the EIS.

**Appendices** - Appropriate appendices, as necessary, will be included in the EIS.

## 1.2 CAFRA Public Comment Period or Hearing

Once the application has been declared complete by the NJDEP, a 30 day public comment period *or* a public hearing will be held. Certified mail notices and a newspaper advertisement will be required regardless of whether a comment period or a hearing is held.

ACT will prepare notices for either the public comment period or the hearing, on behalf of the applicant.

This office opines that the NJDEP will not require a public hearing.

In the unlikely event that the NJDEP does require a public hearing, this office will complete the necessary notifications, schedule an NJDEP-approved court reporter and arrange for a transcript of the hearing. This office will attend, and provide any necessary testimony, at the public hearing. Again, it is expected that this phase of the project will *not* be necessary; however, a scope of work and associated budget is provided 'just in case'.

## 1.3 Submittal of Responses to Agency Requests for Additional Information

The proposed scope of work also includes preparation and submittal of response documents to the NJDEP. These response documents are limited to information that was omitted and/or that should have been reasonably addressed in the original permit application submittal. This scope of work does *not* unconditionally include responding to *all* regulatory requests for additional information. Requests for additional information which would necessitate additional, out-of-scope technical studies, requests that are beyond what should have reasonably been included in the Environmental Impact Statement, and/or any requests which are generated by the quality, or level of detail, of other's design plans, are specifically excluded from this scope of work and associated fee proposal.

Any significant requests for additional information, additional field investigations, and/or engineering design requests (which are the responsibility of others) will be

considered out of scope and a proposed scope of work and associated budget request submitted to Ocean City. No out-of-scope of work will commence until such time as written authorization to proceed has been received from Ocean City.

#### **1.4 Condition Compliance**

If a permit is approved, it will likely contain, at a minimum, administrative conditions. It is this office's procedure to provide the NJDEP with periodic updates regarding the permit condition compliance status. This office will record the permit with the Cape May County Clerk's office and submit any administrative type documents, as required, to the NJDEP. A table summarizing the status of condition compliance will be provided and periodically updated so that both the NJDEP Division of Land Use Regulation and the Office of Enforcement are aware that construction may commence.

Note that condition compliance includes administrative type tasks and does not include the actual preparation of any requested studies or detailed analyses.

#### **2.0 FEE SCHEDULE**

The following fee schedule is proposed for the scope of work presented herein. I have utilized the previously approved February 2018 – February 2019 billing rates from the 18-54-106 resolution.

<b>PERMIT APPLICATION SCOPE OF WORK</b>	<b>COST</b>
<b>Tasks 1.1 &amp; 1.3 - CAFRA Individual Permit application:</b> Preparation, submittal and monitoring of IP application. Preparation of responses to <i>reasonable</i> agency requests for clarification and/or additional information (refer to terms and conditions) (24 hrs. X \$115/hr. + 10 hrs. X \$145 (environmental director))	\$4,210.00
<b>Task 1.2 - Public Comment or Hearing Notifications:</b> Preparation of NJDEP- required notifications, including newspaper advertisement (5 hrs. X \$52/hr. clerical + 2 hrs. X \$115/hr.)	\$ 490.00
<b>Task 1.4 - Condition Compliance:</b> Recording of permit, preparation of condition compliance documentation letters to the NJDEP, including table documenting status, etc. (5hrs. X \$52/hr. clerical + 2 hrs. X \$115/hr.)	\$ 490.00
<b>TOTAL PROFESSIONAL FEES</b>	<b>\$5,190.00</b>
<b><i>Estimated*</i> Expenses for Permit Application</b> (Certified Mail Costs; Reproduction/Copying; Newspaper Advertisement)	\$ 500.00

\*Expenses have been estimated for budgetary purposes. Actual expenses will be invoiced with supporting documentation.

### **3.0 PROJECT SCHEDULE**

The CAFRA Individual permit application can be submitted within 2 weeks after receipt of all required information (e.g., plans, signed application form, application fee, etc.).

Receipt of an approved CAFRA permit is expected 6 to 9 months, after submittal; provided no significant requests for additional information are made by the NJDEP.

### **4.0 TERMS AND CONDITIONS**

1. It is understood that design plans will be prepared by The City, for use in preparing the permit application. Additionally, the appropriate sets of copies of plans will be provided by Ocean City for submittal of permit application.
2. It is assumed that any required engineering calculations (that can be quantified from the plans) will be provided by the preparers of said plans.
3. The scope of work presented herein for NJDEP permit applications is limited to preparation and submittal of a complete permit application package, preparation of public comment or hearing notifications (as applicable); monitoring of the permit application review status and responding to reasonable requests for additional information; and, attendance of the public hearing (if applicable).

The scope of work also includes preparation and submittal of response documents to the NJDEP. These response documents are limited to information that was omitted and/or that should have been reasonably addressed in the original permit application submittal. This scope of work does *not* unconditionally include responding to *all* regulatory requests for additional information. Requests for additional information which would necessitate additional, out-of-scope technical studies, requests that are beyond what should have reasonably been included in the Environmental Impact Statement, and/or any requests which are generated by the quality, or level of detail, of other's design plans, are specifically excluded from this scope of work and associated fee proposal.

Any significant requests for additional information, additional field investigations, and/or engineering design requests (which are the responsibility of others) will be considered out of scope and a proposed scope of work and associated budget request submitted to Ocean City. No out-of-scope of work will commence until such time as written authorization to proceed has been received from Ocean City.

4. A threatened and endangered species survey is not included in the proposed scope of work presented herein and is not expected to be required. Rather, all construction activities for the boardwalk will comply with any timing restrictions of the Ocean City Beach Management Plan.
5. A Cultural Resources and Historic Structures Survey is *not* included in the proposed scope of work and associated fee schedule presented herein. It is assumed that the coastal policy rule regarding historical and archaeological resources can be addressed with qualitative statements and any existing documentation or reports, if applicable.
6. Any additional work not specifically included in this proposal is not included in the attached cost estimate but can be provided at the request of Ocean City.
7. *Estimated* permit applications fees, certified mail costs, reproduction costs, newspaper display advertisements and court reporter fees (if required) have been included in the fee proposal. The *estimated* fees are provided for budgetary purposes only; actual fees will be billed with supporting documentation (i.e., receipts, etc.) and are the responsibility of Ocean City.
8. This proposal is, in no way, contingent upon any regulatory approval.
9. The attached ACT standard terms and conditions apply.

Finally, as you are aware, although located above the spring high water line, the stormwater outfalls and/or pavilions may also require approval from the U.S. Army Corps of Engineers, for work within the beach replenishment project area. This office will also coordinate obtaining that approval, at no additional cost.

Again, thank you for the opportunity to submit this proposal. I am, of course, available at your convenience to discuss the proposal and/or address any questions.

Sincerely,

*/ Junetta Dix /*

Junetta N. Dix  
Director - Environmental Services

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 16**

**AUTHORIZING A CHANGE ORDER #2 TO A PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF OCEAN CITY & MICHAEL CALAFATI ARCHITECT, LLC  
FOR THE OCEAN CITY HALL STABILIZATION**

**WHEREAS**, the City of Ocean City requires certain professional historic design services for the City of Ocean City's City Hall; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have said professional design services; and

**WHEREAS**, Michael Calafati Architect, LLC has the required expertise and has agreed to prepare design plans, construction documents and construction management for the historical City Hall; and

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

**WHEREAS**, Arthur A. Chew, Assistant City Engineer; Joseph P. Berenato, Director of Public Works; Matthew von der Hayden, Manager of Capital Projects; Allison Hansen, Assistant Purchasing Agent 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 with **Michael Calafati Architect, LLC, 510 Bank Street, P.O. Box 2363, Cape May, New Jersey 08204** for the Stabilization of the City of Ocean City's historic City Hall; 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**, Michael Calafati Architect, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Michael Calafati Architect, LLC 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 Michael Calafati Architect, LLC from making any contributions through the term of the contract; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded a professional service contract to Michael Calafati Architect, LLC on July 14, 2016 by Resolution #16-52-203 in the amount of \$45,500.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #1 to the professional service contract with Michael Calafati Architect, LLC for the Stabilization of the City of Ocean City's Historic City Hall on November 8, 2018 by Resolution #18-55-028 to Michael Calafati Architect, LLC, 510 Bank Street, P.O. Box 2363, Cape May, New Jersey 08204 in the amount of \$3,908.00; and

**WHEREAS**, Christine D. Gundersen, MBA, Manager of Capital Planning; Steven M. Longo, Manager of Public Buildings and Grounds; Rachel N. Ballezzi, Engineering; Darleen H. Korup, Purchasing Assistant; Jessica L. Baird, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing have reviewed and certified Change Order #2 to the professional service contract for Michael Calafati Architect, LLC is correct as follows:

**Change Order #2**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<b><u>Increase - Supplemental</u></b>				
S-2	Supplemental Invoices	1 Lump Sum	\$ 1,565.00	\$ 1,565.00
Total Amount of Supplemental:				\$ 1,565.00
<b>Total Amount of Increase for Change Order #2</b>				<b>\$ 1,565.00</b>
<b>Total Amount of Change Order #2 including Increases &amp; Decreases.....</b>				<b>\$ 1,565.00</b>
<b>Total Amount of Professional Service Contract with Michael Calafati Architect, LLC</b>				
<b>Including Change Order #2 .....</b>				<b>\$ 50,973.00</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the newly adjusted professional service contract cost including Change Order #2 is \$50,973.00 an increase of \$5,473.00 to the original professional service contract and a 12.03 (%) percent increase in the total for professional service contract with Michael Calafati Architect, LLC for Stabilization of the City of Ocean City's Historic City Hall; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #2 to Michael Calafati Architect, LLC's professional services contract for stabilization of the City of Ocean City's Historic City Hall in the amount of \$1,565.00 (PO #16-01727); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #2 in the amount of \$1,565.00 to Michael Calafati Architect, LLC's professional services contract for stabilization of the City of Ocean City's Historic City Hall (PO #16-01727) issued to Michael Calafati Architect, LLC, 510 Bank Street, PO Box 2363, Cape May, New Jersey 08204 to be charged to the following Capital Account #C-04-55-306-112

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato, III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

Files: RPSCO#2 2016-Michael Calafati-City Hall Stab.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 ..... 2019

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

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



Michael Calafati Architect, LLC

510 Bank Street, P.O.Box 2363, Cape May, NJ 08204  
T 609 884 4922 F 609 884 8608 www.calafati.com

## Invoice for Professional Services

Date: 02/07/19  
Invoice No. 2019-0207-19  
Period: 12/01/18 to 01/31/19 [FINAL: DECEMBER 2018 TO JANUARY 2019]  
To: Rachel Ballezzi  
City of Ocean City  
115 East 12th Street  
Ocean City, NJ 08226  
Copy: Roger Rinck, Manager Engineering and Construction (*email only*)  
Christine Gundersen, Manager of Capital Planning (*email only*)  
Joseph Clark, Purchasing Manager (*email only*)  
Colette Bradley, Accountant, Finance Department (*email only*)  
Project: Ocean City City Hall – Exterior Masonry Stabilization Project  
(Cape May County Planning Department Open Space Program)  
Resolution 16-52-203  
Purchase Order 16-01727

Description of Services (A)	Qty./Hours	Rate	Amount
▪ Final Closeout, including Processing of Change Order #2 (Credit), assistance with obtaining certification of the helical piles, processing of Closeout Documents and the General Contractor's Final Applications for Payment (#6 & #7).			
Principal	8.5	\$165.00	\$1,402.50
Designer/Architectural Designer	0.0	\$95.00	\$0.00
Clerical/Administrator	2.5	\$65.00	<u>\$162.50</u>
Subtotal (A)			\$1,565.00
<b>Reimbursable Expenses (B)</b>			
▪ N/A.			<u>\$0.00</u>
Subtotal (B)			\$0.00
<b>Total Due This Invoice (A+B)</b>			<u>\$1,565.00</u>

Please make payable to  
**Michael Calafati Architect, LLC**  
EIN #61-1660240  
Thank you.



# CITY OF OCEAN CITY

861 ASBURY AVENUE

OCEAN CITY, NJ 08226

TEL (609)525-9346 FAX (609)391-1707

SHIP TO	MANAGER OF CAPITAL PLANNING 861 ASBURY AVENUE OCEAN CITY, NJ 08226
	VENDOR #: CALAFATI MICHAEL CALAFATI ARCHITECT, LLC PO BOX 2363 CAPE MAY, NJ 08204  Phone: (609)884-4922 Fax: (609)884-8608

## PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NC.

16-01727

ORDER DATE: 07/20/16

REQUISITION NO: R1601151

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

## PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6000952 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	RESOLUTION 16-32-203 STABILIZATION OF THE CITY OF OCEAN CITY'S HISTORIC CITY HALL	C-04-55-297-306 GENERAL	45,500.0000	45,500.00
			TOTAL	45,500.00

#2

#1

02/07/19

2nd amendment

requested with

invoice #

2019-0207-19

for DEC 2018 &

JAN 2019 AS

FINAL

10/22/18

Email from

Chirine Burrows

\$3,907.15 Change

Order to be put

through at next

Council meeting.

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X <u>Michael Clark</u></p> <p>FIRM PRESIDENT/OWNER</p> <p>REGISTERED ARCHITECT 7/23/14</p> <p>OFFICIAL POSITION DATE</p> <p>FIN # 101-1660240</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.</p> <p>MAIL VOUCHER &amp; ITEMIZED BILLS TO:</p> <p>CITY OF OCEAN CITY 861 ASBURY AVENUE OCEAN CITY, NJ 08226</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p><u>Joseph S. Clark</u></p> <p>Joseph S. Clark - CPA</p> <p><u>FRANK DONATO III</u></p> <p>FRANK DONATO III - CFO# N-0651</p>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**# 17**

**AUTHORIZING CHANGE ORDERS #22, 23, 24 & 25 TO  
CITY CONTRACT #17-53, NORTHEAST DRAINAGE IMPROVEMENTS**

**WHEREAS**, specifications were authorized for advertisement by Resolution #17-53-323 on Thursday, November 16, 2017 for City Contract #17-53, Northeast 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](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to twenty-seven (27) prospective bidder(s) for City Contract #17-53, Northeast Drainage Improvements; and

**WHEREAS**, bid proposals were opened for City Contract #17-53, Northeast 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, Northeast 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, Northeast 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, Northeast 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, Northeast 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, Northeast 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, Northeast 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, Northeast 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, Northeast 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, Northeast 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**, the City Council of Ocean City, New Jersey authorized Change Order #15 to City Contract #17-53, Northend Drainage Improvements on November 29, 2018 by Resolution #18-55-061 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$86,466.45; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #16 to City Contract #17-53, Northend Drainage Improvements on December 13, 2018 by Resolution #18-55-084 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$3,017.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #17, 18 & 19 to City Contract #17-53, Northend Drainage Improvements on December 27, 2018 by Resolution #18-55-106 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$184,976.56; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #20 to City Contract #17-53, Northend Drainage Improvements on January 10, 2019 by Resolution #19-55-106 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$111,649.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #21 to City Contract #17-53, Northend Drainage Improvements on January 10, 2019 by Resolution #19-55-153 to L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 in the net amount of \$8,935.00; and

**WHEREAS**, George J. Savastano, P.E., City Engineer; Rachel N. Ballezzi, Clerk; Darleen H. Korup, Purchasing Assistant; Jessica L. Baird, Purchasing Clerk and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Orders #22, 23, 24 & 25 to City Contract #17-53, Northend Drainage Improvements is correct as follows:

**Change Order #22**

**Increases – Supplemental:**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
S21.	Outfall Work	2 Each	\$12,312.00	\$ 24,624.00
<b>Total Amount of Supplemental:</b>				<b>\$ 24,624.00</b>
<b>Total Amount of Increases for Change Order #22</b>				<b>\$ 24,624.00</b>
<b>Total Amount of Change Order #22 including Increase &amp; Decrease.....</b>				<b>\$ 24,624.00</b>
<b>Total Amount of City Contract #17-53, Northend Drainage Improvements Including Change Order #22</b>				<b>\$8,472,006.05</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**L. Feriozzi Concrete Company (Continued)**

**Change Order #23**

**Increases – Supplemental:**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
S22.	Remove Conc. Gutter	220 LF	\$ 8.00	\$ 1,760.00
S23.	Remove Cong. Curbing	200 LF	\$ 7.00	\$ 1,400.00
<b>Total Amount of Supplemental</b>				<b>\$ 3,160.00</b>

**Extras:**

9.	12" High Density Polyethylene Pipe	85 LF	\$ 115.00	\$ 9,775.00
12.	Concrete Sidewalk, 4" Thick	1,485 SY	\$ 58.00	\$ 86,130.00
15.	Detectable Warning Surface	15 Units	\$ 250.00	\$ 3,750.00
24.	Inlet, Type A	4 Units	\$ 2,997.00	\$ 11,988.00
30.	Reconstructed Inlet, Type A	3 Units	\$ 1,250.00	\$ 3,750.00
39.	18" Ductile Iron Pipe	200 LF	\$ 169.00	\$ 33,800.00
40.	24" Ductile Iron Pipe	275 LF	\$ 235.00	\$ 64,625.00
48.	18" Tide Control Check Valve, Sup On	2 Units	\$ 8,705.00	\$ 17,410.00
53.	Dense-Graded Aggregate Base Course	800 Tons	\$ 30.00	\$ 24,000.00
<b>Total Amount of Extras</b>				<b>\$ 255,228.00</b>

**Total Amount of Increases for Change Order #23** **\$ 255,228.00**

**Total Amount of Change Order #23 including Increase & Decrease.....** **\$ 258,388.00**

**Total Amount of City Contract #17-53, Northend Drainage Improvements  
Including Change Order #23** **\$8,730,394.05**

**Change Order #24**

**Increases – Supplemental:**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
S-24	Clear Obstructions;			
	Disposal Fees	1 Lump Sum	\$ 2,677.00	\$ 2,677.00
	Sand Fill	1 Lump Sum	\$ 425.00	\$ 425.00
	Owned Equipment	1 Lump Sum	\$ 2,042.00	\$ 2,042.00
	Labor To Install	1 Lump Sum	\$ 3,487.00	\$ 3,487.00
<b>Total Amount of Supplementals</b>				<b>\$ 8,631.00</b>

**Total Amount of Increases for Change Order #24** **\$ 8,631.00**

**Total Amount of Change Order #24 including Increase & Decrease.....** **\$ 8,631.00**

**Total Amount of City Contract #17-53, Northend Drainage Improvements  
Including Change Order #24** **\$8,739,025.05**

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

L. Feriozzi Concrete Company (Continued)

Change Order #25

Increases – Extra

Item	Description	Quantity	Unit Price	Total Price
10.	8" X 18" Concrete Vertical Curb	3,212 LF	\$ 21.50	\$ 69,058.00
12.	Concrete Sidewalk, 4" Thick	425 SY	\$ 58.00	\$ 24,650.00
13.	Concrete Driveway, 6" Thick	83 SY	\$ 58.00	\$ 4,814.00
15.	Detectable Warning Surface	31 Units	\$ 250.00	\$ 7,750.00
24.	Inlet, Type A	2 Units	\$ 2,997.00	\$ 5,994.00
30.	Reconstructed Inlet, Type A	1 Units	\$ 1,250.00	\$ 1,250.00
33.	Manhole, 5' Diameter	1 Units	\$ 11,113.00	\$ 11,113.00
38.	12" Ductile Iron Pipe	46 LF	\$ 125.00	\$ 5,750.00
53.	Dense-Graded Aggregate Base Course	805 Tons	\$ 30.00	\$ 24,150.00
Total Amount of Extras				\$ 154,529.00

Total Amount of Increases for Change Order #25 \$ 154,529.00

Total Amount of Change Order #25 including Increase & Decrease..... \$ 154,529.00

Total Amount of City Contract #17-53, Northend Drainage Improvements  
Including Change Order #25 \$8,893,554.05

WHEREAS, the newly adjusted contract cost including Change Orders #22, 23, 24 & 25 is \$8,893,554.05 an increase of \$1,030,547.43 to the original contract and a 13.11 (%) 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 Orders #22, 23, 24 & 25 to City Contract #17-53, Northend Drainage Improvements in the net amount of \$446,172.00 (PO #18-00189); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Orders #22, 23, 24 & 25 in the net amount of \$446,172.00 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-04-55-307-012.

