

ORDINANCE NO. 25-11

**AN ORDINANCE AMENDING CHAPTER 25, ZONING AND LAND DEVELOPMENT,
ARTICLE 800 ZONING BOARD OF ADJUSTMENT § 25-800.1 ESTABLISHMENT,
MEMBERSHIP AND ORGANIZATION OF THE REVISED ORDINANCES OF THE
CITY OF OCEAN CITY**

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

Section 1.

Chapter 25, Article 800, Section § 25-800.1 is hereby amended.

Section 2.

The following is added:

d. A vacancy on the Board of Adjustment is created when a member resigns, a member's term of appointment ends, or when a member is disqualified by the body of competent jurisdiction after finding a member ineligible. The resignation of a board member shall be placed in writing to the Chairman of the Board of Adjustment.

e. When a vacancy on the Board of Adjustment arises, the Chairman shall notify the City Clerk and the City Clerk shall notify City Council of the vacancy. Notice soliciting qualified residents wishing to apply for the vacant position and providing the form of application shall be publicly advertised on the city's website for a period of 30 days before the deadline to submit written application to fill the vacancy.

f. Applicants for a position on the Board of Adjustment shall be interviewed by City Council in Closed Session and selected by majority of vote of City Council members during a public meeting of City Council. Applicants who were previously interviewed by City Council but were not thereafter appointed to the Board may be appointed by a majority vote of City Council members without a second interview.

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All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.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 immediately upon final passage in the time and manner prescribed by law.

Jay A. Gillian, Mayor

Terry Crowley, Jr., Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 7th day of August, 2025 and was taken up for a second reading and final passage at a meeting of said Council held on the 21st day of August, 2025 in Council Chambers, City Hall, Ocean City, New Jersey, at six o'clock in the evening.

Melissa G. Rasner, City Clerk

ORDINANCE NO. 25-09

**BOND ORDINANCE PROVIDING FOR ACQUISITION OF PROPERTY IN AND BY
THE CITY OF OCEAN CITY, IN THE COUNTY OF CAPE MAY, NEW JERSEY,
APPROPRIATING \$960,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$912,000 IN BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST
THEREOF**

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the City of Ocean City, in the County of Cape May, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$960,000, including the sum of \$48,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$912,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of property known as **846 Central Avenue** listed as **Block 806, Lot 23** on the municipal tax map, including all related costs and expenditures necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$912,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$10,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. The Mayor, City Administrator, City Clerk and City Attorney, as the case may be, are authorized pursuant to N.J.S.A. 40A:12-1 *et seq.*, and any other applicable law, to prepare and sign any and all necessary documentation to effectuate the acquisition as described herein, concerning the property known as **846 Central Avenue**, listed as **Block 806, Lot 23** on the municipal tax map, including, but not limited to, any contracts and amendments thereto and all closing documents needed to complete the purchase.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Jay A. Gillian, Mayor

Terry Crowley, Jr. Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 17th day of July, 2025 and was taken up for a second reading and final passage at a meeting of said Council held on the 7th day of August, 2025 in Council Chambers at City Hall, Ocean City, New Jersey, at six o'clock in the evening.

Melissa G. Rasner

Melissa G. Rasner, City Clerk

ORDINANCE NO. 25-10

AN ORDINANCE SUPPLEMENTING THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY

SECTION 1.

Section 4-32, "Parking of Commercial Vehicles, Boats and Boat Trailers", of Chapter IV, "Police Regulations" is hereby revised to read as follows

§ 4-32. PARKING OF COMMERCIAL VEHICLES, BOATS AND BOAT TRAILERS. [Ord. #84-16, §§ 1—4; (Ord. #07-21, § 1; Ord. #07-30, § 1)]

- a. No vehicle, as defined in N.J.S.A. 39:1-1 et seq., exceeding twenty-two (22') feet in length, or commercial vehicle likewise defined in N.J.S.A. 39:1-1 et seq. weighing more than ten thousand (10,000) pounds GVWR shall be permitted to be parked upon any street, alley or right-of-way at any time within the City of Ocean City.
- b. From May 1 through September 30 boats and boat trailers less than twenty-two (22') feet in length may be parked upon any street, alley or public right-of-way provided it does not remain on any street, alley or public right-of-way overnight for more than three (3) consecutive evenings and provided it does not impede traffic or encroach into a no-parking zone. Moving the boat and boat trailer from one street location to another after three (3) consecutive evenings shall not be considered to be compliance with this section. In order to comply with this section, the boat and boat trailer must be removed from the streets of the city.
- c. From October 1 through April 30 boats and boat trailers less than twenty-two (22') feet in length may be parked upon any street, alley or public right-of-way provided it does not remain on any street, alley or public right-of-way overnight, for more than seven (7) consecutive evenings, and provided it does not impede traffic, or encroach into a no-parking zone. Moving the boat and boat trailer from one street location to another after seven (7) consecutive evenings shall not be considered to be compliance with this section. In order to comply with this section, the boat and boat trailer must be removed from the streets of the city.
- d. Notwithstanding the foregoing, no boat trailer or boat shall be parked on the north side of Tennessee Avenue from the Ocean City municipal boat ramp to Bay Avenue, included, or on the south side of Tennessee Avenue for a distance of six hundred (600') feet measured from the bulkhead at the Ocean City municipal boat ramp toward Bay Avenue, at any time.
- e. No commercial trailer, construction trailer, construction vehicle, or construction equipment shall be parked overnight on any street or alley without prior issuance of a permit for such activity, in accordance with Section 23-5.1 of these Revised General Ordinances.
- f. The operator or person in possession of the vehicle, commercial vehicle, trailer, or boat and trailer shall be responsible for any violation of this section. The owner of any vehicle, commercial vehicle, trailer, or boat and trailer shall be liable if the operator or person in possession thereof is operating it with the consent or permission of the owner.
- g. Every person convicted of a violation of this section shall be liable for penalty not to exceed one thousand dollars (\$1,000) for each offense. Each day of continuing violation shall be punishable as a separate offense.

SECTION 2.

Section 23-5, "REGULATIONS FOR CONSTRUCTION PROJECTS", of Chapter XXIII, "Regulations for Construction Projects" is hereby revised to read as follows:

[Ord. #1182, § 7.1]

23-5.1 Use of Public Streets for Commercial Trailers, Construction Trailers, Construction Vehicles, Construction Equipment, and Construction Dumpsters; Overnight Street Parking.