CERTIFICATION OF FUNDS

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

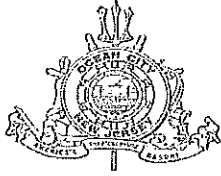
Files: RESCO#22, 23, 24 & 25 17-53 Northend Drainage Improvements.doc

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 ..... 2019

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

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### MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
FROM: Roger Rinck, Manager Engineering and Construction  
DATE: January 30, 2019  
RE: CHANGE ORDER NO. 22  
NORTH END DRAINAGE IMPROVEMENTS  
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 22  
on the Thursday, February 14, 2019 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:

OUTFALL WORK	1	LUMP SUM
--------------	---	----------

This change order represents a total current contract amount net change of  
\$24,620.00 or 7.75%

115 E. 12<sup>th</sup> Street, OCEAN CITY, NJ 08226  
609-399-6111 [www.ocnj.us](http://www.ocnj.us)



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT  
NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER #  
18-00189

CHANGE ORDER NO. 22  
FILE NO. 3-2017-053

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

REASON FOR CHANGE:  
OUTFALL WORK

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-21	OUTFALL WORK	1	LUMP SUM	\$24,620.00	\$24,620.00
		PRICING BREAKDOWN:				
		LONG REACH EXCAVATOR		0	\$4,675.00	
		MOB/DEMOB HAULING EXCAVATOR		0	\$1,870.00	
		PILE DRIVER WAVE HAMMER		0	\$1,265.00	
		WOOD BENT MAT AND HRDW		0	\$2,730.00	
		OWNED EQUIPMENT		0	\$3,155.00	
		LABOR TO INSTALL		0	\$10,925.00	
		0		0	\$0.00	
					SUBTOTAL:	\$24,620.00
EXTRA		0		0	\$0.00	
		0		0	\$0.00	
					SUBTOTAL:	\$0.00
REDUCTION		0		0	\$0.00	
		0		0	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$55,458.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY		
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		
			+ SUPPLEMENTAL	\$24,620.00

4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT	+ EXTRA	\$0.00
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT		
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$0.00
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	\$24,620.00
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		
16	\$3,017.00	TYPE REASON HERE		
17	\$29,777.56	IRRIGATION & SOD WORK		
18	\$74,200.00	FIRE HOUSE DRIVEWAY		
19	\$80,999.00	MATERIALS NEEDED TO COMPLETE PROJECT		
20	\$111,649.00	TYPE REASON HERE		
21	\$8,935.00	Materials needed to complete project		
22	\$24,620.00	OUTFALL WORK		

ORIGINAL CONTRACT AMOUNT \$7,863,006.62

AMENDED CONTRACT AMOUNT \$8,472,002.05

TOTAL CONTRACT CHANGE (AMOUNT) \$608,995.43

TOTAL CONTRACT CHANGE (PERCENT) 7.75%

ACCEPTED BY:

L. FERIOZZI CONCRETE COMPANY DATE

APPROVED BY:

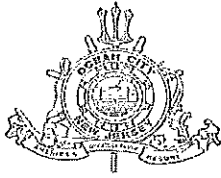
PROJECT MANAGER DATE

ENGINEER DATE

PURCHASING AGENT DATE

CHIEF FINANCIAL OFFICER DATE





# CITY OF OCEAN CITY

## AMERICA'S GREATEST FAMILY RESORT

### MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
FROM: Roger Rinck, Manager Engineering and Construction  
DATE: January 24, 2019  
RE: CHANGE ORDER NO. 23  
NORTH END DRAINAGE IMPROVEMENTS  
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 23  
on the Thursday, February 14, 2019 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:

REMOVE CONC. GUTTER	220	LF
REMOVE CONC. CURBING	200	LF
12" HIGH DENSITY POLYETHYLENE PIPE	85	L.F.
CONCRETE SIDEWALK, 4" THICK	1485	S.Y.
DETECTABLE WARNING SURFACE	15	U
INLET, TYPE A	4	U
RECONSTRUCTED INLET, TYPE A	3	U
18" DUCTILE IRON PIPE	200	L.F.
24" DUCTILE IRON PIPE	275	L.F.
18" TIDE CONTROL CHECK VALVE, SLIP ON	2	U
DENSE-GRADED AGGREGATE BASE COURSE	800	TONS

This change order represents a total current contract amount net change of  
\$258,388.00 or 11.03%

115 E. 12<sup>th</sup> Street, OCEAN CITY, NJ 08226

609-399-6111

[www.ocnj.us](http://www.ocnj.us)



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT  
NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER #  
18-00189

CHANGE ORDER NO. 23  
FILE NO. 3-2017-053

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

REASON FOR CHANGE:  
MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION

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

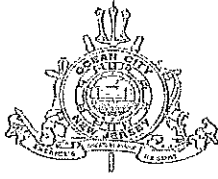
UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-22	REMOVE CONC. GUTTER	220	LF	\$8.00	\$1,760.00
	S-23	REMOVE CONC. CURBING	200	LF	\$7.00	\$1,400.00
	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$3,160.00
EXTRA	9	12" HIGH DENSITY POLYETHYLENE PIPE	85	L.F.	\$115.00	\$9,775.00
	12	CONCRETE SIDEWALK, 4" THICK	1485	S.Y.	\$58.00	\$86,130.00
	15	DETECTABLE WARNING SURFACE	15	U	\$250.00	\$3,750.00
	24	INLET, TYPE A	4	U	\$2,997.00	\$11,988.00
	30	RECONSTRUCTED INLET, TYPE A	3	U	\$1,250.00	\$3,750.00
	39	18" DUCTILE IRON PIPE	200	L.F.	\$169.00	\$33,800.00
	40	24" DUCTILE IRON PIPE	275	L.F.	\$235.00	\$64,625.00
	48	18" TIDE CONTROL CHECK VALVE, SLIP ON	2	U	\$8,705.00	\$17,410.00
	53	DENSE-GRADED AGGREGATE BASE COURSE	800	TONS	\$30.00	\$24,000.00
	0			0	\$0.00	
REDUCTION	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL

1	\$55,458.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY	+ SUPPLEMENTAL	\$3,160.00
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT	+ EXTRA	\$255,228.00
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT		
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$0.00
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	\$258,388.00
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		
16	\$3,017.00	TYPE REASON HERE		
17	\$29,777.56	IRRIGATION & SOD WORK		
18	\$74,200.00	FIRE HOUSE DRIVEWAY		
19	\$80,999.00	MATERIALS NEEDED TO COMPLETE PROJECT		
20	\$111,649.00	TYPE REASON HERE		
21	\$8,935.00	Materials needed to complete project		
22	\$24,624.00	OUTFALL WORK		
23	\$258,388.00	ERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
ORIGINAL CONTRACT AMOUNT			\$7,863,006.62	
AMENDED CONTRACT AMOUNT			\$8,730,394.05	
TOTAL CONTRACT CHANGE (AMOUNT)			\$867,387.43	
TOTAL CONTRACT CHANGE (PERCENT)			11.03%	
ACCEPTED BY:				
		L. FERIOZZI CONCRETE COMPANY	DATE	
APPROVED BY:				
		PROJECT MANAGER	DATE	
		ENGINEER	DATE	
		PURCHASING AGENT	DATE	
		CHIEF FINANCIAL OFFICER	DATE	



# CITY OF OCEAN CITY

## AMERICA'S GREATEST FAMILY RESORT

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### MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
FROM: Roger Rinck, Manager Engineering and Construction  
DATE: February 12, 2019  
RE: CHANGE ORDER NO. 24  
NORTH END DRAINAGE IMPROVEMENTS  
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 24  
on the Thursday, February 28, 2019 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:

CLEAR OBSTRUCTIONS:	1	LUMP SUM
DISPOSAL FEES		
SAND FILL		
OWNED EQUIPMENT		
LABOR TO INSTALL		

This change order represents a total current contract amount net change of  
\$8,631.00 or 11.14%



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT  
NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER #  
16-00189

CHANGE ORDER NO. 24  
FILE NO. 3-2017-053

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

REASON FOR CHANGE:  
3rd ST BULKHEAD - CLEAR OBSTRUCTIONS

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-24	CLEAR OBSTRUCTIONS:		LUMP SUM		
		DISPOSAL FEES	1		\$2,677.00	\$2,677.00
		SAND FILL	1		\$425.00	\$425.00
		OWNED EQUIPMENT	1		\$2,042.00	\$2,042.00
		LABOR TO INSTALL	1		\$3,487.00	\$3,487.00
	0			0	\$0.00	
					SUBTOTAL:	\$8,631.00
EXTRA	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00
REDUCTION	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$55,458.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY		
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT	+ SUPPLEMENTAL	\$8,631.00
4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT		
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT	+ EXTRA	\$0.00
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$0.00

7	\$56,088.00	IMPROVEMENTS TO THE SURROUNDING AREA	NET CONTRACT CHANGE THIS CHANGE ORDER	\$8,631.00
8	\$5,382.98	MATERIALS NEEDED RELATED TO THE PROJECT		
9	(\$3,750.30)	Materials needed to complete project		
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		
16	\$3,017.00	TYPE REASON HERE		
17	\$29,777.56	IRRIGATION & SOD WORK		
18	\$74,200.00	FIRE HOUSE DRIVEWAY		
19	\$80,999.00	MATERIALS NEEDED TO COMPLETE PROJECT		
20	\$111,649.00	TYPE REASON HERE		
21	\$8,935.00	Materials needed to complete project		
22	\$24,620.00	OUTFALL WORK		
23	\$258,388.00	MATERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
24	\$8,631.00	3rd ST BULKHEAD - CLEAR OBSTRUCTIONS		

ORIGINAL CONTRACT AMOUNT	\$7,863,006.62
AMENDED CONTRACT AMOUNT	\$8,739,021.05
TOTAL CONTRACT CHANGE (AMOUNT)	\$876,014.43
TOTAL CONTRACT CHANGE (PERCENT)	11.14%

ACCEPTED BY:

\_\_\_\_\_  
L. FERIOZZI CONCRETE COMPANY DATE

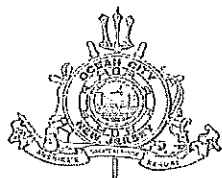
APPROVED BY:

\_\_\_\_\_  
PROJECT MANAGER DATE

\_\_\_\_\_  
ENGINEER DATE

\_\_\_\_\_  
PURCHASING AGENT DATE

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER DATE



# CITY OF OCEAN CITY

## AMERICA'S GREATEST FAMILY RESORT

### MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
FROM: Roger Rinck, Manager Engineering and Construction  
DATE: February 13, 2019  
RE: CHANGE ORDER NO. 25  
NORTH END DRAINAGE IMPROVEMENTS  
Project #: 3-2017-053

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 25  
on the Thursday, February 28, 2019 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:

8" X 18" CONCRETE VERTICAL CURB	3212	L.F.
CONCRETE SIDEWALK, 4" THICK	425	S.Y.
CONCRETE DRIVEWAY, 6" THICK	83	S.Y.
DETECTABLE WARNING SURFACE	31	U
INLET, TYPE A	2	U
RECONSTRUCTED INLET, TYPE A	1	U
MANHOLE, 5' DIAMETER	1	U
12" DUCTILE IRON PIPE	46	L.F.
DENSE-GRADED AGGREGATE BASE COURSE	805	TONS

This change order represents a total current contract amount net change of  
\$154,529.00 or 13.11%



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT  
NORTH END DRAINAGE IMPROVEMENTS

PURCHASE ORDER #  
18-00189

CHANGE ORDER NO. 25  
FILE NO. 3-2017-053

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

REASON FOR CHANGE:  
MATERIALS NEEDED TO PROGRESS PROJECT TO 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					SUBTOTAL:	\$0.00
EXTRA	10	8" X 18" CONCRETE VERTICAL CURB	3212	L.F.	\$21.50	\$69,058.00
	12	CONCRETE SIDEWALK, 4" THICK	425	S.Y.	\$58.00	\$24,650.00
	13	CONCRETE DRIVEWAY, 6" THICK	83	S.Y.	\$58.00	\$4,814.00
	15	DETECTABLE WARNING SURFACE	31	U	\$250.00	\$7,750.00
	24	INLET, TYPE A	2	U	\$2,997.00	\$5,994.00
	30	RECONSTRUCTED INLET, TYPE A	1	U	\$1,250.00	\$1,250.00
	33	MANHOLE, 5' DIAMETER	1	U	\$11,113.00	\$11,113.00
	38	12" DUCTILE IRON PIPE	46	L.F.	\$125.00	\$5,750.00
	53	DENSE-GRADED AGGREGATE BASE COURSE	805	TONS	\$30.00	\$24,150.00
	0			0	\$0.00	
					SUBTOTAL:	\$154,529.00
REDUCTION	0			0	\$0.00	
	0			0	\$0.00	
					SUBTOTAL:	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$55,458.00	MATERIALS NEEDED TO COMPLETE THE PROJECT	+ SUPPLEMENTAL	\$0.00
2	\$59,297.68	CHANGES TO COMPLETE JOB MORE EFFICIENTLY		
3	\$15,558.50	MATERIALS NEEDED TO COMPLETE PROJECT		



4	\$3,070.00	MATERIALS NEEDED TO COMPLETE THE PROJECT	+ EXTRA	\$154,529.00
5	(\$90,454.60)	MATERIALS NEEDED TO COMPLETE PROJECT		
6	(\$23,003.60)	MATERIALS NEEDED TO COMPLETE PROJECT	- REDUCTIONS	\$0.00
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	\$154,529.00
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		
16	\$3,017.00	TYPE REASON HERE		
17	\$29,777.56	IRRIGATION & SOD WORK		
18	\$74,200.00	FIRE HOUSE DRIVEWAY		
19	\$80,999.00	MATERIALS NEEDED TO COMPLETE PROJECT		
20	\$111,649.00	TYPE REASON HERE		
21	\$8,935.00	Materials needed to complete project		
22	\$24,620.00	OUTFALL WORK		
23	\$258,388.00	TERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		
24	\$8,631.00	3rd ST BULKHEAD - CLEAR OBSTRUCTIONS		
25	\$154,529.00	TERIALS NEEDED TO PROGRESS PROJECT TO COMPLETION		

ORIGINAL CONTRACT AMOUNT \$7,863,006.62

AMENDED CONTRACT AMOUNT \$8,893,550.05

TOTAL CONTRACT CHANGE (AMOUNT) \$1,030,543.43

TOTAL CONTRACT CHANGE (PERCENT) 13.11%

ACCEPTED BY:

L. FERIOZZI CONCRETE COMPANY 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**

**# 18**

**AUTHORIZING THE CHANGE ORDER #1 TO CITY CONTRACT #18-09,  
2018 ROAD IMPROVEMENT PROGRAM – PHASE 1**

**WHEREAS**, specifications were authorized for advertisement by Resolution #18-54-234 on Thursday, September 13, 2018 for City Contract #18-09, 2018 Road Improvement Program - Phase 1; 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](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to ten (10) prospective bidder(s) for City Contract #18-09, 2018 Road Improvement Program - Phase 1; and

**WHEREAS**, bid proposals were opened for City Contract #18-09, 2018 Road Improvement Program - Phase 1 on Tuesday, October 2, 2018 and five (5) bid proposals were received per the attached Summary of Bid Proposals; and

**WHEREAS**, Arthur J. Chew, PE, PP, CFM, CME, CPWM, Assistant City Engineer; 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 #18-09, 2018 Road Improvement Program - Phase 1 be awarded to South State, Inc., the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #18-09, 2018 Road Improvement Program - Phase 1 on Thursday, October 11, 2018 by Resolution #18-54-360 to **South State, Inc., P.O. Box 68, Bridgeton, NJ 08302** in the amount of \$1,914,316.40; and

**WHEREAS**, George J. Savastano, PE, City Engineer; Rachel N. Ballezzi, Engineering; Darleen H. Korup, Purchasing Assistant; Jessica L. Baird, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed certified Change Order #1 to City Contract #18-09, 2018 Road Improvement Program - Phase 1 is correct as follows:

**Change Order #1**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b><u>Increases</u></b>				
<b>Supplemental</b>				
S-1.	Restock Fee	1 Lump Sum	\$ 1,641.24	\$ 1,641.24
<b>Total Amount of Supplementals:</b>				<b>\$ 1,641.24</b>
<b>Extra</b>				
13.	12" High Density Polypropylene Culvert Pipe	514 LF	\$ 70.00	\$ 35,980.00
14.	15" High Density Polypropylene Culvert Pipe	430 LF	\$ 100.00	\$ 43,000.00
<b>Total Amount of Extras:</b>				<b>\$ 78,980.00</b>
<b>Total Amount of Increases for Change Order #1</b>				<b>\$ 80,621.24</b>
<b><u>Decreases</u></b>				
<b>Reductions</b>				
18.	12" High Density Polypropylene Culvert Pipe, Perforated	514 LF	\$ 90.00	(\$ 46,260.00)
19.	15" High Density Polypropylene Culvert Pipe, Perforated	430 LF	\$ 120.00	(\$ 51,600.00)
<b>Total Amount of Reductions:</b>				<b>(\$ 97,860.00)</b>
<b>Total Amount of Decreases for Change Order #1</b>				<b>(\$ 97,860.00)</b>
<b>Total Amount of Change Order #1 including Increase &amp; Decrease.....</b>				<b>(\$ 17,238.76)</b>
<b>Total Amount of City Contract #18-09, 2018 Road Improvement Program - Phase 1 Including Change Order #1</b>				<b>\$ 1,897,077.64</b>


CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**WHEREAS**, the newly adjusted contract cost including Change Order #1 is \$1,897,077.64 a decrease of (\$17,238.76) to the original contract and a -0.90 (%) percent decrease in the total for City Contract #18-09, 2018 Road Improvement Program - Phase 1; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City Contract #18-09, 2018 Road Improvement Program - Phase 1 in the amount of (17,238.76) (PO #18-03089); and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #1 in the net amount of (\$17,238.76) to City Contract #18-09, 2018 Road Improvement Program - Phase 1 (PO #18-03089) issued to **South State, Inc., P.O. Box 68, Bridgeton, NJ 08302.**

**CERTIFICATION OF FUNDS**

  
\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

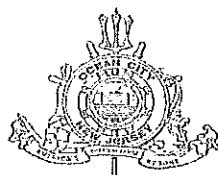
Files: RESCO#1 18-09, 2018 Road Improvement Program - Phase 1.doc

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 ..... 2019

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: Rachel Ballezzi  
DATE: February 13, 2019  
RE: CHANGE ORDER NO. 1  
2018 ROAD IMPROVEMENT PROGRAM - PHASE 1  
Project #: 3-2018-09

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 1  
on the Thursday, February 28, 2019 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:

RESTOCK FEE	1 LUMP SUM
12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	514 L.F.
15" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	430 L.F.