[Ord. #1182, § 7-1.1; Ord. #93-13; amended 5-27-2021 by Ord. No. 21-17]

A. Definitions. For purposes of this Section, the following definitions shall apply:

- i. "Work Site" shall mean an exact location, or property within the jurisdiction of the City of Ocean City where construction, demolition, renovation, ordinary maintenance, or related activities are taking place.
- ii. "Work Zone" shall mean the area in the public right-of-way (not including an alley) immediately adjacent to a Work Site, from property line to property line, or as established by the Code Official in special circumstances. For Work Sites located on a corner, the Work Zone shall include the public right-of-way both in front of the Work Site and along the side of the Work Site but shall not include any area within a sight triangle.
- iii. "Commercial Trailer" shall mean a detachable vehicle designed to be drawn by a motor vehicle for the storage or transportation of contents intended for use for commercial purposes.
- iv. "Construction Trailer" shall mean a detachable vehicle designed to be drawn by a motor vehicle for the storage or transportation of tools, material, equipment of other contents intended for use in construction, demolition, renovation, and/or related activities.
- v. "Construction Vehicle" shall mean any car, truck, van, bus or similar vehicle intended for use associated with construction, demolition, renovation, and/or related activities occurring or for which a permit has been issued at a Work Site. For purposes of this ordinance, a contractor's vehicle while parked, for example, on the street in front of his home is not a construction vehicle.
- vi. "Construction Equipment" shall mean any machine, lift, or similar apparatus intended for use in construction, demolition, renovation, and/or related activities.
- vii. "Construction Dumpster" shall mean any container, used for the storage and disposal of Construction and Demolition Solid Waste Type 13C, as defined in N.J.A.C. 7:26-2.13(g). This shall include open-topped roll-off type dumpsters and any other container, dump trailer, truck, or similar apparatus that is used for the storage and disposal of Construction and Demolition Waste.
- viii. "Code Official" shall mean any public officer having jurisdiction to promulgate the provisions of this ordinance, including Municipal Code Official, Construction Official, Zoning Official, Chief of Police and/or any of their designees.
- ix. "Overnight" on weekdays shall mean after 6:00 p.m. and before 8:00 a.m.; and, on weekends shall mean before 8 a.m. on Saturday, and between 5:00 p.m. on Saturday and 8:00 a.m. the following Monday.

B. No construction dumpster shall be parked on any street or alley without prior issuance of a permit. The permit shall be issued by the Code Official or his designee following the filing of an application for same, indicating the exact Work Zone in which the dumpster is permitted to be parked and the length of time required for parking.

- i. Upon review of the application, the Code Official or his designee may issue a permit for a specific space, in thirty (30) day increments, for a maximum of 1 year.
- ii. Any person requiring a permit for more than one year shall justify the need for an extension in writing, prior to the expiration of the initial permit, subject to approval by the Code Official or his designee.
- iii. *Extensions:* For any construction dumpster that must remain parked on the street beyond the permit expiration date, it shall be the responsibility of the applicant to ensure permit is extended prior to expiration.

C. The maximum size for a construction dumpster placed on a public street shall be 20 cubic yards; however, for "Special Circumstances" properties described in section F, below, the City Engineer or his designee may approve the use of a construction dumpster with up to 30 yards in capacity.

- D. Commercial trailers, construction trailers, construction vehicles, construction equipment, or construction dumpsters that are parked on the street shall not exceed twenty-two (22) feet in length.
- E. From May 1 through September 30, commercial trailers, construction trailers, construction vehicles and construction equipment parked on the street overnight shall only be permitted within the Work Zone adjacent to the Work Site for which a demolition or construction permit is issued, except in Special Circumstances pursuant to sub-section F, below.
- F. Special Circumstances.
- i. Work done at city-owned property, and/or in the course of public projects by the city or other governmental subdivision, or by a public utility shall be exempt from the requirements of this Section.
 - ii. The provisions of this section shall not apply to service vehicles parked in residential areas during the performance of said services.
 - iii. For Work Sites which have limited access (e.g., waterfront or non-alley lots and lots with less than 30' street frontage), and in other situations which may require a specially designated Work Zone (e.g., the use of street ends for barge-based work) or other special parking permission, the Work Zone or other special parking permission shall be determined by the Code Official or their designee.
 - iv. The approval of permits for emergency overnight on-street parking outside of a Work Zone shall require approval by the mayor, or his designee. A permit for emergency overnight parking, outside of a Work Zone may be issued for an exact location, for a maximum of thirty (30) days. The designation of an emergency shall be the determination of the mayor, or his designee.
 - v. Work Sites from and including the intersection of 5th Street and Asbury Avenue to and including the intersection of 14th Street and Asbury Avenue and westward from Asbury Avenue to the alley on corners between 5th Street and 14th Street; and on 8th Street from West Avenue to the boardwalk; nor on 9th Street from the bridge to the boardwalk; and on 10th Street from West Avenue to the boardwalk shall require a specially designated Work Zone, or other special parking permission, the availability and location of which shall be determined by the mayor or his designee.
- G. Every construction dumpster delivered within the City shall be equipped with a cover. Covers must be supplied by the owner or provider of the dumpster. The cover shall be of sufficient size to completely cover the dumpster and shall be capable of attachment thereto. All dumpsters must remain covered when not in use so as to adequately contain all materials.
- Covers shall be made of such durable material as will enable the cover to be secured and to remain in place during transit within and outside the city; and to prevent the spilling or discharge of debris or other materials while being transported from the city to the disposal site to ensure compliance with N.J.S.A. 39:4-77 and N.J.A.C. 7:26-3.4(i).
- H. To warn the operators of vehicles of the presence of a traffic hazard requiring the exercise of unusual care, any box, device, roll-off dumpster, or roll-off container parked on or along any street within the City of Ocean City shall be equipped with reflective panels. These panels shall be mounted at the edge of the box or device at both ends nearest the path of passing vehicles and facing the direction of oncoming traffic.
- I. The owner or provider of a dumpster shall ensure that public streets are protected during the delivery, loading, and unloading of said dumpster. Every construction dumpster placed on a public street shall have wood or similar material under each roller or contact point with the street, so as to prevent unnecessary damage.
- J. No construction materials or portable toilets shall be placed or stored in a Work Zone in the public right-of-way. Construction materials and portable toilets must be stored on the Work Site.
- K. No portable storage unit shall be stored on any street or within the public right-of-way in any zone.
- L. Commercial trailers, construction trailers, construction vehicles, construction equipment, or construction dumpsters shall be promptly moved or removed from public property upon the direction of the mayor, Code Official, or their designee.

§ 23-5.2 Damage to Public Sidewalks and/or Streets.

[Ord. #1182, § 7-1.2]

Following construction of any improvement, no occupancy permit for any use shall be issued until the Construction Official certifies that all streets and public sidewalks abutting the subject property are in good repair and free from any construction-related damage.

§ 23-5.3 Construction Fencing.

[Ord. #1182, § 7-1.3]

- a. Every construction site, for new development or projects requiring the issuance of a Certificate of Occupancy, shall maintain, throughout the duration of demolition and construction, a temporary physical barrier, made of plywood or silt fence, at least two (2) feet in height measured from grade, around the entire construction site or disturbance. The fence may allow egress and ingress to the front or rear (on alley lots) of the site.
- b. Excavations for below grade improvements, including foundation and swimming pool installations, shall be adequately fenced or barricaded until such time as approved permanent fences and/or barriers are installed.

§ 23-5.4 Demolition Debris.

[Ord. #1182, § 7-1.4]

DELETED

§ 23-5.5 Construction Deliveries.

[Ord. #1182, § 7-1.5]

DELETED

§ 23-5.6 Movement or Relocation of Structures.

[Ord. #1182, § 7-1.6]

Any movement or relocation of a structure requiring use of the streets of Ocean City shall be required to have an approved schedule and route in a written permit issued by the City Engineer's Office. Upon application for such a permit, the applicant shall file a moving plan and schedule. Said plan shall be reviewed by the City Engineer for routing and by the Chief of Police for traffic scheduling. The plan shall be submitted at least seven (7) days prior to the actual move. In no case shall any structure be moved on Saturdays or Sundays. No movement or relocation shall be permitted between Memorial Day and Labor Day except in case of emergency.

§ 23-5.7 Driving Pilings.

See section § 12-8

§ 23-5.8 Violations; Penalties

Every person convicted of a violation of this section shall be liable for penalty not to exceed one thousand dollars (\$1,000) for each offense. Each day of continuing violation shall be a separate offense and shall be punishable as a separate offense.

SECTION 3.

Number 6, of § 30-1.2. "Schedule B: Miscellaneous Licenses, Permits and Registrations" in Chapter XXX, "Municipal Fees" is hereby revised to read as follows:

§ 30-1.2. Schedule B: Miscellaneous Licenses, Permits and Registrations.

Construction Dumpsters; Permit for Overnight Street Parking
[Amended 5-27-2021 by Ord. No. 21-17]

A separate fee shall be charged for each construction dumpster parked on the street overnight.

Unmetered parking permit (the size of un-metered space shall not exceed 22 feet)	\$75.00 per space per 30-day period, or portion thereof
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Metered parking permit: (parking meters are effective May 1st and shall remain in effect no later than October 31st of each year)	\$300.00 per space per 30-day period, or portion thereof
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Permits may be issued for a maximum period of 180 days for un-metered parking spaces, and 30 days for metered parking spaces. If additional time is required, a new application shall be submitted 10 days prior to expiration of the existing permit. Fee shall be \$100.00 per additional extension of 30 days, or portion thereof.

SECTION 4.

Section 7-3, "PARKING", Chapter VII, "Traffic" is hereby revised to read as follows:

§ 7-3.8 Parking of Trucks; Provisions and Prohibitions.

- a. No vehicle, as defined in N.J.S.A. 39:1-1 et seq., exceeding twenty-two (22') feet in length, or commercial vehicle likewise defined in N.J.S.A. 39:1-1 et seq. weighing more than ten thousand (10,000) pounds GVWR shall be permitted to be parked upon any street, alley or right-of-way at any time within the City of Ocean City.
- b. Vehicles not exceeding twenty-two (22') feet in length and not weighing more than ten thousand (10,000) pounds GVWR may park upon the street, alley or right-of way in Ocean City only in accordance with §4-32 and §23-501 of these Revised General Ordinances.

SECTION 5.

Chapter 4, Section 4-17.10, "Construction Debris and Material" is hereby deleted. Its provisions have been incorporated into §23-1.1(g) and §23-5.1 H.

SECTION 6.

Chapter 23, Section 23-1 formerly reserved shall now be entitled "Construction Site Requirements" of the General Ordinances of the City of Ocean City is hereby adopted with complete text as follows:

§ 23-1 Construction Site Maintenance

§ 23-1.1 General

- a. All construction sites and adjoining properties, public or private, shall be maintained free from accumulations of debris, trash, scraps, trimmings, saw dust, micro-plastics, and any material that may pose a hazard or nuisance to the public.
- b. Construction sites shall be maintained free from weeds, brush, overgrowth and dead or dying trees or vegetation until such time as permanent landscaping is completed in compliance with 25-1700.25
- c. Construction sites shall be secured at all times so as to prevent entry or attractive nuisance.
- d. Proper surface grading shall be maintained throughout the duration of construction, so as to promote proper drainage and prevent the collection of standing water, until such time as the approved finished grade is achieved. Drainage shall not negatively impact adjacent properties
- e. Proper Sediment catchment is required to prevent erosion and prohibit suspended solids from depositing in public drainage way and municipal storm sewer system.

- f. Subdivisions, Site Plan Applications, and other projects and development applications requiring maintenance guarantees or performance guarantees pursuant to 40:55D-1 et seq. shall maintain the entire site or subdivision in compliance with § 25-1600.7.1.
- g. It shall be unlawful for any contractor, builder, or other person performing any construction upon any property in the City of Ocean City to permit any construction debris material to remain on the property or any adjoining property unless such debris is contained within a crate, box or similar device approved by the Enforcing Official. The box or device shall be large enough to contain all construction material and debris and shall be removed and emptied at regular intervals by the contractor, builder or other person performing the construction work so as not to allow it to remain on the premises for unreasonable periods of time.

§ 23-1.2 Sidewalk Maintenance

- a. Throughout the duration of any construction project, the contractor or property owner shall maintain sidewalks and curbs located in the public right of way in a safely passable condition for pedestrian traffic.
- b. Sawing, cutting, or otherwise performing construction activities on the public sidewalk is prohibited. Construction work must be contained on the subject site.
- c. Any partially demolished or removed portion of sidewalk or curb caused by damages from demolition or construction activity, or to provide for the installation of underground utilities, shall require the installation and maintenance of an adequate temporary walking surface. Temporary walking surfaces shall:
 - 1. be made from compactable material, so as to provide a firm, safe, and level walking surface
 - 2. be maintained free from potential tripping hazards
 - 3. be no less than 36 inches (3 feet) wide
 - 4. have a cross-slope not to exceed 2% (1:48)
 - 5. Time frame. Temporary sidewalks must be permanently restored within 6 months.
 - 6. Complete demolition or removal of entire sidewalk or curb shall be replaced within forty-eight (48) hours
 - 7. Permanent curb and sidewalk construction shall comply with 17-2

23-1.3 Dust Control

- a. All construction-related activities shall employ effective dust control measures to prevent the emission of sawdust, sanding dust, fiberglass dust, micro-plastics, and any other material or particulate matter.
- b. Contractors shall utilize adequate containment methods to manage dust, debris, and construction materials generated during construction activities.
- c. All particulate material shall be contained on the subject site and cleaned up at the end of each working day.
- d. Cutting of masonry material shall require wetting of the material

23-1.4 Prohibition on Storm Drain Disposal

Contractors are strictly prohibited from depositing debris, dust, or plastic contaminants into streets and/or storm drains. All contractors must dispose of waste materials properly in accordance with existing municipal waste disposal regulations.