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

12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE, PE	514 L.F.
15" HIGH DENSITY POLYPROPYLENE CULVERT PIPE, PE	430 L.F.

This change order represents a total current contract amount change of  
(\$17,238.76) or -0.90%



CITY OF OCEAN CITY, ENGINEERING DIVISION  
2018 ROAD IMPROVEMENT PROGRAM - PHASE 1

PURCHASE ORDER #  
18-03089

CHANGE ORDER NO. 1  
FILE NO. 3-2018-09

CONTRACTOR:  
SOUTH STATE, INC.  
P.O. BOX 68  
BRIDGETON, NJ 08302

REASON FOR CHANGE:  
MATERIALS NEEDED TO COMPLETE PROJECT

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

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

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-1	RESTOCK FEE	1	LUMP SUM	\$1,641.24	\$1,641.24
		0		#N/A	\$0.00	
EXTRA	13	12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE	514	L.F.	\$70.00	\$35,980.00
		14	430	L.F.	\$100.00	\$43,000.00
		0		#N/A	\$0.00	
					SUBTOTAL:	\$78,980.00
REDUCTION	18	12" HIGH DENSITY POLYPROPYLENE CULVERT PIPE, PERFORATED	514	L.F.	\$90.00	\$46,260.00
		19	430	L.F.	\$120.00	\$51,600.00
		0		#N/A	\$0.00	
					SUBTOTAL:	\$97,860.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	(\$17,238.76)	MATERIALS NEEDED TO COMPLETE PROJECT		
2			+ SUPPLEMENTAL	\$1,641.24
3				
4			+ EXTRA	\$78,980.00
5				
6			- REDUCTIONS	\$97,860.00
7				
8			NET CONTRACT CHANGE	

9  
10

THIS CHANGE ORDER

(\$17,238.76)

ORIGINAL CONTRACT AMOUNT \$1,914,316.40

AMENDED CONTRACT AMOUNT \$1,897,077.64

TOTAL CONTRACT CHANGE (AMOUNT) (\$17,238.76)

TOTAL CONTRACT CHANGE (PERCENT) -0.90%

ACCEPTED BY:

Joe King Jr.  
SOUTH STATE, INC.

2/12/2019  
DATE

APPROVED BY:

PROJECT MANAGER

DATE

MUNICIPAL ENGINEER

DATE

PURCHASING AGENT

DATE

CHIEF FINANCIAL OFFICER

DATE

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 19**

**AUTHORIZING THE CHANGE ORDER #1 TO CITY CONTRACT #18-37,  
BAYSIDE CENTER IMPROVEMENTS – PHASE 3A**

**WHEREAS**, specifications were authorized for advertisement by Resolution #18-54-141 on Thursday, April 12, 2018 for City Contract #18-37, Bayside Center Improvements – Phase 3A; and

**WHEREAS**, the Notice to Bidders was advertised in the Atlantic City Press on Monday, July 23, 2018, the Notice to Bidders and the specifications was posted on the City of Ocean City’s website, [www.ocnj.us](http://www.ocnj.us) and the Invitation for Bid Proposals was distributed to eleven (11) prospective bidder(s) for City Contract #18-37, Bayside Center Improvements – Phase 3A; and

**WHEREAS**, bid proposals were opened for City Contract #18-37, Bayside Center Improvements – Phase 3A on Thursday, September 6, 2018 and five (5) bid proposals were received per the attached Summary of Bid Proposals; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; Christine D. Gundersen, Manager of Capital Planning; Katherine Packowski, Triad Associates, Inc.; 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 #18-37, Bayside Center Improvements – Phase 3A be awarded to Straga Brothers, Inc., the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #18-37, Bayside Center Improvements – Phase 3A on Thursday, September 27, 2018 by Resolution #18-54-345 to **Straga Brothers, Inc., P.O. Box 216, Glassboro, NJ 08028 2018** in the amount of \$110,226.00; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; Christine D. Gundersen, Manager of Capital Planning; Katherine Packowski, Triad Associates, Inc.; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #18-37, Bayside Center Improvements – Phase 3A is correct as follows:

**Change Order #1**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b><u>Increases</u></b>				
<b>Supplemental</b>				
1.	Replacement of Existing Roof to Wall Base Flashings & New Siding & Trim on the Existing Dormer Facing Bay Avenue	Lump Sum	\$ 12,185.00	\$ 12,185.00
<b>Total Amount of Supplementals</b>				<b>\$ 12,185.00</b>
<b>Total Amount of Increases for Change Order #1</b>				<b>\$ 12,185.00</b>
<b>Total Amount of Change Order #1 including Increase &amp; Decrease.....</b>				<b>\$ 12,185.00</b>
<b>Total Amount of City Contract #18-37, Bayside Center Improvements – Phase 3A Including Change Order #1</b>				<b>\$ 122,411.00</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$122,411.00 an increase of \$12,185.00 to the original contract and a 1.11 (%) percent increase in the total for City Contract #18-37, Bayside Center Improvements – Phase 3A; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 to City Contract #18-37, Bayside Center Improvements – Phase 3A in the amount of \$12,185.00 (PO #18-02847); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the net amount of \$12,185.00 to City Contract #18-37, Bayside Center Improvements – Phase 3A (PO #18-02847) issued to Straga Brothers, Inc., P.O. Box 216, Glassboro, NJ 08028 2018 to be charged to the following CDBG Grant Account #G-02-40-181-243.

CERTIFICATION OF FUNDS



Frank Donato III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RESCO#1CC# 18-37 Bayside Center Phase 3A.doc

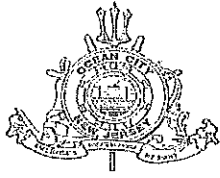
Offered by ..... Seconded by .....

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 ..... 2019

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: Rachel Ballezzi  
DATE: February 1, 2019  
RE: CHANGE ORDER NO. 1  
CDBG - BAYSIDE CENTER - PHASE 3A (ROOF RENOVATION)  
Project #: 18-37

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 1  
on the Thursday, February 14, 2019 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:

SAW-CUT REMOVE & DISPOSE OF LOWER PORTION  
OF THE EXISTING NON-ASBESTOS CONTAINING 1 LUMP SUM  
SHINGLE SIDING ETC AND NEW SIDING & TRIM ON  
EXISTING DORMERS

This change order represents a total current contract amount net change of  
\$12,185.00 or 5.55%



CITY OF OCEAN CITY, ENGINEERING DIVISION  
CDBG - BAYSIDE CENTER - PHASE 3A (ROOF RENOVATION)

CHANGE ORDER NO. 1  
FILE NO. 18-37

PURCHASE ORDER #  
18-02847

CONTRACTOR:  
STRAGA BROTHERS INC  
PO BOX 216  
GLASSBORO, NJ 08028

REASON FOR CHANGE:  
CHANGE ORDER #1 REVISED

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-1	SAW-CUT REMOVE & DISPOSE OF LOWER PORTION OF THE EXISTING NON-ASBESTOS CONTAINING SHINGLE SIDING ETC AND NEW SIDING & TRIM ON EXISTING DORMERS	1	LUMP SUM	\$12,185.00	\$12,185.00
	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
					SUBTOTAL:	\$12,185.00
EXTRA	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
					SUBTOTAL:	\$0.00
REDUCTION	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
	0			#N/A	\$0.00	
	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	\$12,185.00	CHANGE ORDER #1 REVISED		
2			+ SUPPLEMENTAL	\$12,185.00
3				
4			+ EXTRA	\$0.00

5											
6											
7											
8											
9											
10											
		- REDUCTIONS	\$0.00								
		NET CONTRACT CHANGE THIS CHANGE ORDER	\$12,185.00								
<table> <tr> <td>ORIGINAL CONTRACT AMOUNT</td> <td>\$219,612.00</td> </tr> <tr> <td>AMENDED CONTRACT AMOUNT</td> <td>\$231,797.00</td> </tr> <tr> <td>TOTAL CONTRACT CHANGE (AMOUNT)</td> <td>\$12,185.00</td> </tr> <tr> <td>TOTAL CONTRACT CHANGE (PERCENT)</td> <td>5.55%</td> </tr> </table>				ORIGINAL CONTRACT AMOUNT	\$219,612.00	AMENDED CONTRACT AMOUNT	\$231,797.00	TOTAL CONTRACT CHANGE (AMOUNT)	\$12,185.00	TOTAL CONTRACT CHANGE (PERCENT)	5.55%
ORIGINAL CONTRACT AMOUNT	\$219,612.00										
AMENDED CONTRACT AMOUNT	\$231,797.00										
TOTAL CONTRACT CHANGE (AMOUNT)	\$12,185.00										
TOTAL CONTRACT CHANGE (PERCENT)	5.55%										
<p>ACCEPTED BY: _____</p> <p>STRAGA BROTHERS INC _____ DATE _____</p> <p>APPROVED BY: _____</p> <p>PROJECT MANAGER _____ DATE _____</p> <p>MUNICIPAL ENGINEER _____ DATE _____</p> <p>PURCHASING AGENT _____ DATE _____</p> <p>CHIEF FINANCIAL OFFICER _____ DATE _____</p>											

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**# 20**

**AUTHORIZING CHANGE ORDER #2, FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT  
#16-23 R-1, MASONRY STABILIZATION PROJECT AT OCEAN CITY'S CITY HALL**

**WHEREAS**, the prequalification process is a quality control measure employed by the State of New Jersey to ensure that contractors have the skills, resources and experience needed to work on historic buildings or sites; and

**WHEREAS**, the City of Ocean City awarded a professional service contract to Michael Calafati, AIA, Michael Calafati Architect, LLC on Thursday, July 14, 2016 by Resolution #16-52-203 for the Ocean City City Hall Exterior Masonry Stabilization Project; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC acted as the City of Ocean City's representative and developed the Prequalification Regulations for Prospective Bidders for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall; and

**WHEREAS**, the City of Ocean City provided adequate public notice through publication of the Notice of a Public Hearing in the Ocean City Sentinel and The Press of Atlantic City published on Wednesday, January 25, 2017 which was twenty (20) days in advance of the February 15, 2017 public hearing date; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager on Thursday, February 15, 2017 at 10:00 A.M. EST opened the hearing for public review of the Prequalification Regulations for Prospective Bidders and the City Clerk of the City of Ocean City has a record of the proceedings at the hearing and of the testimony of any citizen or prospective bidder; and

**WHEREAS**, no citizen or prospective bidder was in attendance and no comments were received on the proposed Prequalification Regulations for Prospective Bidders; and

**WHEREAS**, the City Council of the City of Ocean City approved and adopted the Prequalification Regulations for Prospective Bidders for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall located at 861 Asbury Avenue on Thursday, February 23, 2017 by Resolution No. 17-53-069; and

**WHEREAS**, on March 7, 2017 the New Jersey State Department of Community Affairs, Division of Local Government Services in accordance with N.J.S.A. 40A:11-25 authorized and approved the Prequalification Regulations for Prospective Bidders for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall located at 861 Asbury Avenue; and

**WHEREAS**, the Request for Bidders Qualifications for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall was advertised in the Ocean City Sentinel & The Press of Atlantic City published on Wednesday, March 22, 2017 and posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us); and

**WHEREAS**, bidders qualifications responses were opened for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall on Thursday, April 20, 2017 and nineteen (19) prospective bidders submitted qualifications; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; Jason J. Sieira, Manager of Capital Planning; Darleen H. Korup, Purchasing Assistant; Allison L. Hansen, Assistant Purchasing Agent; and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and concurred that fourteen (14) of the prospective bidders complied and meet all the prequalification requirements; and

**WHEREAS**, specifications for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall were distributed to the fourteen (14) prequalified bidders on Tuesday, August 8, 2017; and

**WHEREAS**, bid proposals were opened for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall on Thursday, September 7, 2017 and five (5) bid proposals were received; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; 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 determined that the apparent low bidder, Joseph J. Dugan, Inc. was disqualified for a fatal defect in the bid proposal, failure to name the required electrical subcontractor as required by N.J.S.A. 40A:11-23.2 (D) & N.J.S.A. 40A:11-16; and

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; 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 reviewed the remaining four (4) bid proposals for City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall and determined that the four (4) remaining bid proposals exceed the appropriated funds for the project in accordance N.J.S.A. 40A:11-13.2 (b); and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; 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 determined that it is in the City's best interest to reject all bid proposals based on the City's need to revise the specifications in accordance with N.J.S.A. 40A:11-13.2 (b) (d); and

**WHEREAS**, the City Council of Ocean City, New Jersey rejected City Contract #16-23, Masonry Stabilization Project at Ocean City's City Hall on Thursday, September 14, 2017 by Resolution #17-53-287; and

**WHEREAS**, City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall was revised and redistributed to the fourteen (14) pre-qualified bidders on Thursday, October 12, 2017; and

**WHEREAS**, bid proposals were opened for City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall on Thursday, November 9, 2017 and five (5) bid proposals were received per the attached Summary of Bid Proposals; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; 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 #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall be awarded to Joseph J. Dugan, Inc., 905 Bethlehem Pike, Erdenheim, PA 19038, the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall on November 30, 2017 by Resolution #17-53-350 to Joseph J. Dugan, Inc. in the amount of \$407,240.00; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall on June 28, 2018 by Resolution #18-54-240 to Joseph J. Dugan, Inc., 905 Bethlehem Pike, Erdenheim, PA 19038 in the amount of \$12,790.30 resulting in an adjusted contract total of \$420,030.30; and

**WHEREAS**, Michael Calafati, AIA, Michael Calafati Architect, LLC; Roger Rinck, Manager of Special Projects; Rachel N. Ballezzi, Project Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Orders #2 for City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall is correct as follows:

**Change Order #2**

**Decrease**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
35.	Credit for Upper Landing Floor & Hand Rail	Lump Sum	(\$ 3,199.11)	(\$ 3,199.11)
<b>Total Decreases:</b>				<b>(\$ 3,199.11)</b>
<b>Total Amount of Decreases for Change Order #2.....</b>				<b>(\$ 3,199.11)</b>
<b>Total Amount of City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall Including Change Order #2.....</b>				<b>\$ 416,831.19</b>

**WHEREAS**, the newly adjusted contract cost including Change Order #2 is \$416,831.19 an increase of \$9,591.19 to the original contract which results in a net 2.36 (%) percent increase in the total for City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall; and

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, NJ that it authorizes Change Order #2 in the amount of (\$3,199.11), final acceptance and final payment of City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall in the amount of \$15,001.50 (PO #18-00726); and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #2 in the amount of (\$3,199.11) and Final Payment in the amount of \$15,001.50 to City Contract #16-23 R-1, Masonry Stabilization Project at Ocean City's City Hall (PO #18-00726) issued to Joseph J. Dugan, Inc., 905 Bethlehem Pike, Erdenheim, PA 19038 to be charged to the following Capital Account #C-04-55-301-308 (PO#18-00726 Balance).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RESCO#2FAFP CC#16-23 R-1 City Hall Masonry Stabilization.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 ..... 2019

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

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



Michael Calafati Architect, LLC

510 Bank Street, P.O.Box 2363, Cape May, NJ 08204  
T 609 884 4922 F 609 884 8608 www.calafati.com

***Letter of Transmittal***

Date: January 23, 2019

To: Rachel N. Ballezzi  
Dept. of Community Operations  
City of Ocean City  
115 East 12<sup>th</sup> Street  
Ocean City, NJ 08226

Re: Ocean City City Hall – Exterior Masonry Stabilization Project  
Funded by the Cape May County Planning Department Open Space Program  
City Contract # 16-23 R-1  
Purchase Order 18-00726  
  
*Applications For Payment #6 and #7 (Final and Release of Retainage)*

From: Michael Calafati, AIA

Copy: Roger Rinck, Manager Engineering & Construction \*  
rrinck@ocnj.us  
Joseph S. Clark, City Purchasing Manager \*  
jclark@ocnj.us  
Christine D. Gundersen, Manager of Capital Planning \*  
cgundersen@ocnj.us  
Darleen H. Korup, Purchasing Clerk \*  
dkorup@ocnj.us  
Colette Bradley, Accountant Finance \*  
lbradley@ocnj.us  
Doris M. Hartman, Principal Auditor \*  
dhartman@ocnj.us  
Nick Balbi, Project Manager, Joseph Dugan, Inc.  
nbalbi@josephduganinc.com

Enclosures: See below.

Via: USPS – Priority Mail

(\* = transmittal PDF via email only)

Hello Rachel—

With the receipt of Certificate of Approval for this project from the Construction Code Officer last week, I am now able to process final two applications for payments. Accordingly, please find the following enclosed:

1. Application for Payment #6 (Final) dated 11/29/18 approved in the amount of \$6,664.88 (3 pages) for progress through and ending 10/31/18.
2. A photocopy of Purchase Order No. 18-00726 (one page) dated 04/02/18 for AFP #6.

3. Joseph Dugan, Inc.'s Partial Lien Waiver (one page) dated 11/29/18 for AFP #6 for work up to and ending 10/31/18.
4. Application for Payment #7 (Release of 2% Retainage) dated 11/29/18 approved in the amount of \$8,336.62 (3 pages) for progress through and ending 10/31/18.
5. A photocopy of Purchase Order No. 18-00726 (1 page) dated 04/02/18 for AFP #7.
6. Joseph Dugan, Inc.'s Final Lien Waiver (one page) dated 11/29/18 for AFP #7 for work up to and ending 10/31/18.
7. Joseph Dugan, Inc.'s One Year Letter of Guarantee dated 07/09/18 (one page). [Note: Please check with Roger Rinck if this is acceptable, as work was ongoing for certain aspects of this project into last October. This letter would be superseded by the Maintenance Bond that runs until July 9, 2020 (2 years from the date of Substantial Completion). This letter, therefore, may be acceptable to him.]
8. Calvi Electric's Final Lien Waiver dated 10/23/18 (one page).
9. Coastline Corp. (Painters) Final Lien Waiver dated 10/30/18 (one page).
10. Joseph Dugan, Inc.'s ACORD Certificate dated 10/22/18 (one page) as proof of ongoing insurance beyond the date of Substantial Completion.
11. Joseph Dugan, Inc.'s Maintenance Bond for this project dated 10/24/18 (two pages) for a period of two years.
12. Certificate of Approval (one page) issued by the Ocean City Construction Code Division, Certificate No. 20171946 (Issued 01/11/19; Permit Number 20171946; Permit Issue Date 12/19/17).
13. One (1) CD of closeout photographs provided by Joseph Dugan, Inc.

The last Certified Payroll Reports were sent to you with Application for Payment #5 (approved by me on 10/12/18 for progress up to 09/30/18). By copy of this transmittal to Joseph Dugan, Inc., they are instructed to transmit the Certified Payroll Reports for work under this AFP period to you directly as soon as possible.

If you find the enclosures (and subsequent Certified Payroll Reports) in order, kindly process this payment as soon as possible.

Thanks, MC



# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

## TO OWNER:

City of Ocean City  
115 12th Street  
Ocean City, NJ 08226

PROJECT: Ocean City City Hall  
Masonry Stabilization Project

VIA ARCHITECT: MCA

APPLICATION NO: 4894-07

PERIOD TO: 10-31-18

CONTRACT FOR: Restoration

CONTRACT DATE: 11/30/17

PROJECT NO: 16-23 R-1

Distribution to:

☒ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐ FIELD  
☐ OTHER

## FROM CONTRACTOR:

JOSEPH DUGAN, INC.  
905 BETHLEHEM PIKE  
ERDENHEIM, PA 19038

## CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	407,240.00
2. Net change by Change Orders	\$	9,591.19
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	416,831.19
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	416,831.19
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	416,831.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	408,494.57
8. CURRENT PAYMENT DUE	\$	8,336.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$12,790.30	
Total approved this Month		(\$3,199.11)
TOTALS	\$12,790.30	(\$3,199.11)
NET CHANGES by Change Order	\$9,591.19	

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

## CONTRACTOR:

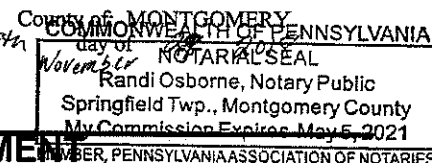
By: Mary Shuler Date: 11/29/18

State of: PENNSYLVANIA

Subscribed and sworn to before me this 29th day of November, 2018

Notary Public: Randi Osborne

My Commission expires: MAY 5, 2021



## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 8,336.62

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT:

By: Mary Shuler Date: 01/23/19

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

# CONTINUATION SHEET

AIA DOCUMENT G703

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

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

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4894-07

APPLICATION DATE: 10/31/2018

PERIOD TO: 10/31/2018

ARCHITECT'S PROJECT NO: 16 23 R-1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	\$4,022.00	\$4,022.00			\$4,022.00	100.00%		\$0.00
2	Supervision	\$12,000.00	\$12,000.00			\$12,000.00	100.00%		\$0.00
3	Bond	\$7,038.00	\$7,038.00			\$7,038.00	100.00%		\$0.00
4	Staging/Equipment	\$34,000.00	\$34,000.00			\$34,000.00	100.00%		\$0.00
	<u>South Elevation</u>								\$0.00
5	Cleaning	\$11,900.00	\$11,900.00			\$11,900.00	100.00%		\$0.00
6	Repainting	\$22,200.00	\$22,200.00			\$22,200.00	100.00%		\$0.00
7	Patching	\$21,445.00	\$21,445.00			\$21,445.00	100.00%		\$0.00
8	Sealant Replacement	\$4,225.00	\$4,225.00			\$4,225.00	100.00%		\$0.00
9	Window Painting	\$15,740.00	\$15,740.00			\$15,740.00	100.00%		\$0.00
	<u>North Elevation</u>								\$0.00
10	Cleaning	\$12,600.00	\$12,600.00			\$12,600.00	100.00%		\$0.00
11	Repainting	\$17,760.00	\$17,760.00			\$17,760.00	100.00%		\$0.00
12	Patching	\$10,632.50	\$10,632.50			\$10,632.50	100.00%		\$0.00
13	Sealant Replacement	\$5,552.50	\$5,552.50			\$5,552.50	100.00%		\$0.00
14	Window Painting	\$12,955.00	\$12,955.00			\$12,955.00	100.00%		\$0.00
	<u>East Elevation</u>								\$0.00
15	Cleaning	\$12,600.00	\$12,600.00			\$12,600.00	100.00%		\$0.00
16	Repainting	\$17,760.00	\$17,760.00			\$17,760.00	100.00%		\$0.00
17	Patching	\$10,632.50	\$10,632.50			\$10,632.50	100.00%		\$0.00
18	Sealant Replacement	\$5,552.50	\$5,552.50			\$5,552.50	100.00%		\$0.00
19	Window Painting	\$12,955.00	\$12,955.00			\$12,955.00	100.00%		\$0.00
	<u>West Elevation</u>								\$0.00
20	Cleaning including stairs	\$12,200.00	\$12,200.00			\$12,200.00	100.00%		\$0.00
21	Repainting	\$33,300.00	\$33,300.00			\$33,300.00	100.00%		\$0.00
22	Patching	\$12,300.00	\$12,300.00			\$12,300.00	100.00%		\$0.00
23	Sealant Replacement	\$7,400.00	\$7,400.00			\$7,400.00	100.00%		\$0.00
24	Window Painting	\$18,040.00	\$18,040.00			\$18,040.00	100.00%		\$0.00
25	Repair Upper landing floor & Handrail	\$10,000.00	\$10,000.00			\$10,000.00	100.00%		\$0.00
26	Lighting @ West Stairs	\$10,000.00	\$10,000.00			\$10,000.00	100.00%		\$0.00

# CONTINUATION SHEET

AIA DOCUMENT G703

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

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

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4894-07

APPLICATION DATE: 10/31/2018

PERIOD TO: 10/31/2018

ARCHITECT'S PROJECT NO: 16 23 R-1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
27	Remove/Reset Treads	\$35,210.00	\$35,210.00			\$35,210.00	100.00%		\$0.00
28	Anchor Patching/misc. painting	\$17,220.00	\$17,220.00			\$17,220.00	100.00%		\$0.00
	<u>Unit Prices</u>								\$0.00
29	Raking/Repointing @ Granite per 10 LF: \$137.50								\$0.00
30	Raking/Repointing @ Brick per 10 LF: \$137.50								\$0.00
31	Raking/Repointing @ Terra Cotta per 10 LF: \$137.50								\$0.00
32	Brick Patching \$77.00 per brick								\$0.00
33	TC Patching \$322.00 LF								\$0.00
34	CO #1 Additional Various Work	\$12,790.30	\$12,790.30			\$12,790.30	100.00%		\$0.00
35	Credit for Upper Landing Floor & Handrail	(\$3,199.11)	(\$3,199.11)			(\$3,199.11)	100.00%		\$0.00
	<b>GRAND TOTALS</b>	\$416,831.19	\$416,831.19	\$0.00	\$0.00	\$416,831.19	100%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**# 21**

**AUTHORIZING CHANGE ORDER #2, FINAL ACCEPTANCE & FINAL PAYMENT OF  
CITY CONTRACT #18-30, 2018 BACK BAY HYDRAULIC DREDGING**

**WHEREAS**, specifications were authorized for advertisement by Resolution #17-53-186 on Thursday, June 14, 2018 for City Contract #18-30, 2018 Back Bay Hydraulic Dredging; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, June 20, 2018, the Notice to Bidders and the specifications were posted on the City of Ocean City's website, [www.ocnj.us](http://www.ocnj.us); and the Invitation for Bid Proposals was distributed to twenty six (26) prospective bidder(s) for City Contract #18-30, 2018 Back Bay Hydraulic Dredging; and

**WHEREAS**, bid proposals were opened for City Contract #18-30, 2018 Back Bay Hydraulic Dredging on Tuesday, July 17, 2018 and four (4) bid proposals were received; and

**WHEREAS**, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; Dorothy F. McCrosson, Esquire, City Solicitor; 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 #18-30, 2018 Back Bay Hydraulic Dredging be awarded to Southwind Construction Corporation, the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #18-30, 2018 Back Bay Hydraulic Dredging on July 26, 2018 by Resolution #18-54-275 to **Southwind Construction Corporation, 146449 Highway 41 North Suite 100, Evansville, Indiana 47725-9357** in the amount of \$2,132,405.37; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #18-30, 2018 Back Bay Hydraulic Dredging on December 13, 2018 by Resolution #18-55-087 in the amount of \$ 3,166.65, a new contract amount of \$2,135,573.02; and

**WHEREAS**, Robert Korkuch, PE, PP, Senior Project Engineer, Act Engineers; Eric Rosina, Project Manager, Act Engineers; Rachel N. Ballezzi, Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order and certified Change Order #2 for City Contract #18-30, 2018 Back Bay Hydraulic Dredging is correct as follows:

**Change Order #2**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
<b><u>Decrease - Reduction</u></b>				
3.	Hydraulic Sediment Dredging Carnival Bayou Channel	656 CY	\$ 39.82	(\$ 26,121.92)
4.	Hydraulic Sediment Dredging Venetian Bayou	1,373 CY	\$ 39.59	(\$ 54,357.07)
5.	Hydraulic Sediment Dredging Clubhouse Lagoon & Bluefish Lagoon	784 CY	\$ 44.31	(\$ 34,739.04)
7	Discharge Testing	13 Each	\$ 1,300.59	(\$ 16,907.67)
9	Hydraulic Sediment Dredging Ocean City Lagoon	4,549 Cy	\$ 6.29	(\$ 28,613.21)
<b>Total Amount of Reductions:</b>				<b>(\$ 160,738.91)</b>
<b>Total Amount of Decreases for Change Order #2</b>				<b>(\$ 160,738.91)</b>
<b>Total Amount of City Contract #18-30, 2018 Back Bay Hydraulic Dredging Including Change Order #2.....</b>				<b>\$ 1,974,834.11</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**WHEREAS**, the final adjusted contract cost including Change Order #2 is \$1,974,833.11 a decrease of (\$157,572.26) to the original contract and a -7.39(%) percent decrease the total for City Contract #18-30, 2018 Back Bay Hydraulic Dredging; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, NJ that it authorizes Change Order #2, Final Acceptance and Final Payment in the amount of \$74,383.71 for City Contract #18-30, 2018 Back Bay Hydraulic Dredging (PO #18-02402); and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #2 & Final Payment in the amount of \$74,383.71 to City Contract #18-30, 2018 Back Bay Hydraulic Dredging (PO #18-02402) issued to Southwind Construction Corporation, 146449 Highway 41 North Suite 100, Evansville, Indiana 47725-9357 to be charged to the following Capital Account #C-04-55-307-101 (PO #18-02402 Balance).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RESCO#2FAFPCC#18-30 2018 Back Bay Dredging.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 ..... 2019

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

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

## MEMORANDUM

**To:** George Savastano, City of Ocean City, NJ  
**Date:** December 21, 2018  
**From:** Vlad Odarchenko, ACT Engineers

**CC:** Eric Rosina, ACT Engineers; Travis Merritts, Anchor QEA  
**Re:** City of Ocean City Contract No. 18-30  
2018 Back Bay Hydraulic Dredging  
Recommendation for Payment  
Vendor: Southwind Construction Corp.  
Purchase Order No.: 18-02402

---

ACT Engineers/Anchor QEA has reviewed Southwind Construction's Pay Request #6 pertaining to the City Contract #18-30, 2018 Back Bay Hydraulic Dredging. Based on the review of the supporting documentation provided, ACT Engineers/Anchor QEA recommends payment to the vendor, Southwind Construction Corp., for this invoice.

Job	Invoice #	Invoice Date	Invoice Amount
299- City of Ocean City, NJ	3757	12/21/18	\$34,887.07

This Payment Request #6 represents Southwind's final billing as the hydraulic dredging under City Contract #18-30 is 100% complete. ACT Engineers/Anchor QEA additionally recommends the release of retainage in the amount of \$39,496.64.

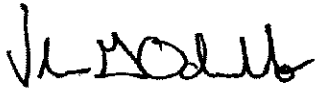
The total amount (invoice 3757 plus retainage fees) is equal to \$74,383.71.

Per the contract specifications, Section 011400, 1.06, Southwind will be submitting a check payable to the City of Ocean City for the reimbursement of overtime inspection fees incurred during the duration of the hydraulic dredging of Ocean City Lagoon, Bluefish Lagoon, Clubhouse Lagoon, Carnival Bayou, Venetian Bayou and Waterview. The total reimbursable payment for overtime hours equals \$15,600.

Memorandum

Should you have any questions or require further clarification, please feel free to contact me at your earliest convenience.

ACT Engineers, Inc.

A handwritten signature in black ink, appearing to read 'V. Odarchenko', written in a cursive style.

Vlad Odarchenko



CITY OF OCEAN CITY, ENGINEERING DEPARTMENT  
2018 BACK BAY HYDRACULIC DREDGING

PURCHASE ORDER #  
18-02402

CHANGE ORDER NO. 2  
FILE NO. 18-30

CONTRACTOR:  
SOUTHWIND CONSTRUCTION  
14649 HIGHWAY 41 NORTH, SUITE 100  
EVANSVILLE, INDIANA 47725-9357

REASON FOR CHANGE:  
REIMBURSEMENT FOR ACT OVERTIME & PROJECT CLOSE-OUT

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		#N/A	\$0.00	
		0		#N/A	\$0.00	
		0		#N/A	\$0.00	
					<b>SUBTOTAL:</b>	<b>\$0.00</b>
EXTRA		0		#N/A	\$0.00	
		0		#N/A	\$0.00	
		0		#N/A	\$0.00	
					<b>SUBTOTAL:</b>	<b>\$0.00</b>
REDUCTION	3	HYDRAULIC SEDIMENT DREDGING: CARNIVAL BAYOU CHANNEL	656	C.Y.	\$39.82	\$26,121.92
	4	HYDRAULIC SEDIMENT DREDGING: VENETAIN BAYOU	1373	C.Y.	\$39.59	\$54,357.07
	5	HYDRAULIC SEDIMENT DREDGING: CLUBHOUSE LAGOON & BLUEFISH LAGOON	784	C.Y.	\$44.31	\$34,739.04
	7	DISCHARGE TESTING	13	EACH	\$1,300.59	\$16,907.67
	9	HYDRACULIC SEDIMENT DREDGING: OCEAN CITY LAGOON	4549	C.Y.	\$6.29	\$28,613.21
		0		#N/A	\$0.00	
		0		#N/A	\$0.00	
					<b>SUBTOTAL:</b>	<b>\$160,738.91</b>

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL



1	\$3,166.65	TO REPAIR AND PREVENT ADDITIONAL DISCHARGE AT CDF 83	
2	(\$160,738.91)	REIMBURSEMENT FOR ACT OVERTIME & PROJECT CLOSE-	+ SUPPLEMENTAL \$0.00
3			
4			+ EXTRA \$0.00
5			
6			- REDUCTIONS \$160,738.91
7			
8			NET CONTRACT CHANGE
9			THIS CHANGE ORDER (\$160,738.91)
10			

ORIGINAL CONTRACT AMOUNT	\$2,132,405.37
AMENDED CONTRACT AMOUNT	\$1,974,833.11
TOTAL CONTRACT CHANGE (AMOUNT)	(\$157,572.26)
TOTAL CONTRACT CHANGE (PERCENT)	-7.39%

ACCEPTED BY:	<u>Daniel C. Stewart</u>	<u>1/11/2019</u>
	SOUTHWIND CONSTRUCTION	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**

**# 22**

**AUTHORIZING THE CITY'S PARTICIPATION IN PEPPM CONTRACT 528897, MODULAR BARRIER SYSTEMS & OTHER BRANDED PRODUCTS FOR USE BY THE BY THE DEPARTMENT OF POLICE & OFFICE OF EMERGENCY MANAGEMENT**

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

**WHEREAS**, the PEPPM, a Purchasing Cooperative Program and service of the Central Susquehanna intermediate unit (CSIU) has acted as lead agency and awarded Contract #528897, Modular Barrier Systems and other Branded Products; and

**WHEREAS**, nationally there has been an increase threat of vehicle related terrorism and the City of Ocean City desires to provide protection to citizens and visitors to the City of Ocean City's special events; and

**WHEREAS**, the City's Police Department has needs to acquire the latest products that effectively address the prevention of vehicle related terrorism via Modular Vehicle Barriers (MVB) and various other associated products; and

**WHEREAS**, the City of Ocean City is a participating agency in PEPPM, a Purchasing Cooperative Program and service of the Central Susquehanna Intermediate Unit (CSIU) and desires to utilize the Modular Barrier Systems and other Branded Products, #528897; and

**WHEREAS**, Chief John Jay Prettyman, Director of Police Services; Frank Donato, Emergency Management Coordinator; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the PEPPM Contract #528897, Modular Barrier Systems & Other Branded Products and determined that this contract is a functional economic solution for the City of Ocean City's Police Department and the Office of Emergency Management to obtain the desired items required for the City's special events; and

**WHEREAS**, it is recommended that the City Council approve the acquisition of Modular Vehicle Barriers (MVB) and various other associated products for the Police Department and the Office of Emergency Management to obtain needed items from the PEPPM Contract #528897, Modular Barrier Systems & Other Branded Products Contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that it approves the use of the PEPPM Contract #528897, Modular Barrier Systems & Other Branded Products Contract for daily and ongoing items as required by both the City's Police Department and the Office of Emergency Management; and

**BE IT FURTHER RESOLVED** by the City Council of Ocean City, New Jersey authorizes the use of the PEPPM Contract #528897, Modular Barrier Systems & Other Branded Products for use by the City's Departments for daily operations through authorized vendor, **Advance Security Technology, LLC, 47 Trautwein Crescent, Closter, NJ 07624** and that the Joseph S. Clark, QPA, City Purchasing Manager authorized to issue purchase orders (PO) as needed and in compliance N.J.S.A. 40A:11-1 et seq. and Local Finance Notice 2012-14; and

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, it is advised that this award does not guarantee that all of the items listed in the PEPPM Contract #528897, Modular Barrier Systems & Other Branded Products will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a Purchase Order for those items. No items shall be sent to the City without first obtaining a Purchase Order for said items; and

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 appropriate Account #'s upon issuance of the purchase orders to Advance Security Technology, LLC, 47 Trautwein Crescent, Closter, NJ 07624 - MiFram Modular Vehicle Barriers (MVB), current estimated value \$100,000.00 (Grant Account # G-02-40-181-246).