23-1.5 Dewatering

- a. The removal of surface water and/or ground water for construction of below-grade improvements, including foundations and swimming pools, shall not create a public nuisance.
- b. Ground water shall not be discharged into the sanitary sewer. Uncontaminated ground water shall be discharged into the municipal storm sewer system.
- c. Proper Sediment catchment is required to prevent any suspended solids from depositing in public drainage way and municipal storm sewer system.
- d. Equipment: including pumps, drainage lines, and sediment catchment devices shall not impede any part of the public right of way and shall not impede pedestrian or vehicular traffic or parking.

- e. Dewatering for in-ground swimming pools is prohibited from July 1st through August 31st.
- f. Dewatering activities shall not exceed thirty (30) days.

SECTION 7.

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

SECTION 8.

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 9.

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

Jay A. Gillian, Mayor

Terry Crowley, Jr., Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 17th day of July, 2025 and was taken up for a second reading and final passage at a meeting of said Council held on the 7th day of August, 2025 in Council Chambers, City Hall, Ocean City, New Jersey, at six o'clock in the evening.



Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-449

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
ACT ENGINEERS, INC. FOR PREPARATION OF BID PLANS AND
SPECIFICATIONS FOR PROPOSED DRAINAGE IMPROVEMENTS AT BRITTANY
DRIVE

WHEREAS, the City of Ocean City requires professional engineering services to prepare bid plans and specifications for proposed drainage improvements at Brittany Drive; and

WHEREAS, ACT Engineers, Inc. has previously performed similar services and is determined to have the necessary expertise to perform these services; 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 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, 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; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend the award of a professional service contract ACT Engineers, Inc. for Preparation of bid plans and specifications for proposed drainage improvements at Brittany Drive; 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 preparation of bid plans and specifications for proposed drainage improvements at Brittany Drive as follows:

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Task 1 – Bid Plans and Specifications.....	\$19,700.00
2.	Task 2 – Project Management.....	\$5,000.00
3.	Task 3 – Reimbursable Expenses.....	\$1,000.00
Total Amount for Items 1-3.....		\$25,700.00
4.	A copy of the Business Entity Certification and the Business Registration Certificate (BRC) will be on file with the Purchasing Division.	
5.	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.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION
No. 25-62-449

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 ACT Engineers, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and \$25,700.00 shall be charged to Capital Account #C-04-55-327-101 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS 2025 Brittany Drive ACT.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

July 18, 2025
Via email

Mr. George Savastano
Business Administrator
The City of Ocean City
City Hall
861 Asbury Avenue
Ocean City, NJ 08226

**Re: Brittany Drive Bid Plans and Specifications
Ocean City New Jersey
ACT Proposal No. P25198**

Dear Mr. Savastano:

ACT Engineers Inc. (ACT) is pleased to provide this proposal for the Engineering Services required to prepare bid plans, specifications and an engineer's estimate for the proposed drainage improvements at Brittany Drive in Ocean City. The proposed improvements are generally reflected on the permit plans previously prepared by ACT.

ACT proposes to provide the following services to advance your project goals.

Task 1 Bid Plans and Specifications

ACT will prepare bid plans, specifications and an engineer's cost estimate for the project. The permit plan will be expanded to include construction notes and details as necessary to convey the construction requirements for this project.

Bid specifications will be prepared for the project including a bid item inventory and technical specifications for proposed construction items. The specifications will be prepared in the City's preferred format. The City shall provide ACT with the current front-end specifications for inclusion in the project specifications.

An engineer's estimate will be prepared for the project based upon the scope of work reflected on our plans and specifications.

ACT will provide electronic versions of the final plans, specifications and engineer's estimate for the City's use in bidding the project.

Budget \$19,700.00

Task 2 Project Management

ACT will schedule and attend meetings, including virtual meetings, with the City and others as necessary to complete the project. This task also includes emails, phone calls and conferences with the City and others during the course of the project.

Budget \$5,000.00

Task 3 Reimbursable Expenses

Reimbursable expenses (printing, mileage, postage, etc.) will be invoiced in accordance with our fee schedule. A budget amount has been provided for these services.

Budget \$1,000.00

Total Estimate \$25,700.00

Exclusions

The following services are not included but, if required by the City or other regulatory agencies, or if warranted as a result of site conditions not known at this time, a supplementary proposal will be provided to you accordingly:

1. Engineering services during bidding and/or construction
2. Construction stakeout
3. Geotechnical Engineering
4. Any service not specifically described above

Time for Completion:

ACT Engineers, Inc. has attempted to include all work necessary to complete the project plans, specifications and engineer's estimate. Any work not specifically mentioned above, made necessary by governmental or regulatory agencies, site conditions or any other reasons shall be considered extra work and will be completed upon acceptance of a separate written proposal.

ACT Engineers, Inc. appreciates the opportunity to submit this proposal. If this proposal is acceptable ACT agrees to enter a mutually agreeable contract. If you need any further information, please do not hesitate to contact me.

Sincerely,



Eric B. Rosina
President

Enclosed: 2025 Rates and Charges for Professional Services



SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES
YEAR 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
• Principal, PIX	\$ 255
• Program Manager, PVIII	\$ 245
• Managing Professional, PVII	\$ 237
• Senior Project Professional, PVI	\$ 215
• Project Professional, PV	\$ 204
• Sr. Staff Technical Representative, PIV	\$ 193
• Staff Technical Representative, PIII	\$ 185
• Senior Technician, PII	\$ 180
• Staff Engineer, PI	\$ 171
• Senior Construction Inspector ETV	\$ 171
• Designer, ETIV	\$ 159
• Construction Inspector, ETIII	\$ 149
• Technician, ETII	\$ 127
• Administrative Support, CL	\$ 116
• Survey Crew	\$ 269
• Survey Party Chief, ETIV	\$ 165
• Survey Technician, ETIII	\$ 138
• Surveying Aide, ETI	\$ 116

Compensation for expenses and other charges shall be as follows:

Truck	\$150/day up to 100 mi then current federal rate for miles over 100
Support Boat / 3D Scanner	\$500/day
Boat or R/C Hydro Survey Vessel	\$200/day
Rentals, Subcontractors, and Bulk Reproduction	Cost + 15%
VibeCore® Sampling Equipment	\$200/day + \$30/sample

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-450

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
ACT ENGINEERS, INC. FOR 2025 DREDGE PROGRAM DESIGN

WHEREAS, the City of Ocean City requires professional engineering services to coordinate and plan the proper permitting and management of the 2025 Dredge Program for various waterways, lagoons and harbors surrounding the City of Ocean City; and

WHEREAS, ACT Engineers, Inc. has previously performed similar services and is determined to have the necessary expertise to perform these services; 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 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, 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; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., 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 2025 Dredge Program Design; 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 2025 Dredge Program Design as follows:

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Task 1 - 2025 Dredge Program Design.....	\$24,500.00
2.	Task 2 - Public Outreach / Community Engagement.....	\$11,500.00
3.	Task 3 - Project Management.....	\$5,500.00
Total Amount for Items 1-3.....		\$41,500.00
4.	A copy of the Business Entity Certification and the Business Registration Certificate (BRC) will be on file with the Purchasing Division.	
5.	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.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-450