CERTIFICATION OF FUNDS



Frank Donato III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

Files: RESNCPEPPM-Modular Barrier Systems.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 ..... 2019

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

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



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

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February 20, 2019

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing the city's participation in the PEPPM cooperative purchasing program. The city wishes to utilize this program to acquire a product known as modular vehicle barriers (MVB's) which are manufactured by a company called MiFram out of Israel. The MVB's are distributed by Advanced Security Technology in the United States through the PEPPM program.

The MVB's are a portable, interlocking device which can be assembled to block off streets and other areas to vehicular traffic to protect large gatherings of pedestrians such as block parties, parades, farmers markets, walk-a-thons, etc. If a vehicle, whether intended or unintended, were to pose a threat to the crowd, the MVB would block and disable the vehicle using a patented technology. A photo of an MVB is attached, which when assembled looks like a track hurdle.

The purchase of this product is being funded by a grant which was offered to the city by the New Jersey Office of Homeland Security & Protection (NJ OHS&P). A similar grant has also been offered to the Cape May County Prosecutors Office as well as the City of Wildwood which will create sharing opportunities around the county.

As always, if you have any questions on this resolution please feel free to contact my office at 609.525.9350.

Sincerely,

Frank Donato III  
Director of Financial Management  
Emergency Management Coordinator

C: Mayor Gillian  
George Savastano, Business Administrator  
Jay Prettyman, Police Chief

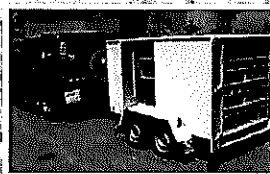
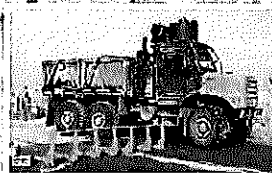
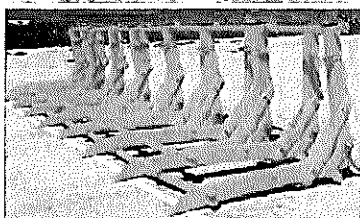
# "MVB" - Modular Vehicle Barrier

***A quick and light weight portable vehicle barrier  
Unique design and capabilities!  
Specially designed for Armed-Forces,  
Anti-Terror units, Police & more!***



## **MIFRAM LTD.**

6 Josef Levi St., P.O.Box 1165  
Ind. Zone Kiriath Bialik  
Zur Shalom 2711101, Israel  
Tel: 972-4-8808800  
Fax: 972-4-8745745  
E-mail: [sales@mifram.com](mailto:sales@mifram.com)  
Web Site: [www.miframsecurity.com](http://www.miframsecurity.com)



The MVB is a physical, light-weight barrier and therefore fully portable. Its unique design enables transferring the horizontal momentum of a ramming vehicle upwards or downwards until fully stopping its movement.

### ***The advantages of this barrier are:***

- Quick assembly for immediate threats.
- High impact capabilities.
- Flexible length for any size of vehicle route.
- Vehicle wheel protection is futile.
- Easy & efficient storage.
- Very low maintenance costs.

### ***Quick assembly:***

The barrier consists of elements which are light to carry. Any adult can assemble this physical barrier in minutes without using assembly tools, to create a block against immediate threats of ramming vehicles in unknown locations.

### ***High impact:***

Its special and unique design has high impact capabilities that transfer the vehicle's horizontal momentum vertically to the extent of fully stopping the vehicle within a relatively short range.

### ***Flexible length:***

Independent separate units can be composed into any length desired, blocking any size of vehicle route.

### ***Wheel protection:***

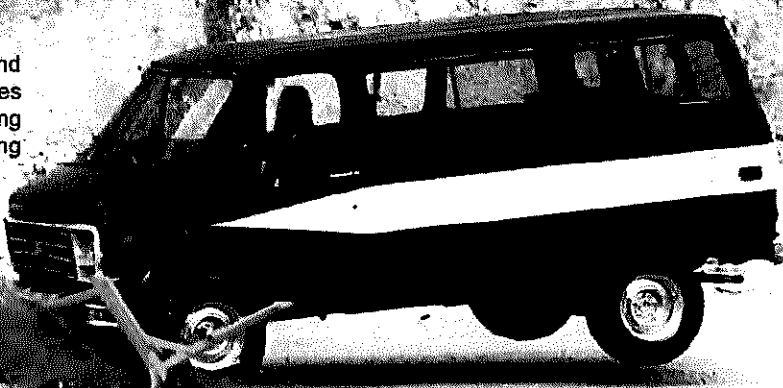
The unique process (patented) of momentum transfer is efficient for vehicles regardless of their wheel protection. This allows efficient barrier solution even against protected vehicles.

### ***Easy storage:***

Foldable units that can be easily stored, saving space and enabling easy access for future use.

### ***Low maintenance costs:***

Once folded and stored, no special maintenance is required allowing an economic long-term solution.



### ***Features:***

- Ability to bring a light standard vehicle at a medium speed to a complete stop with minimal penetration.
- The barrier can be compactly packed and transported by any private vehicle, station wagon, small pick-up truck or jeep.
- All parts are identical and can be renewed, added or switched between several locations.
- Basic yellow color that can be altered according to clients' request.
- Can be upgraded to reduce vehicle penetration distance by acquiring ground-anchors for the units using pyrotechnics, cable or any other physical anchoring.

### ***Technical specifications:***

- Dimensions (single unit) - length - 100 cm (40"), width - 8 cm (3"), height - 70 cm (27").
- Weight (single unit) - 20kg (44lb).
- Provides a solution against farm tractors due to the geometric locking mechanism.
- Safety lighting and signs.
- Assembly/Disassembly instructions manual.

### ***Add-ons:***

- Anchoring devices.
- Specially suited carry-on bags.

**RESOLUTION**

# 23

**AUTHORIZING THE EXTENSION OF CITY CONTRACT #18-16,  
SUPPLY, INSTALLATION, REMOVAL & STORAGE OF HOLIDAY DECORATIONS  
FOR VARIOUS LOCATIONS**

**WHEREAS**, the City Council of the City of Ocean City, New Jersey awarded the original City Contract #18-16, Supply, Installation, Removal & Storage of Holiday Decorations for Various Locations on November 11, 2017 by Resolution No. 17-53-324; and

**WHEREAS**, the City of Ocean City, New Jersey desires to extend City Contract #18-16, Supply, Installation, Removal & Storage of Holiday Decorations for Various Locations with Downtown Decorations, Inc., 6724 Joy Road, East Syracuse, NY 13057 for a supply , installation, removal and storage of the City's holiday decorations; and

**WHEREAS**, Michael J. Allegretto, Director of Community Services; Joseph P. Berenato, Director of Public Works; Steven Longo, Manager of Public Property & Grounds; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the specifications, current terms and conditions of the contract and recommend that the contract be extended for an additional twenty four (24) months; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City that City Contract #17-42, Recreational Soccer Camp Program be and is hereby renewed for the additional twenty-four (24) months, February 1, 2019 – January 31, 2021, as stated in this resolution and submitted bid proposal; and

<b>Downtown Decorations, Inc.</b> <b>6724 Joy Road</b> <b>East Syracuse, NY 13057</b>
---

**1.0 Locations: Various Locations/Areas on as "As Needed Basis"**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.1	18" inch bows for side-mount wreaths, 3D red velvet structural bow with UV protection	each	\$ 46.00
1.2	18" inch 3D red velvet structural bow with UV protection	each	\$ 46.00
1.3	18" inch 3D red velvet structural bow for swags with UV protection	each	\$ 46.00
1.4	24" inch red velvet structural bow for cross-street	each	\$ 94.00
1.5	24" inch red velvet structural bows for pole wraps with UV protection	each	\$ 94.00
1.6	24" inch red velvet structural bow for cross streets with UV protection	each	\$ 94.00
1.7	36" inch side-mount deluxe mountain pine 375 tips wreath solid steel cold roll frame, lit with (30) WW C7 LEDs 3 diodes wiring 18 AWG spt1 wire SJT leads 8' 16 AWG	each	\$ 346.00
1.8	36" inch wall-mount deluxe mountain pine wreath tip count 300 lit with 150 5mm LEDs, plush garland wreath solid steel 4.2 mm 3D cold roll frame, wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 328.00
1.9	72" inch deluxe mountain pine wreath, 1000 tips, 7.9mm steel with 36" inch red velvet structural bow, lit with 1000 5mm LEDs	each	\$ 1,255.00
1.10	96" inch 3D wreath lit with 120 WW C7 3 diodes LEDs with 36" inch red velvet structural bow with UV protection wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 2,197.00
1.11	3' foot 3D Snow Burst Tree Topper with 132 C7 LED lights, solid steel cold roll frame, wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 595.00
1.12	20' foot 14" inch deluxe mountain pine garland pole wrap 48 tips per foot, lit with 40 WW C7 LED's	each	\$ 279.00
1.13	50' foot single drape, 14" inch deluxe mountain pine cross-street with 50" inch wreath, 48 tips per foot, galvanized wire UV resistant, lit with 102 LEDs wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 1,688.00
1.14	25' foot plush garland pole swags 14" inch deluxe mountain pine garland pole wrap, 48 tips per foot, lit with 40 WW C7 LEDs wiring 18 AWG spt1 wire SJT leads 8' 16AWG	per foot	\$ 348.00

**CITY OF OCEAN CITY**  
**CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**Downtown Decorations (Continued)**

**1.0 Locations: Various Locations/Areas on an "As Needed Basis" (Continued)**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.15	25' foot plush garland pole swags, 14" inch deluxe mountain pine garland pole wrap, 48 tips per foot, lit with 40 WW C7 LEDs wiring 18AWG spt 1 wire SJT leads 8' 16 AWG	each	\$ 348.00
1.16	50' foot single drape, 14" inch deluxe mountain pine cross-street with 50 inch wreath, 48 tips per foot, galvanized wire UV	each	\$ 1,688.00
1.17	Live Tree Kit	each	\$ 147.00
1.18	Set of 5mm WA WW LED minis, 70 warm white, wide angle LED lights, 4" inch spacing	per set	\$ 19.50
1.19	C7 LEDs, 12" inch on center, stringer of 100 foot lights, wiring 18AWG spt1 wire SJT leads 8' 16 AWG	each	\$ 39.00
1.20	C7 LEDs, warm white, 3 diodes	each	\$ 1.15
1.21	8' foot leads & butt connectors	each	\$ 22.50
1.22	Bow Holder Kit, 14" inch rolled Steel	each	\$ 38.00
1.23	Light line C9 light spool, 12" inch spacing, 10 amp. 18AWG SPT wire UL	per foot	\$ 0.35
1.24	Shingle Clips	each	\$ 0.55
1.25	C9 LED bulbs, 4 diodes	each	\$ 1.30

**2.0 Annual Installation Fees for City Owned Decorations**

**2.1 Installation of City owned holiday decorations per location by hourly rate, hours, with a not to exceed amount for each Contract Years Two (2) & Three (3):**

<u>Item</u>	<u>Location</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Cost Not To Exceed Each Year</u>
<b>Base Bid Items</b>				
2.1.1	9 <sup>th</sup> Street Entranceway Decor - Bay Avenue to West Avenue	\$ 84.00	105	\$ 8,820.00
2.1.2	City Hall Decor - 861 Asbury Avenue	\$ 84.00	125	\$ 10,500.00
2.1.3	City Hall Tree - 861 Asbury Avenue	\$ 84.00	32	\$ 2,688.00
2.1.4	9 <sup>th</sup> Street Park Decor - 9 <sup>th</sup> Street & Asbury Avenue	\$ 84.00	64	\$ 5,376.00
2.1.5	Asbury Avenue Business District Decor – 6 <sup>th</sup> to 14 <sup>th</sup> Streets	\$ 84.00	120	\$ 10,080.00
2.1.6	Music Pier - Moorlyn Terrace & the Boardwalk	\$ 84.00	64	\$ 5,376.00
2.1.7	Welcome Center Decor - Route 52 Causeway	\$ 84.00	68	\$ 5,712.00
2.1.8	Clock - 9 <sup>th</sup> Street & the Boardwalk	\$ 84.00	02	\$ 168.00
2.1.9	34 <sup>th</sup> Street Welcome Center Décor 34 <sup>th</sup> Street & Bay Avenue	\$ 84.00	16	\$ 1,344.00
<b>Total for Installation of the Base Bid Items for Each Contract Years Two (2) &amp; Three (3) (Items 2.1.1 - 2.1.9) (Each Year)</b>				<b>\$ 50,064.00</b>

**Optional Items**

2.1.10	34 <sup>th</sup> Street Roadway Islands	\$ 84.00	09	\$ 756.00
<b>Total for Optional Items for Contract Year One (1) (Item 2.1.10)</b>				<b>\$ 756.00</b>

<b>Total for Installation of All Items Bid for Each Contract Years Two (2) &amp; Three (3) (Items 2.1.1-2.1.10) (Each Year).....</b>				<b>\$ 50,820.00</b>
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**CITY OF OCEAN CITY**  
**CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**Downtown Decorations (Continued)**

**3.0 Annual Removal Fees of City Owned Decorations**

**3.1 Removal of City owned holiday decorations per location by hourly rate, hours, with a not to exceed amount in Each Contract Years Two (2) & Three (3):**

<u>Item</u>	<u>Location</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Cost Not To Exceed Each Year</u>
<b>Base Bid Items</b>				
3.1.1	9 <sup>th</sup> Street Entranceway Decor - Bay Avenue to West Avenue	\$ 84.00	16	\$ 1,344.00
3.1.2	City Hall Decor - 861 Asbury Avenue	\$ 84.00	55	\$ 4,620.00
3.1.3	City Hall Tree - 861 Asbury Avenue	\$ 84.00	42	\$ 3,528.00
3.1.4	9 <sup>th</sup> Street Park Decor - 9 <sup>th</sup> Street & Asbury Avenue	\$ 84.00	45	\$ 3,780.00
3.1.5	Asbury Avenue Business District Decor - 6 <sup>th</sup> to 14 <sup>th</sup> Streets	\$ 84.00	165	\$ 13,860.00
3.1.6	Music Pier - Moorlyn Terrace & the Boardwalk	\$ 84.00	52	\$ 4,368.00
3.1.7	Welcome Center Decor - Route 52 Causeway	\$ 84.00	58	\$ 4,872.00
3.1.8	Clock - 9 <sup>th</sup> Street & the Boardwalk	\$ 84.00	02	\$ 168.00
3.1.9	34 <sup>th</sup> Street Welcome Center Décor - 34 <sup>th</sup> Street & Bay Avenue	\$ 84.00	15	\$ 1,260.00
<b>Total for Removal of the Base Bid Items for Each Contract Years Two (2) &amp; Three (3) (Items 3.1.1 - 3.1.9) (Each Year)</b>				<b>\$ 37,800.00</b>

**Optional Items**

3.1.10	34 <sup>th</sup> Street Roadway Islands	\$ 84.00	09	\$ 756.00
<b>Total for Optional Items for Each Contract Years Two (2) &amp; Three (3) (Item 3.1.10) (Each Year)</b>				<b>\$ 756.00</b>

<b>Total for Removal of All Items Bid for Each Contract Years Two (2) &amp; Three (3) (Items 3.1.1-3.1.10) (Each Year).....</b>				<b>\$ 38,556.00</b>
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**4.0 Annual Storage Fees of City Owned Decorations**

**4.1 Storage of City owned holiday decorations per location by hourly rate, hours, with a not to exceed amount in each Contract Years Two (2) & Three (3):**

<b>Total for Storage of All Items Bid (Base &amp; Optional Items) for each Contract Years Two (2) &amp; Three (3) (Items 4.1.1-4.1.10) (Each Year).....</b>				<b>\$ 9,583.00</b>
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<b>Total Amount for City Contract #18-16, Supply, Installation, Removal &amp; Storage of Holiday Decorations for Various Locations Contract Year Two (2) (10/1/2019-1/31/2020).....</b>				<b>\$ 98,959.00</b>
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<b>Total Amount for City Contract #18-16, Supply, Installation, Removal &amp; Storage of Holiday Decorations for Various Locations Contract Year Three (3) (10/1/2020-1/31/2021).....</b>				<b>\$ 98,959.00</b>
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**BE IT FURTHER RESOLVED** that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Downtown Decorations, Inc., 6724 Joy Road, East Syracuse, NY 13057 for the extension of City Contract #18-16, Supply, Installation, Removal & Storage of Holiday Decorations for Various Locations for contract years two (2) & three (3), calendar years 2019/2020 & 2020/2021 holiday seasons beginning on October 1, 2019 and continuing through January 31, 2021.



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2019, 2020 Local Municipal Budgets and shall be charged to appropriate Operating Accounts #9-01-26-825-211 (2019) & #0-01-26-825-211 (2020) as the Purchase Orders are issued.

CERTIFICATION OF FUNDS



Frank Donato, III, CMFO  
Director of Financial Management

Peter V. Madden  
Council President

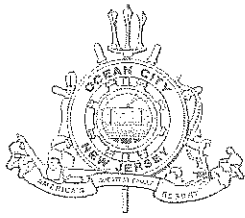
FILES: RES EXT 18-16 Holiday Decorations.doc

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 ..... 2019

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

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## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER

FROM: STEVEN LONGO, MANAGER

DATE: JANUARY 31, 2019

RE: CITY CONTRACT #15-07 R-1 SUPPLY, INSTALLATION, REMOVAL & STORAGE  
OF HOLIDAY DECORATIONS FOR VARIOUS LOCATIONS

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Assistance is being sought to advance a resolution to City Council for the award of an extension of City Contract #15-07 R-1, Supply, Installation, Removal & Storage of Holiday Decorations for Various Locations for 2019.

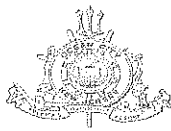
The company continues to provide holiday decorating services at above acceptable standards thus the recommendation to extend the contract for the final year of the agreement.

The current operating budget has the necessary dollars to fund the company's services.

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

SL

C: J Berenato, PWD



PURCHASING DIVISION  
ANNUAL COST SUMMARY OF DOWNTOWN DECORATIONS BID PROPOSAL

ITEM NO.	DESCRIPTION	QTY	UNIT COST
1.0 LOCATIONS: VARIOUS LOCATIONS/AREAS ON AN "AS NEEDED BASIS"			
1.1	18" inch bows for side-mount wreaths, 3D red velvet structural bow with UV protection	each	\$ 46.00
1.2	18" inch 3D red velvet structural bow with UV protection	each	\$ 46.00
1.3	18" inch 3D red velvet structural bow for swags with UV protection	each	\$ 46.00
1.4	24" inch red velvet structural bow for cross-street	each	\$ 94.00
1.5	24" inch red velvet structural bows for pole wraps with UV protection	each	\$ 94.00
1.6	24" inch red velvet structural bow for cross streets with UV protection	each	\$ 94.00
1.7	36" inch side-mount deluxe mountain pine 3/5 tips wreath solid steel cold roll frame, lit with (30) WW C7 LEDs 3 diodes wiring 18 AWG spt1 wire SJT leads 8' 16 AWG	each	\$ 346.00
1.8	36" inch wall-mount deluxe mountain pine wreath tip count 300 lit with 150 5mm LEDs, plush garland wreath solid steel 4.2 mm 3D cold roll frame, wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 328.00
1.9	72" inch deluxe mountain pine wreath, 1000 tips, 7.9mm steel with 36" inch red velvet structural bow, lit with 1000 5mm LEDs	each	\$ 1,255.00
1.10	96" inch 3D wreath lit with 120 WW C7 3 diodes LEDs with 36" inch red velvet structural bow with UV protection wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 2,197.00
1.11	3' foot 3D Snow Burst Tree Topper with 132 C7 LED lights, solid steel cold roll frame, wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 595.00
1.12	20' foot 14" inch deluxe mountain pine garland pole wrap 48 tips per foot, lit with 40 WW C7 LED's	each	\$ 279.00
1.13	50' foot single drape, 14" inch deluxe mountain pine cross-street with 50" inch wreath, 48 tips per foot, galvanized wire UV resistant, lit with 102 LEDs wiring 18AWG spt1 wire SJT leads 8' 16AWG	each	\$ 1,688.00
1.14	25' foot plush garland pole swags 14" inch deluxe mountain pine garland pole wrap, 48 tips per foot, lit with 40 WW C7 LEDs wiring 18 AWG spt1 wire SJT leads 8' 16AWG	per foot	\$ 348.00
1.15	25' foot plush garland pole swags, 14" inch deluxe mountain pine garland pole wrap, 48 tips per foot, lit with 40 WW C7 LEDs wiring 18AWG spt 1 wire SJT leads 8' 16 AWG	each	\$ 348.00
1.16	50' foot single drape, 14" inch deluxe mountain pine cross-street with 50" inch wreath, 48 tips per foot, galvanized wire UV	each	\$ 1,688.00
1.17	Live Tree Kit	each	\$ 147.00
1.20	Set of 5mm WA WW LED minis, 70 warm white, wide angle LED lights, 4" inch spacing	per set	\$ 19.50
1.21	C7 LEDs, 12" inch on center, stringer of 100 foot lights, wiring 18AWG spt1 wire SJT leads 8' 16 AWG	each	\$ 39.00
1.22	C7 LEDs, warm white, 3 diodes	each	\$ 1.15
1.23	8' foot leads & butt connectors	each	\$ 22.50
1.24	Bow Holder Kit, 14" inch rolled Steel	each	\$ 38.00
1.25	Light line C9 light spool, 12" inch spacing, 10 amp. 18AWG SPT wire UL	per foot	\$ 0.35
1.26	Shingle Clips	each	\$ 0.55
1.27	C9 LED bulbs, 4 diodes	each	\$ 1.30

2018/2019 1st Contract Year Cost		
Installation	\$50,064.00	
	\$756.00	
	\$50,820.00	
Removal	\$37,800.00	
	\$756.00	
	\$38,556.00	
Storage	\$9,583.00	
Total Holiday Year 2018 (10/18-1/19)	\$98,959.00	
2019/2020 2nd Contract Year Cost		
Installation	\$50,064.00	
	\$756.00	
	\$50,820.00	
Removal	\$37,800.00	
	\$756.00	
	\$38,556.00	
Storage	\$9,583.00	
Total Holiday Year 2019 (10/19-1/20)	\$98,959.00	
2020/2021 3rd Contract Year Cost		
Installation	\$50,064.00	
	\$756.00	
	\$50,820.00	
Removal	\$37,800.00	
	\$756.00	
	\$38,556.00	
Storage	\$9,583.00	
Total Holiday Year 2020 (10/20-1/21)	\$98,959.00	

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 24

**CONSENTING TO CITY COUNCIL’S REAPPOINTMENT OF DONNA SANNUTI AND  
THERESA J. IFKOVITS AS MEMBERS TO THE UTILITY ADVISORY COMMISSION**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey,  
that the following individuals are hereby reappointed to the Ocean City Utility Advisory Commission for the  
following term:

NAME	TERM	TERM EXPIRES
Donna Sannuti	4 Years *	12/31/2022
Theresa J. Ifkovits	4 Years * *	12/31/2022

\*1<sup>st</sup> Full Term  
\*\* Second Full Term

\_\_\_\_\_  
Peter V. Madden  
Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of  
said Council duly held on the ..... day of ..... 2019.

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 25

**CONSENTING TO CITY COUNCIL’S APPOINTMENT OF BRIAN GEARY  
AS A FULL MEMBER TO THE ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Ocean City that the following individual is hereby appointed to the Zoning Board of Adjustment in accordance with the Municipal Land Use Law for the following term:

<u>NAME</u>	<u>TERM</u>	<u>TERM EXPIRES</u>
Brian Geary	4 Years * (Moved from Alt. II)	12/31/2022

\* 1<sup>st</sup> Full Term

\_\_\_\_\_  
Peter V. Madden  
Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2019.

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 26

**CONSENTING TO THE MAYOR’S APPOINTMENT OF  
MARY LOUISE HAYES, AS A MEMBER TO THE SHADE TREE COMMITTEE**

**BE IT RESOLVED**, by the Mayor and City Council of the City of Ocean City that the following individual is hereby appointed to the Shade Tree Committee in accordance with Ordinance No. 2-80.

<u>NAME</u>	<u>TERM</u>	<u>TERM EXPIRES</u>
Mary Louise Hayes	4 Years (To Fill the Unexpired Term of Kevin Richards)	12/31/2021

\*\* 2nd Full Term

\_\_\_\_\_  
Peter V. Madden  
Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2019.

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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 27

**AUTHORIZING THE RELEASE OF A MAINTENANCE  
GUARANTEE FOR A CONSTRUCTION PROJECT AT 3401-07 ASBURY AVENUE  
BLOCK 3402, LOT(S) 16 & 17; PROJECT #13-029PSPP**

**WHEREAS**, Nicholas George, has posted a performance guarantee (LOC# 10013116727) for construction of an approved site plan at 3401-07 Asbury Avenue, Block 3402 Lot(s) 16 & 17 Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, the City's zoning ordinance, also known as application number 13-029PSPP.

**WHEREAS**, this application was submitted for approval to the Planning Board on December 4, 2013; and

**WHEREAS**, Resolution #16-52-378 adopted on December 29, 2016 authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$16,757.46; and

**WHEREAS**, the Planning Board Office has issued a final inspection approval report dated January 7, 2019, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

**WHEREAS**, the Planning Board of the City of Ocean City has recommended the release of the maintenance guarantee in the amount of \$16,757.46; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release the maintenance guarantee in the amount of \$16,757.46 plus two-thirds of the interest earned on the account.

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Peter V. Madden,  
Council President

Files//Nicholas George Maintenance Guarantee Release 13-029PSPP

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 ..... 2019.

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

.....  
City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 28

**AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 1017 SIMPSON AVENUE  
BLOCK 1007, LOT 9, PROJECT #14-029ZD**

**WHEREAS,** Donald and Kathryn Johnson, have posted a performance guarantee for construction of an approved site plan at 1017 Simpson Avenue, Block 1007 Lot 9 Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, the City's zoning ordinance also known as application number 14-029ZD.

**WHEREAS,** this application was submitted for approval by the Zoning Board on November 19, 2014; and

**WHEREAS,** Resolution #17-53-040 adopted on January 26, 2017 authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$432.00; and

**WHEREAS,** the Zoning Board Office has issued a final site plan inspection approval report dated February 4, 2019, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

**WHEREAS,** the Zoning Board of the City of Ocean City has recommended the release of the performance guarantee in the amount of \$432.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release the performance bond in the amount of \$432.00 plus two-thirds of the interest earned on the account.

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Peter V. Madden,  
Council President

Files//Donald and Kathryn Johnson; Maintenance Guarantee Release 14-029ZD

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 ..... 2019.

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



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 29

**AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 500 19TH STREET  
BLOCK 1902, LOT 12, PROJECT #15-040ZC**

**WHEREAS**, Louis Bolanos, has posted a performance guarantee bond(#2202506) for construction of an approved site plan at 500 19th Street, Block 1902 Lot129 Ocean City in accordance with Section 25-1600.1 of Ordinance #88-17, Volume II, also known as application number 15-040ZC.

**WHEREAS**, this application was submitted for approval by the Zoning Board on November 18, 2015; and

**WHEREAS**, Resolution #17-53-039 adopted on January 26, 2017 authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$666.48; and

**WHEREAS**, the Zoning Board Office has issued a final site plan inspection approval report dated February 4, 2019, indicating that the above mentioned project has been installed in compliance with the approved site plan; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release the performance bond in the amount of \$666.48 plus two-thirds of the interest earned on the account.

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Peter V. Madden,  
Council President

Files//Louis Bolanos; Maintenance Guarantee Bond Release 15-040ZC

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 ..... 2019.

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

\_\_\_\_\_  
City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 30

**AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

**WHEREAS**, an emergent condition has arisen with respect to adopting the local budget, and no adequate provision has been made in the 2019 temporary appropriations for the aforesaid purpose; and

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

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2019 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A: 4-20), including this resolution totals **\$34,429,315.60** for the Current Fund; and

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

An emergency temporary appropriation (as attached) be and the same is hereby made for individual items in the total amount of **\$18,300,766.25** for the Current Fund.

1. That said emergency temporary appropriation will be provided for in the 2019 budget.
2. That one certified copy of this resolution be filed with the Director of Local Government Services.

\_\_\_\_\_  
Frank Donato III  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

FILES/AUTHORIZING AN EMERGENCY #1 TEMPORARY APPROPRIATION. – 2.28.19

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 ..... 2019.

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

\_\_\_\_\_  
City Clerk

control	Description	Classification	2018	2019	0.2625	2019	2019	2019
			FINAL	MAYOR'S		TEMPORARY	EMERGENCY	TEMPORARY
			BUDGET	BUDGET		BUDGET	BUDGET #1	BUDGET + EMERGENCY
1	MAYOR'S OFFICE	S&W	10,300.00	20,600.00	5,407.50	4,753.85	4,700.00	9,453.85
2	MAYOR'S OFFICE	OE	2,400.00	2,400.00	630.00	500.00	600.00	1,100.00
3	CITY ADMINISTRATOR	S&W	354,000.00	323,000.00	84,787.50	74,538.46	74,500.00	149,038.46
4	CITY ADMINISTRATOR	OE	66,800.00	157,200.00	41,265.00	40,000.00	40,000.00	80,000.00
5	PLANNING BOARD	OE	22,300.00	24,500.00	6,431.25	6,000.00	5,000.00	11,000.00
6	ZONING BOARD	OE	4,800.00	4,800.00	1,260.00	1,200.00	1,000.00	2,200.00
7	MUNICIPAL CODE & LICENSING P&Z	S&W	616,000.00	650,000.00	170,625.00	146,076.92	146,000.00	292,076.92
8	MUNICIPAL CODE & LICENSING P&Z	OE	66,250.00	81,250.00	21,328.13	21,000.00	16,000.00	37,000.00
9	CODE CONSTRUCTION	S&W	475,000.00	505,000.00	132,562.50	111,461.54	111,461.00	222,922.54
10	CODE CONSTRUCTION	OE	151,400.00	202,700.00	53,208.75	20,000.00	70,000.00	90,000.00
11	HUMAN RESOURCES	S&W	504,000.00	759,000.00	199,237.50	150,000.00	85,000.00	235,000.00
12	HUMAN RESOURCES	OE	101,300.00	164,400.00	43,155.00	43,000.00	35,000.00	78,000.00
13	PURCHASING	S&W	287,000.00	229,000.00	60,112.50	51,000.00	52,000.00	103,000.00
14	PURCHASING	OE	7,940.00	8,250.00	2,165.63	2,000.00	1,500.00	3,500.00
15	EMERGENCY MGT	S&W	15,000.00	15,000.00	3,937.50	3,750.00	3,750.00	7,500.00
16	EMERGENCY MGT	OE	20,000.00	20,000.00	5,250.00	15,000.00	-	15,000.00
17	ENGINEERING	S&W	459,000.00	345,000.00	90,562.50	79,615.38	79,600.00	159,215.38
18	ENGINEERING	OE	36,700.00	9,000.00	2,362.50	9,000.00	-	9,000.00
23	HISTORICAL COMMISSION	OE	2,800.00	2,800.00	735.00	700.00	600.00	1,300.00
24	PUBLIC RELATIONS & INFORMATION	S&W	915,000.00	935,000.00	245,437.50	225,000.00	215,000.00	440,000.00
25	PUBLIC RELATIONS & INFORMATION	OE	236,500.00	241,500.00	63,393.75	60,000.00	50,000.00	110,000.00
26	NEIGHBORHOOD & SOCIAL SERVICES	S&W	98,500.00	98,000.00	25,725.00	22,615.38	22,600.00	45,215.38
27	NEIGHBORHOOD & SOCIAL SERVICES	OE	1,600.00	1,500.00	393.75	350.00	300.00	650.00
28	AQUATIC & FITNESS CENTER	S&W	1,008,000.00	1,125,000.00	295,312.50	258,923.08	258,900.00	517,823.08
29	AQUATIC & FITNESS CENTER	OE	87,300.00	80,000.00	21,000.00	21,000.00	15,000.00	36,000.00
30	RECREATION LEISURE PROGRAMS	S&W	425,000.00	453,000.00	118,912.50	105,230.77	105,200.00	210,430.77
31	RECREATION LEISURE PROGRAMS	OE	22,950.00	20,300.00	5,328.75	5,500.00	3,500.00	9,000.00
32	MUSIC PIER OPERATIONS	S&W	523,000.00	453,000.00	118,912.50	105,461.54	105,400.00	210,861.54
33	MUSIC PIER OPERATIONS	OE	30,750.00	30,900.00	8,111.25	8,000.00	6,000.00	14,000.00
34	LEGAL DIVISION	S&W	167,000.00	162,000.00	42,525.00	37,384.62	37,300.00	74,684.62
35	LEGAL DIVISION:	OE	489,500.00	298,000.00	78,225.00	65,000.00	100,000.00	165,000.00
36	LEGAL DIVISION: Public Defender	OE	44,000.00	49,480.00	12,988.50	13,000.00	10,000.00	23,000.00
37	CITY CLERK	S&W	230,000.00	206,000.00	54,075.00	47,538.46	47,500.00	95,038.46
38	CITY CLERK	OE	72,750.00	59,150.00	15,526.88	7,000.00	28,000.00	33,000.00
39	CITY COUNCIL	S&W	73,600.00	73,600.00	19,320.00	16,984.62	16,900.00	33,884.62
40	CITY COUNCIL	OE	14,350.00	14,400.00	3,780.00	3,500.00	3,000.00	6,500.00
41	MUNICIPAL COURT	S&W	595,000.00	610,000.00	160,125.00	140,076.92	140,000.00	280,076.92
42	MUNICIPAL COURT	OE	33,860.00	33,150.00	8,701.88	6,000.00	9,000.00	15,000.00
43	TREASURER'S OFFICE: AUDIT	OE	38,500.00	39,000.00	10,237.50	10,000.00	8,000.00	18,000.00
44	TREASURER'S OFFICE: OTHER AGENCIES	S&W	169,300.00	175,800.00	46,147.50	2,000.00	78,000.00	80,000.00
45	ACCOUNTING DIVISION	S&W	437,000.00	438,000.00	114,975.00	100,384.62	100,300.00	200,684.62
46	ACCOUNTING DIVISION	OE	7,500.00	7,700.00	2,021.25	2,000.00	1,500.00	3,500.00
47	TAX ASSESSMENT	S&W	300,000.00	306,000.00	80,325.00	70,615.38	70,600.00	141,215.38
48	TAX ASSESSMENT	OE	43,500.00	47,900.00	12,573.75	5,000.00	16,000.00	21,000.00
49	TAX COLLECTION	S&W	183,000.00	196,000.00	51,450.00	45,230.77	45,000.00	90,230.77
50	TAX COLLECTION	OE	12,100.00	10,800.00	2,835.00	2,500.00	2,500.00	5,000.00
51	REVENUE COLLECTION	S&W	454,000.00	486,000.00	127,575.00	112,153.85	112,150.00	224,303.85
52	REVENUE COLLECTION	OE	164,200.00	168,200.00	44,152.50	44,000.00	34,000.00	78,000.00
53	BEACH FEE	S&W	365,000.00	370,000.00	97,125.00	10,000.00	180,000.00	170,000.00
54	BEACH FEE	OE	64,900.00	71,500.00	18,788.75	18,000.00	15,000.00	33,000.00
55	OFFICE OF PARKING REGULATIONS	S&W	215,000.00	240,000.00	63,000.00	10,000.00	100,000.00	110,000.00
56	OFFICE OF PARKING REGULATIONS	OE	217,550.00	157,750.00	41,409.38	30,000.00	42,000.00	72,000.00
57	RESCUE SERVICES	S&W	307,000.00	308,000.00	80,850.00	71,076.92	71,000.00	142,076.92
58	RESCUE SERVICES	OE	93,000.00	99,375.00	26,085.94	26,000.00	20,000.00	46,000.00
59	LIFEGUARDS	S&W	1,450,000.00	1,495,000.00	392,437.50	10,000.00	675,000.00	685,000.00
60	LIFEGUARDS	OE	65,500.00	70,500.00	18,506.25	25,000.00	7,500.00	32,500.00
61	POLICE PROTECTION	S&W	7,791,000.00	7,818,000.00	2,052,225.00	1,797,230.77	1,797,000.00	3,594,230.77
62	POLICE PROTECTION	OE	217,000.00	223,200.00	58,590.00	57,000.00	45,000.00	102,000.00
63	POLICE PROTECTION: VEHICLES	OE	90,000.00	100,000.00	26,250.00	100,000.00	-	100,000.00
64	POLICE INFORMATION TECHNOLOGY	S&W	269,000.00	272,000.00	71,400.00	62,769.23	62,700.00	125,469.23
65	POLICE INFORMATION TECHNOLOGY	OE	247,850.00	294,200.00	77,227.50	70,000.00	65,000.00	135,000.00
66	FIRE PROTECTION	S&W	7,015,000.00	7,035,000.00	1,846,687.50	1,601,538.46	1,601,500.00	3,203,038.46
67	FIRE PROTECTION	OE	213,200.00	223,700.00	58,721.25	58,000.00	45,000.00	103,000.00
68	PW ADMINISTRATION & MANAGEMENT	S&W	469,000.00	685,000.00	179,812.50	120,000.00	120,000.00	240,000.00
69	PW ADMINISTRATION & MANAGEMENT	OE	17,000.00	16,000.00	4,200.00	4,000.00	3,300.00	7,300.00
70	ENVIRONMENTAL OPERATIONS	S&W	1,048,000.00	1,158,000.00	303,975.00	261,461.54	261,400.00	522,861.54
71	ENVIRONMENTAL OPERATIONS	OE	60,300.00	73,150.00	19,201.88	18,000.00	16,000.00	34,000.00
72	ENVIRONMENTAL OPERATIONS - ALL TRASH	OE	2,796,000.00	2,853,392.00	749,015.40	734,000.00	575,000.00	1,309,000.00
73	FACILITY MANAGEMENT	S&W	910,000.00	964,000.00	253,050.00	224,769.23	224,700.00	449,469.23
74	FACILITY MANAGEMENT	OE	282,500.00	255,500.00	67,068.75	65,000.00	50,000.00	115,000.00
75	FIELD OPERATIONS	S&W	1,325,000.00	1,430,000.00	375,375.00	297,662.31	297,600.00	595,262.31
76	FIELD OPERATIONS	OE	79,900.00	83,000.00	21,787.50	22,000.00	16,000.00	38,000.00
77	FLEET MAINTENANCE	S&W	298,000.00	372,000.00	97,650.00	85,846.15	85,800.00	171,646.15
78	FLEET MAINTENANCE	OE	243,500.00	267,500.00	70,218.75	68,000.00	55,000.00	123,000.00
79	HUMAN RESOURCES	OE: HEALTH INS.	8,600,000.00	6,325,000.00	1,660,312.50	2,000,000.00	900,000.00	2,900,000.00
80	HUMAN RESOURCES	S&W: HEALTH INS. WAIVERS	250,000.00	125,000.00	32,812.50	35,000.00	22,000.00	57,000.00
81	HUMAN RESOURCES	OE: INSURANCE	1,985,000.00	1,956,000.00	513,450.00	600,000.00	530,000.00	1,130,000.00
82	CITY WIDE OPERATIONS: 625: FINANCE	OE	489,000.00	495,000.00	129,937.50	120,000.00	100,000.00	220,000.00
83	CITY WIDE OPERATIONS: 625: PUBLIC WORKS	OE	510,100.00	770,900.00	202,361.25	175,000.00	170,000.00	345,000.00
84	CITY WIDE OPERATIONS: 626: 220: ELECTRIC	OE	684,000.00	690,000.00	181,125.00	170,000.00	140,000.00	310,000.00
85	CITY WIDE OPERATIONS: 626: 225: GAS	OE	300,000.00	300,000.00	78,750.00	75,000.00	60,000.00	135,000.00
86	CITY WIDE OPERATIONS: 626: 226: WATER	OE	933,000.00	936,000.00	245,700.00	204,000.00	220,000.00	424,000.00
87	CITY WIDE OPERATIONS: 626: 227: STREET LIGHTING	OE	405,000.00	411,000.00	107,887.50	118,000.00	70,000.00	188,000.00
88	CITY WIDE OPERATIONS: 626: 228: S: GAS	OE	168,000.00	171,000.00	44,887.50	42,000.00	37,000.00	79,000.00
89	CITY WIDE OPERATIONS: 620: 200: TELEPHONE	OE	285,000.00	306,000.00	80,325.00	75,000.00	65,000.00	140,000.00
90	SPECIAL IMPROVEMENT DISTRICT/LOAN PAYOFF	OE	21,383.33	22,000.00	5,775.00	-	-	-
91	STATUTORY: PENSIONS: PERS	OE: PENSIONS	1,584,351.00	1,649,219.00	432,919.99	-	1,649,219.00	1,649,219.00
92	STATUTORY: PENSIONS: DCRP	OE: PENSIONS	30,000.00	30,000.00	7,875.00	-	10,000.00	10,000.00
93	STATUTORY: FICA	OE	1,445,000.00	1,400,000.00	367,500.00	370,000.00	275,000.00	645,000.00
94	STATUTORY: PENSIONS: PFRS	OE: PENSIONS	3,261,818.00	3,529,652.00	926,533.65	-	3,529,542.00	3,529,542.00
95	LOCAL: LIFEGUARD PENSION FUND	OE	200,000.00	220,000.00	57,750.00	-	-	-