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 ACT Engineers, Inc., 1 Washington Boulevard, Suite 3, Robbinsville, NJ 08691 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and \$41,500.00 shall be charged to Capital Account #C-04-55-331-010 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS 2025 Dredging Program Design ACT.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

July 18, 2025
Via email

Mr. George Savastano
Business Administrator
The City of Ocean City
City Hall
861 Asbury Avenue
Ocean City, NJ 08226

**Re: 2025 Dredge Design
Ocean City New Jersey
ACT Proposal No. P25197**

Dear Mr. Savastano:

ACT Engineers is pleased to provide an estimate for the anticipated 2024 maintenance dredge program. This proposal is the result of discussions with the City regarding anticipated scope focusing on Carnival Bayou, Venetian Bayou, and the entrance to South Harbor with a focus on public outreach to encourage private dredging along the bayfront areas. We appreciate the City's continued confidence in the ACT Team to implement these programs.

Task 1 2025 Dredge Program Design

It is currently anticipated that the 2025 dredge program will include a mechanical dredge program. It is anticipated that mechanical dredge operations will utilize the Rt 52 CDF barge landing area and possibly street ends for material transport from the City. It is anticipated that the program will maintain the navigational waterways and will consist of approximately 22,000-30,000 CY. Included within this task is the analysis of the annual bathymetric survey data, development of recovery dredge prism plans and quantity determinations with associated specifications, attendance at pre-bid and pre-construction meetings and preparation of any required addenda.

Budget \$24,500

Task 2 Public Outreach/Community Engagement

Included within this task is the continued public outreach efforts with the community, public officials, and regional, state and federal regulatory agencies as required to regularly update and inform of water maintenance activities. In addition, this task includes focused coordination with bay front property owners regarding dredging requirements and opportunities under the City's comprehensive City-wide dredge permits. Additional coordination with the Office of Maritime Resources to potentially include additional state channels within the program will be completed within this task.

Budget \$11,500

Task 3 Project Management

Included within this task is project management with on-site contractors, City officials, regulatory and funding agencies, including the development of pre- and post-dredge surveys as required for contract progress and close out reporting.

Budget \$5,500

Total Estimate	\$41,500
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Assumptions

- 1. A single bid package will be prepared to cover all areas with mechanical dredging.
- 2. All material removed as part of the mechanical program will be handled through the Rt. 52 CDF or City approved street ends as needed.

Time for Completion:

This proposal shall be valid for a period of 90 days. Upon written authorization ACT will mobilize its personnel and equipment within 15 working days of the notice to proceed. Barring any unforeseen weather-related delays or delays receiving items to be provided by the client this project will be completed within permit time frames.

ACT Engineers, Inc. has attempted to include all work necessary to complete a project of this type. However, this does not guarantee approval or acceptance by the reviewing authorities. ACT proposes to complete this project on a time and materials basis. Any work not specifically mentioned above, made necessary by governmental or regulatory agencies, site conditions or any other reasons shall be considered extra work and will be completed upon acceptance of a written proposal.

ACT Engineers, Inc. appreciates the opportunity to submit this proposal. If this proposal is acceptable ACT agrees to enter a mutually agreeable contract. If you need any further information, please do not hesitate to contact me.

Sincerely,



Eric B. Rosina
President

Enclosed: 2025 Rates and Charges for Professional Services

SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES
YEAR 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
• Principal, PIX	\$ 255
• Program Manager, PVIII	\$ 245
• Managing Professional, PVII	\$ 237
• Senior Project Professional, PVI	\$ 215
• Project Professional, PV	\$ 204
• Sr. Staff Technical Representative, PIV	\$ 193
• Staff Technical Representative, PIII	\$ 185
• Senior Technician, PII	\$ 180
• Staff Engineer, PI	\$ 171
• Senior Construction Inspector ETV	\$ 171
• Designer, ETIV	\$ 159
• Construction Inspector, ETIII	\$ 149
• Technician, ETII	\$ 127
• Administrative Support, CL	\$ 116
• Survey Crew	\$ 269
• Survey Party Chief, ETIV	\$ 165
• Survey Technician, ETIII	\$ 138
• Surveying Aide, ETI	\$ 116

Compensation for expenses and other charges shall be as follows:

Truck	\$150/day up to 100 mi then current federal rate for miles over 100
Support Boat / 3D Scanner	\$500/day
Boat or R/C Hydro Survey Vessel	\$200/day
Rentals, Subcontractors, and Bulk Reproduction	Cost + 15%
VibeCore® Sampling Equipment	\$200/day + \$30/sample

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-451

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
ENGINEERING DESIGN ASSOCIATES, P.A. (EDA) FOR PREPARATION OF PLANS
AND SPECIFICATIONS FOR BOARDWALK LIGHTING 14TH STREET TO 16TH
STREET

WHEREAS, the City of Ocean City requires professional engineering services for Preparation of Plans and Specifications for boardwalk lighting from 14th Street to 16th Street; and

WHEREAS, Engineering Design Associates, P.A. (EDA) has been deemed qualified to perform these services for the City of Ocean City; and

WHEREAS, a contract for Professional Services with Engineering Design Associates, P.A. (EDA) 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, Engineering Design Associates, P.A. (EDA) has completed and submitted a Business Entity Disclosure Certification which certifies that Engineering Design Associates, P.A. (EDA) has not made any reportable contribution to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one-year period, and that the contract will prohibit Engineering Design Associates, P.A. (EDA) from making any reportable contributions through the term of the contract; and

WHEREAS, Engineering Design Associates, P.A. (EDA) 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, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for the City prior to the issuance of a purchase order therefor; and

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr. QPA, City Purchasing Manager have reviewed the proposal and recommend that a professional services contract be awarded to Engineering Design Associates, P.A. (EDA); 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 **Engineering Design Associates, P.A. (EDA), 5 Cambridge Drive, Ocean View, NJ 08230**, for Preparation of Plans and Specifications for Boardwalk Lighting 14th to 16th Street:

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Construction Specifications & Photometric Plans.....	\$4,500.00
Total Amount for Engineering, Surveying & Architectural Services.....		\$4,500.00
2.	The term of this contract shall be for one (1) year beginning on the date of adoption hereof or upon the completion of the prescribed work.	
3.	A copy of the Business Entity Certification and the Business Registration Certificate (BRC) will be on file with the Purchasing Division.	
4.	A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION
No. 25-62-451

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 Engineering Design Associates, P.A. (EDA), 5 Cambridge Drive, Ocean View, NJ 08230 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and \$4,500.00 shall be charged to Capital Account #C-04-55-334-404 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS EDA Boardwalk Lighting.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk



May 28, 2025

VIA EMAIL

City of Ocean City
115 E. 12th Street
Ocean City, New Jersey 08226

ATTN: Vincent Beikier, Director of Operations & Engineering

**Re: Proposal for Boardwalk Lighting
 14th Street to 16th Street
 Ocean City, Cape May County, New Jersey**

Dear Vince:

In accordance with your request, I am pleased to offer the following proposal for the above referenced project.