			2018	2019	0.2625	2019	2019	2019
			FINAL	MAYOR'S		TEMPORARY	EMERGENCY	TEMPORARY
control	Description	Classification	BUDGET	BUDGET		BUDGET	BUDGET #1	BUDGET +
96	STATUTORY: UNEMPLOYMENT	OE	125,000.00	100,000.00	26,250.00	27,000.00	19,000.00	46,000.00
97	MANDATED: OC LIBRARY	OE:LIBRARY	4,062,238.00	4,166,577.00	1,093,726.46	1,041,644.25	1,041,644.25	2,083,288.50
98	RESERVE	OE	-	-	-	-	-	-
	<b>SUBTOTAL OF IN THE CAP ITEMS</b>		<b>61,549,940.33</b>	<b>60,882,395.00</b>	<b>15,981,628.69</b>	<b>13,222,075.02</b>	<b>17,616,266.25</b>	<b>30,838,341.27</b>
99	MATCHING FUNDS FOR GRANTS	OE:GRANTS	32,040.00	40,000.00	10,500.00	43,675.53	-	43,675.53
100	GRANTS IN BUDGET	OE:GRANTS	224,945.62	221,286.82	58,087.79	285,898.60	-	285,898.60
	2017 SUSTAINABLE JERSEY SMALL GRANT	OE:GRANTS	-	-	-	-	-	-
	NJSP/FEMA GRANT	OE:GRANTS	-	3,658.80	960.44	-	-	-
	MUNICIPAL ALLIANCE	OE:GRANTS	-	-	-	-	-	-
101	GRANTS ADDED AFTER BUDGET (159s)		11,532,320.65	-	-	-	-	-
102	CIF-DOWNPAYMENT	OE:CIF	1,865,000.00	800,000.00	210,000.00	200,000.00	150,000.00	350,000.00
103	DEBT SERVICE: PAYMENT OF NOTES	OE:DEBT	-	-	-	-	-	-
104	DEBT SERVICE: PRINCIPAL	OE:DEBT	10,120,000.00	10,515,000.00	2,760,187.50	1,915,000.00	-	1,915,000.00
105	DEBT SERVICE: INTEREST BONDS	OE:DEBT	2,032,837.50	1,642,312.50	431,107.03	461,900.00	515,000.00	976,900.00
106	DEBT SERVICE: INTEREST NOTES	OE:DEBT	1,240,861.32	2,808,812.58	737,313.30	-	-	-
107	DEBT SERVICE: PAYMENT:DCFT:CAPITAL	OE:DEBT:DCFT	515,910.00	515,910.00	135,426.38	-	-	-
108	DEBT SERVICE: GREEN ACRES	OE:DEBT	38,709.04	38,709.04	10,161.12	-	19,500.00	19,500.00
109	RESERVE FOR UNCOLLECTED TAXES	OE:RUT	1,150,000.00	1,150,000.00	301,875.00	-	-	-
110	EMERGENCY APPROPRIATION:FLEET MAINTENANCE	OE:EMER.	-	-	-	-	-	-
111	EMERGENCY - HURRICANE SANDY	OE:EMER.	-	-	-	-	-	-
112	SPECIAL EMERG APPRO-CIF	OE:EMER.	-	-	-	-	-	-
	<b>SUBTOTAL OF OUTSIDE THE CAP ITEMS</b>		<b>28,752,624.13</b>	<b>17,735,689.74</b>	<b>4,655,618.56</b>	<b>2,906,474.33</b>	<b>684,500.00</b>	<b>3,590,974.33</b>
	<b>TOTAL FINAL ADOPTED BUDGET:</b>		<b>90,302,564.46</b>	<b>78,618,084.74</b>	<b>20,637,247.24</b>	<b>16,128,549.35</b>	<b>18,300,766.25</b>	<b>34,429,315.60</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 31

**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 January 18, 2019 to February 22, 2019.

**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 – 01.18.19 TO 02.22.19.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 ..... 2019.

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

\_\_\_\_\_  
City Clerk

February 25, 2019  
12:21 PM

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

Page No: 1

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

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
17-00404	02/16/17	STONE A.E. STONE, INC.	RESOLUTION 17-53-053	Open	179,060.52	0.00	B
17-01761	07/18/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-202	Open	3,684.12	0.00	
17-02590	10/13/17	ACTENGIN ACT ENGINEERS INC	RES 17-53-273; 2017 DREDGE INS	Open	175.00	0.00	B
18-00588	03/02/18	ACTENGIN ACT ENGINEERS INC	RES# 18-54-052	Open	9,044.50	0.00	B
18-00726	03/26/18	DUGANJOS JOSEPH DUGAN INC.	Resolution 17-53-350	Open	15,001.50	0.00	B
18-01217	05/08/18	OCART OCEAN CITY ARTS CENTER	2018 REIMBURSEMENTS	Open	2,339.10	0.00	
18-01791	06/21/18	ACTENGIN ACT ENGINEERS INC	Res #18-54-173	Open	1,455.75	0.00	
18-01838	07/03/18	NAT A NAT ALEXANDER COMPANY, INC.	Res. #18-54-035	Open	25,660.00	0.00	
18-02584	09/12/18	ACTENGIN ACT ENGINEERS INC	RESOLUTION #18-54-307	Open	41,636.68	0.00	B
18-02869	10/12/18	TYSOUNDL TYSOUND DESIGN LLC	RESOLUTION 18-54-329	Open	3,900.00	0.00	B
18-02908	10/18/18	ERCO2 ERCO INTERIOR SYSTEMS, INC.		Open	5,485.00	0.00	
18-03016	10/25/18	BROWN BROWN'S AWNING CO.		Open	275.00	0.00	
18-03089	11/05/18	SOUTHSTA SOUTH STATE, INC.	18-54-360	Open	136,367.00	0.00	
18-03136	11/14/18	TIRIAD TRIAD ASSOCIATES	RESOLUTION 18-54-277	Open	2,682.50	0.00	
18-03173	11/20/18	AUSTN AUSTIN'S SPORTS	AFC STAFF SHIRTS	Open	2,393.90	0.00	
18-03221	11/28/18	ACTENGIN ACT ENGINEERS INC	18-55-010	Open	42,249.80	0.00	B
18-03249	11/30/18	PROFENCE PROGRESSIVE FENCE & LANDSCAPE	Emergency Repairs	Open	350.00	0.00	
18-03292	12/07/18	ACTENGIN ACT ENGINEERS INC	18-55-059	Open	74,944.19	0.00	
18-03328	12/14/18	TIRIAD TRIAD ASSOCIATES	18-54-309	Open	3,230.00	0.00	
18-03331	12/14/18	CHARTERC CHARTER CONTRACTING COMPANY	18-55-024	Open	660,029.51	0.00	B
18-03490	12/21/18	ACTENGIN ACT ENGINEERS INC	18-55-082	Open	1,618.00	0.00	B
18-03499	12/21/18	LANDBERG LANDBERG CONSTRUCTION, LLC	18-55-077	Open	130,703.58	0.00	B
19-00003	01/10/19	OCBOE OCEAN CITY BOARD OF EDUCATION	2019 SCHOOL LEVY	Open	2,104,454.00	0.00	
19-00005	01/10/19	COOCH CITY OF OCEAN CITY HEALTH	2019 HEALTH BILLINGS	Open	600,000.00	0.00	
19-00009	01/10/19	DEPOS THE DEPOSITORY TRUST COMPANY	2019 DEBT SERVICE PAYMENTS	Open	171,000.00	0.00	
19-00166	01/17/19	CREAM CREAM RIDGE ENVIRONMENTAL INC.	ASBESTOS REMOVAL	Open	675.00	0.00	
19-00171	01/17/19	AC ELECT ATLANTIC CITY ELECTRIC	2019 CITYWIDE ELECTRIC	Open	13,936.49	0.00	B
19-00172	01/17/19	NJAM3 NEW JERSEY-AMERICAN WATER CO.	2019 CITYWIDE WATER/SEWER	Open	51,600.62	0.00	B
19-00173	01/17/19	SJGAS SOUTH JERSEY GAS COMPANY	2019 GAS CHARGES	Open	4,707.95	0.00	B
19-00179	01/17/19	SAR S.A.R. AUTOMOTIVE EQUIPMENT	Annual Lift Inspections	Open	1,225.00	0.00	
19-00207	01/17/19	WEMAKEIT WE MAKE IT PERSONAL		Open	192.00	0.00	
19-00220	01/17/19	STETS B. W. STETSON & CO.		Open	74.00	0.00	B
19-00227	01/17/19	STETS B. W. STETSON & CO.	COFFEE SUPPLIES FOR 2019	Open	104.50	0.00	B
19-00275	01/22/19	FARNSWOR FARNSWORTH & SEMPTIMHELTER, L	Reso #18-54-189	Open	2,407.03	0.00	B
19-00303	01/22/19	ENTERPRI ENTERPRISE LEASING COMPANY	Reso #18-54-062	Open	2,362.83	0.00	B
19-00329	01/23/19	PINEHILL PINE HILL PRINTING, INC		Open	500.00	0.00	
19-00341	01/30/19	77SHA THOMAS J. SHALLCROSS		Open	993.00	0.00	
19-00342	01/30/19	VIRTUA VIRTUA		Open	3,250.00	0.00	
19-00343	01/30/19	FIRSS FIRE & SAFETY SERVICES, LTD.	18-54-026	Open	2,615.29	0.00	
19-00344	01/30/19	JOHNT JOHNSON & TOWERS, INC.		Open	3,102.20	0.00	
19-00346	01/30/19	FIRSS FIRE & SAFETY SERVICES, LTD.	18-54-026	Open	3,986.92	0.00	
19-00347	01/30/19	ADP AUTOMATIC DATA PROCESSING	2019 PAYROLL SERVICE	Open	13,600.32	0.00	
19-00354	01/30/19	RUDERM RUDERMAN & ROTH, LLC	RESOLUTION# 19-55-151	Open	9,417.00	0.00	B
19-00364	02/01/19	MALIA MALIA'S RUBBER STAMP COMPANY		Open	45.45	0.00	
19-00365	02/01/19	APPLC STALKER RADAR	Reso #15-55-132	Open	370.00	0.00	
19-00368	02/01/19	FIRSS FIRE & SAFETY SERVICES, LTD.	19-55-123	Open	777.34	0.00	
19-00377	02/01/19	FIRSS FIRE & SAFETY SERVICES, LTD.	Reso #19-55-123	Open	381.71	0.00	
19-00385	02/05/19	STEIN MARK H. STEIN, ESQUIRE	PROFESSIONAL SERVICES FOR 2019	Open	2,601.00	0.00	
19-00386	02/05/19	GRITH GRIFFITH & CARLUCCI, ESQUIRES	PROFESSIONAL SERVICES FOR 2019	Open	3,720.00	0.00	
19-00387	02/05/19	SCHEULE SCHEULE PLANNING SOLUTIONS LLC	PROFESSIONAL SERVICES 2019	Open	5,610.00	0.00	

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

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
19-00388	02/05/19	SCHEULE	SCHEULE PLANNING SOLUTIONS LLC RES #18-55-031	Open	2,790.00	0.00		
19-00389	02/05/19	SCHAEFFE	SCHAEFFER NASSAR SCHEIDEGG PROFESSIONAL SERVICES 2019	Open	6,408.00	0.00		
19-00391	02/05/19	NJAPZ	N.J. ASSN OF PLANNING & ZONING 2019 MEMBERSHIP RENEW NJAPZA	Open	100.00	0.00		
19-00392	02/05/19	IMPACT	IMPACT TECHNOLOGY SOLUTIONS LL	Open	1,260.00	0.00		
19-00402	02/06/19	STETS	B. W. STETSON & CO. CUSTOMER ACCOUNT# OCCITY	Open	128.00	0.00	B	
19-00411	02/06/19	LILLYWAR	WARREN LILLY	Open	31.00	0.00		
19-00418	02/06/19	SMARTWEB	SMARTWEBAPPS	Open	1,475.00	0.00		
19-00419	02/06/19	MUNIC	MUNICIPAL RECORDS	Open	156.00	0.00		
19-00441	02/13/19	74VIVARE	CHRISTOPHER VIVARELLI	Open	500.00	0.00		
19-00442	02/13/19	740MELOY	COLBY MELOY	Open	500.00	0.00		
19-00460	02/14/19	FASTENAL	FASTENAL COMPANY Reso #19-55-132	Open	12,899.57	0.00		
19-00464	02/14/19	EARTT	EARTHTECH CONTRACTING, INC RES#12-49-023 RES#17-53-353	Open	3,408.00	0.00		
19-00465	02/14/19	EARTT	EARTHTECH CONTRACTING, INC 17-53-353	Open	5,428.35	0.00	B	
19-00467	02/14/19	CROSSFIR	CROSSFIRE TECHNOLOGIES LLC Reso #18-54-238	Open	2,100.00	0.00		
19-00474	02/14/19	TORTORIC	TORTORICE CONTRACTORS, INC.	Open	4,657.00	0.00		
19-00479	02/14/19	01TYR	TAYLOR, EDWARD & EILEEN REIMBURSE FOR DAMAGE CAP PROJ	Open	200.00	0.00		
19-00480	02/14/19	SENTI	SENTINEL LEDGER	Open	617.40	0.00		
19-00490	02/15/19	FORDFLEE	FORD FLEET CARE NJPA 012681/00000	Open	10.50	0.00		
19-00491	02/21/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	961.74	0.00		
19-00492	02/21/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	991.99	0.00		
19-00493	02/21/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	980.83	0.00		
19-00494	02/21/19	SHERW	SHERWIN WILLIAMS #3760 81339	Open	262.41	0.00		
19-00495	02/21/19	SHERW	SHERWIN WILLIAMS #3760 81339	Open	143.24	0.00		
19-00496	02/21/19	NAPAAUTO	SEAVILLE NAPA AUTO PARTS NJPA 031212 GPC	Open	997.70	0.00		
Total Purchase Orders:		74	Total P.O. Line Items:	0	Total List Amount:	4,393,002.03	Total Void Amount:	0.00

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*Bill List 2-14-19*

*Issued Outside Bill List*

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
17-01425	06/09/17	CONCOENG	CONCORD ENGINEERING GROUP, INC	RES 17-53-145 PROFESSIONAL ENG	Open	700.00	0.00
18-00154	01/19/18	DECOTIIS	DECOTIIS, FITZPATRICK & COLE	9 BEACH ROAD	Open	288.08	0.00 B
18-00189	01/24/18	FERIOZZI	L. FERIOZZI CONCRETE COMPANY	RES#17-54-002 NORTH END DRAIN.	Open	192,781.78	0.00
18-00229	01/29/18	SCHAEFFE	SCHAEFFER NASSAR SCHEIDEGG	PROFESSIONAL SERVICES 2018	Open	2,900.00	0.00
18-00233	01/29/18	BATTISTI	BATTISTINI CONSULTING SERVICES	PROFESSIONAL SERVICES FOR 2018	Open	2,827.50	0.00
18-00238	01/29/18	FARNSWOR	FARNSWORTH & SEMPTIMHELTER, L	EMERGENCY MEDICAL SERVICES	Open	1,469.88	0.00 B
18-00264	02/01/18	BLAST	APM BLAST TERMITE PEST CONTROL		Open	1,958.00	0.00 B
18-00422	02/16/18	NATIONAL	NATIONAL VISION ADMIN, LLC		Open	511.49	0.00
18-00571	03/01/18	OCFAM	OCEAN CITY FAMILY PRACTICE, PA		Open	5,010.00	0.00 B
18-00617	03/12/18	EARTT	EARTHTECH CONTRACTING, INC	17-53-353	Open	18,625.29	0.00 B
18-00746	03/26/18	FIRETTOP	PAUL V. FIRETTO	LIFEGUARD PENSION - SPOUSAL	Open	1,570.74	0.00
18-00760	03/30/18	RICHF	RICH FIRE PROTECTION		Open	2,245.00	0.00 B
18-00832	04/09/18	SPARKELE	SPARK ELECTRIC SERVICE, INC	Maintenance, Testing and	Open	530.00	0.00 B
18-01217	05/08/18	OCART	OCEAN CITY ARTS CENTER	2018 REIMBURSEMENTS	Open	603.45	0.00
18-01284	05/16/18	CARES	CAR CARESS	Vehicle/Equipment Maintenance	Open	136.00	0.00 B
18-02063	07/19/18	CONSOL S	CONSOLIDATED STEEL & ALUMINUM	Reso #18-54-035	Open	27,135.00	0.00
18-02375	08/22/18	OCFEN	OCEAN CITY FENCE COMPANY		Open	1,452.63	0.00
18-02402	08/24/18	SOUTHWIN	SOUTHWIND CONSTRUCTION CORP	RES #18-54-275	Open	74,383.71	0.00
18-03091	11/05/18	CLEVEALA	ALANA CLEVINGER		Open	400.00	0.00
18-03093	11/05/18	BICKCARO	CAROLINE BICKINGS		Open	50.00	0.00
18-03102	11/05/18	ACTIO	ACTION SUPPLY, INC.	RES. 18-55-006	Open	2,219.90	0.00 B
18-03103	11/05/18	FANUELIT	TORRIE MAY FANUELI		Open	475.00	0.00
18-03126	11/14/18	LANDS	LANDSMAN UNIFORMS, INC.	Reso #17-53-329	Open	3,150.00	0.00
18-03133	11/14/18	GONENATI	GONE NATIVE COMMUNICATIONS INC	AFC ADVERTISING	Open	750.00	0.00
18-03176	11/20/18	CAPRI	CAPRIONI PORTABLE TOILETS, INC	PORTABLE TOILET RENTAL AIRPORT	Open	150.00	0.00 B
18-03209	11/28/18	JESCO	JESCO EQUIPMENT CO.	Rent articulated dump truck	Open	9,924.87	0.00
18-03237	11/28/18	JSECOMP	J S E COMPUTERS		Open	20.00	0.00
18-03261	12/05/18	GLOUC	GLOUCESTER COUNTY POLICE		Open	40.00	0.00
18-03282	12/07/18	DYNAMICS	DYNAMIC SECURITY, LLC	AP SURVEILLANCE SVC CONTRACT	Open	3,437.50	0.00 B
18-03310	12/14/18	BINSI	BERBEN INSIGNIA CO.		Open	705.80	0.00
18-03483	12/21/18	WITMER	WITMER PUBLIC SAFTEY GROUP		Open	3,827.00	0.00
19-00004	01/10/19	ACMJI	ATLANTIC COUNTY MUNICIPAL JIF	2019 JOINT FUND INSURANCE	Open	217,268.00	0.00
19-00005	01/10/19	COOCH	CITY OF OCEAN CITY HEALTH	2019 HEALTH BILLINGS	Open	600,000.00	0.00
19-00158	01/17/19	T BURGOS	TONIO BURGOS & ASSOC OF NJ LLC	18-55-079	Open	10,000.00	0.00 B
19-00163	01/17/19	CZAR	LAMONT H. CZAR, P.E.	18-55-103	Open	8,350.00	0.00 B
19-00164	01/17/19	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.		Open	570.00	0.00
19-00165	01/17/19	VITAL	VITAL COMMUNICATIONS, INC	MODIV TAX TAPES 2019	Open	100.00	0.00 B
19-00166	01/17/19	CREAM	CREAM RIDGE ENVIRONMENTAL INC.	ASBESTOS REMOVAL	Open	3,500.00	0.00
19-00168	01/17/19	VERIZ	VERIZON	2019 PHONE CHARGES	Open	5,288.80	0.00 B
19-00169	01/17/19	VERIZ	VERIZON	609 399-0505 374 64Y	Open	166.66	0.00 B
19-00170	01/17/19	VERIZONL	VERIZON ONLINE		Open	1,188.84	0.00 B
19-00171	01/17/19	AC ELECT	ATLANTIC CITY ELECTRIC	2019 CITYWIDE ELECTRIC	Open	81,178.72	0.00 B
19-00172	01/17/19	NJAM3	NEW JERSEY-AMERICAN WATER CO.	2019 CITYWIDE WATER/SEWER	Open	26,209.65	0.00 B
19-00173	01/17/19	SJGAS	SOUTH JERSEY GAS COMPANY	2019 GAS CHARGES	Open	18,055.37	0.00 B
19-00176	01/17/19	THOMASMI	THOMAS G. SMITH, ESQ.	RES# 18-55-104 Tax Appeals	Open	7,971.82	0.00 B
19-00180	01/17/19	TURF	TURF EQUIPMENT & SUPPLY CO, INC	Landscape Equipment Parts	Open	348.40	0.00 B
19-00182	01/17/19	KEEN	KEEN COMPRESSED GAS COMPANY	Annual Compressed Gas Services	Open	21.19	0.00 B
19-00185	01/17/19	QBESPECI	QBE SPECIALTY INSURANCE CO	CLAIM NO: QM-0781	Open	1,125.00	0.00
19-00186	01/17/19	SPARKELE	SPARK ELECTRIC SERVICE, INC	UST Inspection and Maintenance	Open	700.00	0.00
19-00187	01/17/19	QBESPECI	QBE SPECIALTY INSURANCE CO	CLAIM NO: QM-0047	Open	2,085.00	0.00



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19-00188	01/17/19	ONSOLVEL	ONSOLVE, LLC	Open	11,000.00	0.00	
19-00189	01/17/19	SESACLLC	SESAC, LLC	Open	438.00	0.00	
19-00191	01/17/19	CLEAN A	CLEAN AIR COMPANY	Open	562.50	0.00	
19-00193	01/17/19	HERC REN	HERC RENTAL INC	Open	590.00	0.00	
19-00194	01/17/19	KD PRODU	KD PRODUCTIONS & EVENTS	Open	1,525.10	0.00	
19-00197	01/17/19	CMCCH	CAPE MAY COUNTY CHAMBER OF	Open	855.00	0.00	
19-00198	01/17/19	ATT3	AT & T	Open	1.62	0.00	B
19-00199	01/17/19	JOHNP	JOHNSON'S POPCORN, INC	Open	1,004.40	0.00	
19-00200	01/17/19	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	521.28	0.00	
19-00201	01/17/19	DAVIDSHU	DAVID SCHULTZ AIRSHOWS LLC	Open	1,945.00	0.00	
19-00202	01/17/19	SPINN	SPINNING WHEEL FLORIST INC.	Open	571.50	0.00	B
19-00203	01/17/19	CAPEENVI	CAPE ENVIRONMENTAL TESTING LAB	Open	225.00	0.00	B
19-00204	01/17/19	MAINL	MAIN LINE COMMERCIAL POOLS, INC	Open	1,900.00	0.00	B
19-00205	01/17/19	CHLORKIN	CHLORKING INNOVATIONS, LLC	Open	2,970.00	0.00	B
19-00208	01/17/19	ECP	E.C.P. BUSINESS MACHINES	Open	298.50	0.00	
19-00209	01/17/19	CRYSTAL	CRYSTAL SPRINGS	Open	32.04	0.00	
19-00214	01/17/19	HANSONAG	HANSON AGGREGATES BMC INC.	Open	979.64	0.00	
19-00216	01/17/19	GARDE	GARDEN STATE HIGHWAY PROD. INC	Open	28.85	0.00	
19-00219	01/17/19	SCHID	SCHINDLER ELEVATOR CORPORATION	Open	3,302.60	0.00	B
19-00228	01/17/19	NJSLOM	NJ STATE LEAGUE OF	Open	115.00	0.00	
19-00272	01/22/19	WITMER	WITMER PUBLIC SAFETY GROUP	Open	583.95	0.00	
19-00273	01/22/19	JPBAINBR	J. P. BAINBRIDGE & ASSOC., INC	Open	1,500.00	0.00	
19-00274	01/22/19	MCMNI	MCMANIMON, SCOTLAND & BAUMANN, INC	Open	21,425.04	0.00	
19-00280	01/22/19	AFLE	ASSOCIATES FOR LIFE	Open	2,675.00	0.00	B
19-00281	01/22/19	AFLE	ASSOCIATES FOR LIFE	Open	15.00	0.00	
19-00282	01/22/19	ATLANTAC	ATLANTIC TACTICAL, LLC	Open	100.00	0.00	
19-00283	01/22/19	AVAYA	AVAYA COMMUNICATION, INC.	Open	236.22	0.00	
19-00284	01/22/19	GTBM INC	G.T.B.M. INC.	Open	208.26	0.00	
19-00285	01/22/19	FBI	FBI NATIONAL ACADEMY ASSOC.	Open	440.00	0.00	
19-00286	01/22/19	LANIG	LANIGAN ASSOCIATES, INC.	Open	87.20	0.00	
19-00287	01/22/19	NJPOL	NJ POLICE TRAFFIC OFF ASSN	Open	50.00	0.00	
19-00288	01/22/19	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	442.98	0.00	
19-00292	01/22/19	LANDS	LANDSMAN UNIFORMS, INC.	Open	8,396.85	0.00	
19-00293	01/22/19	SCHOP	WILLIAM SCHOPPY TROPHY COMPANY	Open	12.50	0.00	
19-00295	01/22/19	INSTITUT	INSTITUTE FOR FORENSIC	Open	2,800.00	0.00	
19-00297	01/22/19	BARTA	MIKE BARTA & SONS INC.	Open	8,695.01	0.00	
19-00298	01/22/19	SAM 1	SAM'S CLUB/GEMB	Open	83.58	0.00	
19-00303	01/22/19	ENTERPRI	ENTERPRISE LEASING COMPANY	Open	2,362.83	0.00	B
19-00305	01/22/19	BARTA	MIKE BARTA & SONS INC.	Open	1,811.35	0.00	
19-00306	01/22/19	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Open	50.00	0.00	
19-00307	01/23/19	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	59,079.68	0.00	B
19-00308	01/23/19	WASTM	WASTE MANAGEMENT OF NJ INC.	Open	3,833.00	0.00	B
19-00309	01/23/19	ATLASALT	ATLANTIC SALT, INC.	Open	23,200.71	0.00	
19-00310	01/23/19	RIGGI	RIGGINS, INC.	Open	12,225.00	0.00	B
19-00312	01/23/19	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	59,079.68	0.00	B
19-00313	01/23/19	CHOICE	CHOICE ENVIR. SER. OF NJ, INC.	Open	2,307.80	0.00	B
19-00314	01/23/19	ARLENES	ARLENE'S ON ASBURY	Open	42.50	0.00	
19-00315	01/23/19	ACTIO	ACTION SUPPLY, INC.	Open	50.00	0.00	B
19-00319	01/23/19	CRYSTAL	CRYSTAL SPRINGS	Open	150.75	0.00	
19-00320	01/23/19	ACUA	ATLANTIC COUNTY UTILITY AUTHOR	Open	462.96	0.00	B
19-00321	01/23/19	MARGATER	MARGATE RECREATION	Open	320.00	0.00	
19-00322	01/23/19	JPBAINBR	J. P. BAINBRIDGE & ASSOC., INC	Open	3,900.00	0.00	
19-00323	01/23/19	LOWERTOW	LOWER TOWNSHIP RECREATION	Open	375.00	0.00	
19-00326	01/23/19	GALACTIC	GALACTIC EMPIRE TOURING, INC.	Open	3,250.00	0.00	

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00332	01/23/19	LENKER LAURA LENKER	REDEEMING UNCLAIMED FUNDS	Open	1,455.00	0.00	
19-00333	01/24/19	YOUNGE ERIC L YOUNG	ESCROW REFUND 14-014 ZC	Open	43.56	0.00	
19-00334	01/28/19	ERCO2 ERCO INTERIOR SYSTEMS, INC.		Open	265.58	0.00	
19-00335	01/28/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	985.58	0.00	
19-00336	01/28/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	999.05	0.00	
19-00337	01/28/19	SHERW SHERWIN WILLIAMS #3760		Open	55.55	0.00	
19-00338	01/28/19	SHOEM SHOEMAKER LUMBER COMPANY, INC		Open	185.97	0.00	
19-00339	01/28/19	81MOYER CHARLOTTE MOYER		Open	41.80	0.00	
19-00359	02/01/19	OPTIMIST OPTIMIST CLUB OF THE WILDOODS		Open	150.00	0.00	
19-00361	02/01/19	EARLS EARL GIRLS, INC.		Open	1,547.00	0.00	
19-00366	02/01/19	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #3378406 & 3368448	Open	120.95	0.00	
19-00369	02/01/19	IACP INTERNATIONAL ASSOCIATION OF		Open	425.00	0.00	
19-00372	02/01/19	DEARBORN DEARBORN NATIONAL LIFE INSURAN	2019 Employee Group Insurance	Open	2,743.82	0.00	B
19-00373	02/01/19	MCAA MCAA OF NEW JERSEY		Open	200.00	0.00	
19-00374	02/01/19	CAPEM CAPE MEDIATION SERVICES, INC		Open	1,044.00	0.00	
19-00375	02/01/19	CMCJU CAPE MAY COUNTY JUDGES' ASSN.		Open	75.00	0.00	
19-00376	02/01/19	CRYSTAL CRYSTAL SPRINGS	ACCOUNT #1975146-3378740	Open	21.99	0.00	
19-00378	02/01/19	ECP E.C.P. BUSINESS MACHINES		Open	142.50	0.00	
19-00379	02/01/19	CMCCC CAPE MAY COUNTY COURT ADM ASSN		Open	400.00	0.00	
19-00382	02/01/19	TIX COM TIX, INC.	Resloution #19-55-148	Open	496.75	0.00	B
19-00383	02/05/19	MCMAH MCMAHON AGENCY INC.		Open	3,032.08	0.00	
19-00393	02/05/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	990.69	0.00	
19-00394	02/05/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	998.03	0.00	
19-00395	02/05/19	SANTOROJ JASON SANTORO		Open	32.47	0.00	
19-00396	02/05/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	996.87	0.00	
19-00397	02/05/19	81KELLY MARK D. KELLY		Open	60.00	0.00	
19-00399	02/06/19	CAPRI CAPRIONI PORTABLE TOILETS, INC		Open	100.00	0.00	B
19-00400	02/06/19	ARLENES ARLENE'S ON ASBURY		Open	605.00	0.00	
19-00401	02/06/19	SONJ5 TREASURER STATE OF NEW JERSEY		Open	232.00	0.00	
19-00403	02/06/19	REPICIT TOM REPICI	REFUND FOR POOL PARTY	Open	210.00	0.00	
19-00406	02/06/19	STUDIOSA SALTWORKS STUDIO		Open	265.00	0.00	
19-00410	02/06/19	09SOI MARK SOIFER		Open	345.00	0.00	
19-00413	02/06/19	NJRPA NJRPA	CONFERENCE REGISTRATION	Open	750.00	0.00	
19-00414	02/06/19	MAINL MAIN LINE COMMERCIAL POOLS, INC	POOL MAINTENANCE	Open	1,072.74	0.00	
19-00415	02/06/19	ACTIO ACTION SUPPLY, INC.		Open	789.43	0.00	B
19-00416	02/06/19	MODERGRO MODERN GROUP POWER SYSTEMS		Open	1,312.50	0.00	B
19-00420	02/06/19	MODERGRO MODERN GROUP POWER SYSTEMS		Open	1,200.00	0.00	
19-00421	02/06/19	SONJ5 TREASURER STATE OF NEW JERSEY		Open	258.00	0.00	
19-00422	02/06/19	CNS CNS CLEANING CO., INC.	RESOLUTION# 17-54-009 CC#17-04	Open	6,654.00	0.00	B
19-00423	02/06/19	AQUATREA AQUA-TREAT INC WATER MGMT.		Open	1,350.00	0.00	B
19-00424	02/06/19	AQUATREA AQUA-TREAT INC WATER MGMT.		Open	765.00	0.00	
19-00425	02/06/19	CNS CNS CLEANING CO., INC.	RESOLUTION# 17-54-009 CC#17-04	Open	4,690.20	0.00	B
19-00427	02/06/19	SUNEYONE SUNEY SOLAR OCEAN CITY ONE LLC	2019 MONTHLY PPA CHARGES	Open	778.77	0.00	B
19-00428	02/08/19	BOLANOS LUIS BOLANOS	RELEASE OF MAINTENANCE	Open	1,017.90	0.00	
19-00429	02/08/19	JOHNSOND DONALD JOHNSON	RELEASE OF MAINTENANCE	Open	438.12	0.00	
19-00430	02/08/19	GEORG NICHOLAS GEORGE	RELEASE OF MAINTENANCE	Open	16,801.91	0.00	
19-00454	02/14/19	SHERW SHERWIN WILLIAMS #3760		Open	148.32	0.00	
19-00455	02/14/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	528.08	0.00	
19-00456	02/14/19	SHERW SHERWIN WILLIAMS #3760		Open	539.17	0.00	
19-00457	02/14/19	NAPAAUTO SEAVILLE NAPA AUTO PARTS	NJPA 031212 GPC	Open	849.99	0.00	

Total Purchase Orders: 154 Total P.O. Line Items: 0 Total List Amount: 1,652,735.32 Total Void Amount: 0.00