Project Description

The City of Ocean City would like to provide lighting along the Boardwalk from 14th Street to 16th Street.

Scope of Services

- I. Provide construction specifications
 for lighting fixtures.
- II. Provide photometric plan for lighting fixtures.

TOTAL TO PERFORM ABOVE SERVICES

\$ 4,500.00

Should you have any questions, or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

Vincent C. Orlando, P.E., P.P.

For **ENGINEERING DESIGN ASSOCIATES**

VCO/km

Cambridge Professional Offices

5 Cambridge Drive, Ocean View, New Jersey 08230

PHONE: (609) 390-0332 • FAX: (609) 390-9204

Final/Proposals//2025/OceanCity/BoardwalkLighting

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-452

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
WILLIAM MCLEES ARCHITECTURE, LLC FOR ARCHITECTURAL SERVICES
FOR THE DEVELOPMENT OF EGRESS PLANS FOR THE MUSIC PIER

WHEREAS, the City of Ocean City requires professional engineering services for architectural services for the development of Egress Plans for the Music Pier; and

WHEREAS, William McLees Architecture, LLC has been deemed qualified to perform these services for the City of Ocean City; and

WHEREAS, a contract for Professional Services with William McLees Architecture, LLC 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, William McLees Architecture, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that William McLees Architecture, LLC has not made any reportable contribution to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one-year period, and that the contract will prohibit William McLees Architecture, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, William McLees Architecture, LLC 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, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for the City prior to the issuance of a purchase order therefor; and

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Capital Program, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr. QPA, City Purchasing Manager have reviewed the proposal and recommend that a professional services contract be awarded to William McLees Architecture, LLC; 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 **William McLees Architecture, LLC, 5 MacArthur Boulevard, Somers Point, NJ 08244** for architectural services for the development of Egress Plans for the Music Pier as follows:

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Architectural Services for Occupancy/Egress Analysis.....	\$12,000.00
Total Amount for Architectural Services.....		\$12,000.00
2.	The term of this contract shall be for one (1) year beginning on the date of adoption hereof or upon the completion of the prescribed work.	
3.	A copy of the Business Entity Certification and the Business Registration Certificate (BRC) will be on file with the Purchasing Division.	
4.	A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-452

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 William McLees Architecture, LLC, 5 MacArthur Boulevard, Somers Point, NJ 08244 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-326-307 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS 2025 McLees Music Pier.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk



william mclees
architecture

June 10, 2025

Ms. Rachel Ballezzi

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

RE: PROPOSAL FOR ARCHITECTURAL SERVICES
Occupancy/Egress Analysis- Music Pier

Dear Rachel:

Thank you for the opportunity to submit our proposal for architectural analysis services for the existing Music Pier on the Boardwalk in Ocean City. Our services in this proposal include analysis of the existing building and the various seating arrangements utilized at the facility in order to develop egress plans validating the safe exit capacity of the building for a variety of functions. We will document our analysis such that the City may respond to requests from the Department of Community Affairs Division of Fire Safety for the same documentation. I would suggest that upon your review of the enclosed we meet to review the scope together to confirm we are addressing all of your needs. In order to proceed we simply require a signed copy of this proposal.

Thank you for the opportunity to submit our proposal, I look forward to working with the city of Ocean City once again to see this project to a successful completion.

Kind Regards,

William C. McLees, AIA, LEED AP
principal

1. Project Summary & Scope of Work

The work includes the analysis of the existing building and the various seating arrangements utilized at the facility in order to develop egress plans validating the safe exit capacity of the building for a variety of functions. We will document our analysis such that the City may respond to requests from the Department of Community Affairs Division of Fire Safety for the same documentation.

2. Professional Services

2.1. Architectural Analysis

The Architect shall review the documentation from NJ DCA Fire Safety, and other pertinent information supplied by the Owner and shall review laws, codes and regulations as they may apply to the project scope. The Architect shall prepare a preliminary evaluation of the aforementioned project information, each in terms of the other, and will identify any potential conflicts and/or additional services which may be required for the successful completion of the Work.

Based on the project information as provided above, the Architect will prepare and submit for Owner's review preliminary evaluations of the existing building, exit components, and capacities with regard to the current building code requirements for safe egress. Egress plan documents will be prepared, indicating total occupant load based on a variety of seating/function arrangements, exit locations and capacities and maximum travel distances in each scenario.

The completed work product will be circulated with the City and NJ DCA Fire Safety for review and comment prior to finalizing the analysis and operations plans for the facility.

2 Compensation, Terms & Conditions

3.1 Fee Schedule

For the above mentioned scope of work, **william mclees** architecture proposes a fixed fee of TWELVE THOUSAND DOLLARS (\$12,000) to be invoiced monthly through completion of work.

In order to proceed, please provide a signed copy of this proposal.

3.2 Reimbursable Expenses

Reimbursable expenses shall be invoiced in addition to the above noted fee at a rate of 1.1 times direct expense. Reimbursable expenses may include the following:

- Printing and Postage costs
- Photocopies

3.3 Exceptions

The following items and services are not included within the scope of this proposal, but may be provided with a commensurate adjustment in fee:

- Critical Path sequencing and scheduling
- The Architect is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
- Hazardous materials investigation and/or removal.
- Hydraulically designed or calculated fire suppression systems.
- Operating/lifecycle cost analysis.
- Design scope changes or schematic changes after schematic design approval.
- Value-Engineering plan revisions after completion of construction documents.
- Exhibit Design

3.4 Authorization/Notice to Proceed

The undersigned Parties acknowledge and agree to the above mentioned terms and conditions of this proposal in its entirety

Mr. Rachel Ballezzi
City of Ocean City

Date William C. McLees, AIA Date
Principal, William McLees Architecture, LLC

Appendix 'A' - Terms and Conditions

- 4.1 This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, **william mclees architecture (WMA)** reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
- 4.2 Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.
- 4.3 Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.
- 4.4 The Architect reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
- 4.5 Either party may terminate this Agreement with (5) days prior notice. Architect shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. The Architect reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
- 4.6 Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, The Architect will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
- 4.7 Owner and Architect acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.
- 4.8 **INSURANCE:** WMA shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect WMA from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of WMA's services under this Agreement, and from claims under the Workers' Compensation Acts. WMA shall, if requested in writing, provide certificates confirming such insurance to CLIENT.
- 4.9 **INDEMNIFICATIONS:** WMA agrees to indemnify CLIENT for damages arising out of the performance of services under this Agreement, but solely to the extent directly caused by WMA's negligent acts, errors or omissions.
- 4.10 **LIMITATION OF LIABILITY:** WMA and CLIENT agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of WMA, its consultants and their agents, servants and/or employees, for all injuries, claimed, including damages to the Project itself (losses, expenses or claims whatsoever related to services provided by WMA or its consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever) shall not exceed the lesser amount of either five times the fees paid or due WMA under this Agreement, or the total amount of any available professional liability insurance for the WMA at the time that the claim is resolved either by settlement, arbitration award or final judgment. CLIENT shall require the same limitation from the Owner. Any errors or omissions from our design documents will be corrected as revisions to the documents. WMA shall not be liable for any additional project costs incurred as a result of these omissions. Any additional work that is required as a result of local code official preferences that is not clearly defined by the applicable codes shall not be considered a negligent act, error or omission, and may result in additional design fees for revisions. WMA shall not [a] be responsible for any acts or omissions of any Contractor or any entity performing any portions of the Project work, including their agents or employees, [b] nor be responsible for any Contractors' failure to perform their work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations
- 4.11 **PROTOTYPE DESIGN LIMITATION OF LIABILITY:** If provided in the Proposal, CLIENT may reuse the Documents prepared by WMA under this Agreement at other sites. In recognition of the risks to WMA, if CLIENT decides that WMA not provide construction phase services with any reuse, CLIENT waives all claims against WMA that might be contributed to or caused in any way by the reuse of WMA's Documents or by WMA's exclusion from the construction phase, and CLIENT must obtain the Owner's agreement in writing to the same waiver otherwise the Documents may not be used in any way.

- 4.12 **CHANGE OF SCOPE:** If, during the term of this **Agreement**, circumstances or conditions that were not originally contemplated by or known to **WMA** are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this **Agreement**, **WMA** may call for renegotiation of appropriate portions of this **Agreement**. **WMA** shall notify **CLIENT** of the circumstances or conditions necessitating renegotiation, and **WMA** and **CLIENT** shall promptly and in good faith enter into renegotiation of this **Agreement** to address the issues. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this **Agreement**, in accordance with the Termination provision hereof.
- 4.13 **TERMINATION:** If either **CLIENT** or **WMA** desires to terminate this **Agreement** pursuant to or based upon reasons or provisions set forth in either the **Proposal** or these Terms and Conditions (Exhibit A), or as a result of any material breach of this **Agreement**, then said party shall furnish written notice to the other party specifying, in detail, the reasons for such termination. Further, that notice shall give the other party seven (7) days in which to either [a] cure any basis for such termination or [b] provide for and start to implement a course of action that shall reasonably eliminate and cure the basis for such threatened termination. If such cure causes increased costs to the party issuing the termination notice, a reasonable procedure to compensate the injured party for the damages arising from the cause must also be established. If such actions are either not taken or are not acceptable to the party giving the notice, then three (3) days, after receipt of a second written notice specifying the reason for such termination and a response to the proposed cure, the termination shall become effective, unless previously eliminated. In the case of a termination, **WMA** shall be paid for that work that has been properly performed to date of the termination. The termination shall not affect either party's rights to all other damages and causes of action, including equitable and injunctive remedies, which might otherwise exist or be permitted by this **Agreement**. In the event that this **Agreement** and the right of **WMA** is terminated without cause or improperly, then **WMA** shall be entitled to all costs to date, and to all liabilities it may have incurred to others, as well as legal fees and lost profit. The rights of indemnification, where so specified, shall continue.
- 4.14 **Documents Sealed "For Construction Only":** "WMA shall have no liability whatsoever for errors, omissions, and/or inconsistencies of the drawings, specifications or other documents provided for under this agreement until such documents are sealed by **WMA** and stamped "For Construction" and have been stamped and approved by all relevant building department officials, and all payments due to **WMA** are paid in full".
- 4.15 **No Deduction or Retainage of WMA's Bills:** "It is expressly understood that there shall be no retainage or deduction from **WMA's** bills pursuant to this agreement. As such, deduction or retainage of **WMA's** bills shall be considered material breach of contract, and may be cause for termination of this agreement. The **Owner** agrees to waive delay claims associated with termination for nonpayment of fee".
- 4.16 **Corrective Action Fund:** "It is further agreed that the **Owner** shall establish a Corrective Action (Design Deficiency) Fund which shall be transferred to the Common Interest Ownership Association in exchange for the Association's commitment to waive claims against **WMA**. The **Owner** agrees to indemnify, defend, and hold **WMA** harmless for claims arising from Common Interest Ownership Association asserted claims. This also includes any claim asserted by an individual owner".
- 4.17 **Betterment(Corrective Action):** "If, due to **WMA's** negligence, a required item or component of the Project is omitted from the construction documents, **WMA** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **WMA** be responsible for any cost or expense that constitutes a betterment or added value to the Project".

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-453

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
WILLIAM MCLEES ARCHITECTURE, LLC FOR THE ARCHITECTURAL DESIGN
OF THE NEW 34TH STREET RECREATIONAL COMPLEX

WHEREAS, the City of Ocean City requires professional engineering services for the Architectural Design of the New 34th Street Recreational Complex; and

WHEREAS, William McLees Architecture, LLC has been deemed qualified to perform these services for the City of Ocean City; and

WHEREAS, a contract for Professional Services with William McLees Architecture, LLC 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, William McLees Architecture, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that William McLees Architecture, LLC has not made any reportable contribution to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one-year period, and that the contract will prohibit William McLees Architecture, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, William McLees Architecture, LLC 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, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for the City prior to the issuance of a purchase order therefor; and

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr. QPA, City Purchasing Manager have reviewed the proposal and recommend that a professional services contract be awarded to William McLees Architecture, LLC; 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 **William McLees Architecture, LLC, 5 MacArthur Boulevard, Somers Point, NJ 08244**, for the Architectural Design of the New 34th Street Recreational Complex:

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Schematic Design / Regulatory.....	\$36,000.00
2.	Design Development.....	\$29,500.00
3.	Construction Documents.....	\$70,000.00
4.	Bid Assistance.....	\$5,500.00
5.	Construction Administration.....	\$18,000.00
6.	Reimbursable Expenses.....	\$15,000.00
Total Amount for Architectural Services.....		\$174,000.00
2.	The term of this contract shall be for one (1) year beginning on the date of adoption hereof or upon the completion of the prescribed work.	
3.	A copy of the Business Entity Certification and the Business Registration Certificate (BRC) will be on file with the Purchasing Division.	
4.	A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION
No. 25-62-453

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 William McLees Architecture, LLC, 5 MacArthur Boulevard, Somers Point, NJ 08244 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and \$174,000.00 shall be charged to Capital Account #C-04-55-334-408 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

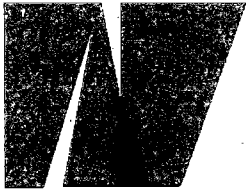
Terry Crowley, Jr.
Council President

Files: RPS McLees 34th St. Park.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk



william mclees
architecture

August 4, 2025

Mr. Vince Bekier
City of Ocean City
115 12th Street
Ocean City, NJ 08226

RE: PROPOSAL FOR ARCHITECTURAL SERVICES
New Park Facilities- 34th Street Park

Dear Vince:

Thank you for the opportunity to submit our proposal for comprehensive design services for the design of the new park facilities to be designed and constructed at the 34th Street park in Ocean City. Our services in this proposal include design services for the completion of the scope of discussed in our meetings and reflected in the attached concept plans. Design services will include structural, mechanical, plumbing, fire suppression and electrical design in addition to architectural design services. It is our understanding that EDA has been retained for civil engineering services. Plans will be completed for use in obtaining regulatory approvals, pricing, building permit and construction of the new facilities. I would suggest that upon your review of the enclosed we meet to review the scope together to confirm we are addressing all of your needs. In order to proceed we simply require a signed copy of this proposal.

Thank you for the opportunity to submit our proposal, I look forward to working with City of Ocean City once again to see this to a successful completion.

Kind Regards,

William C. McLees, AIA, LEED AP
principal

5 MacArthur Blvd
Somers Point, NJ 08244
www.wmarch.net
609.927.0888

1. Project Summary & Scope of Work

The work includes the design of the following new structures for the park in accordance with the concept plan previously prepared:

- New Recreation Building: 3,600 SF single story with Recreation Offices, Restrooms and enclosed storage/garage space
- New Covered Pavilion: 1,500 SF outdoor covered gathering space
- New park entry arch, signage ornamental fence
- New typical gazebo structure to be located at various points within the park

2. Professional Services

2.1. Schematic Design

The Architect shall review the program, budget, and other pertinent information supplied by the Owner and shall review laws, codes and regulations as they may apply to the project scope. The architect shall prepare a preliminary evaluation of the aforementioned project information, each in terms of the other, and will identify any potential conflicts and/or additional services which may be required for the successful completion of the Work.

Based on the project information as provided by the Owner, the Architect will prepare and submit for Owner's review preliminary project design solution alternatives, illustrating the scale and relationship of the project components.

Based on the Owner's comments and input, the Architect shall prepare schematic design documents of the project solution, including (as may be applicable), floor plans and preliminary ceiling plans as well as exterior elevations and design study sketches and renderings as the Architect deems appropriate to convey the design solution.

The Architect will consider and incorporate environmentally-sensitive solutions to project orientation, components, systems, and materials as may be practical without substantial impact to the project budget.

2.2. Design Development

Upon Owner Approval of the Schematic Design set, the Architect will proceed with design development documents.

Space allocations will be identified and located in the project design solution.

Foundation and Structural systems will be developed based on the soils information provided obtained via geotechnical investigations provided under this proposal.

Building Systems will be integrated into the architectural design solution for structural frame, mechanical systems, plumbing systems and electrical systems.

Materials and building components will be selected and documented within the plans.

An outline specifications will be prepared for the project for the Owner's review.

At the completion of the design development phase, the design development set, outline specifications and Architect's budget for the Cost of the Work will be submitted to the owner for review and approval.

2.2 Construction Documents

The Architect will visit, measure and verify the existing conditions at the property. The as built conditions will be coordinated with the schematic design set.

Construction documents for permit will be prepared and shall illustrate and describe the further development of the design drawings and shall consist of drawings and specifications setting forth in detail the quality levels of materials, systems and other requirements for the construction of the project scope.

The Architect shall incorporate laws, codes and regulations having jurisdiction into the construction documents.

The Owner and Architect acknowledge that in order to complete the work, the Contractor will be required to provide additional information, such as project data, submittals and shop drawings submitted for the Architect's approval.

2.3 Construction Administration

During construction the Architect shall advise and consult with the Owner only to the extent permitted by the Owner and by this document.

The Architect shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.

The Architect shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work.

TIMING The Architect's construction administration services commence with the Contract Award and end with the approval of the final payment to the Contractor.

SUBMITTALS The Architect shall review the Contractor's submittal schedule, submittals, product data and/or shop drawings and shall not unreasonably delay or withhold approval. The architect shall review submittals, product data and shop drawings for conformance with the information given and the design intent expressed in the Contract Documents.

The Architect will conduct construction phase services in accordance with the responsibilities and authority as outlined in AIA document A201 General Conditions of the Contract for Construction. Unless indicated otherwise herein.

3 Compensation, Terms & Conditions

3.1 Fee Schedule

For the above mentioned scope of work, **william mclees** architecture and its consultants proposes a fixed fee as follows:

DISCIPLINE						SUBTOTAL (DISCIPLINE)
	SCHEMATIC DESIGN/ REGULATORY	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID ASSISTANCE	CONSTRUCTION ADMINISTRATION	
ARCHITECTURE	\$15,000	\$12,000	\$32,000	\$3,000	\$8,500	\$70,500
GEOTECHNICAL	\$5,000	\$0	\$0	\$0	\$0	\$5,000
STRUCTURAL	\$4,500	\$5,000	\$11,500	\$500	\$2,000	\$23,500
MECHANICAL, PLUMBING, ELECTRICAL ENGINEERING	\$6,500	\$7,500	\$16,500	\$1,500	\$6,000	\$38,000
LOW VOLTAGE/SECURITY CONSULT	\$5,000	\$5,000	\$10,000	\$500	\$1,500	\$22,000
SUBTOTAL (PHASE)	\$36,000	\$29,500	\$70,000	\$5,500	\$18,000	
TOTAL FEE						\$159,000
REIMBURSABLE EXPENSES						\$15,000

In order to proceed, please provide a signed copy of this proposal.

3.2 Reimbursable Expenses

Reimbursable expenses shall be invoiced in addition to the above noted fee at a rate of 1.1 times direct expense. Reimbursable expenses may include the following:

- Printing and Postage costs
- Photocopies

3.3 Exceptions

The following items and services are not included within the scope of this proposal, but may be provided with a commensurate adjustment in fee:

- Critical Path sequencing and scheduling
- The Architect is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
- Hazardous materials investigation and/or removal.

william mclees
architecture

OC 34th Street

August 4, 2025

- Hydraulically designed or calculated fire suppression systems.
- Operating/lifecycle cost analysis.
- Design scope changes or schematic changes after schematic design approval.
- Value-Engineering plan revisions after completion of construction documents.
- Exhibit Design

3.4 Authorization/Notice to Proceed

The undersigned Parties acknowledge and agree to the above mentioned terms and conditions of this proposal in its entirety

Mr. Vince Bekier Date
City of Ocean City

William C. McLees, AIA Date
Principal, William McLees Architecture, LLC

william mclees
architecture

OC 34th Street

August 4, 2025

4. Appendix 'A'

WILLIAM MCLEES ARCHITECTURE 2025 HOURLY RATES SCHEDULE

POSITION	RATE
Principal.....	\$300
Project Architect.....	\$180
Project Manager.....	\$150
Designer.....	\$100
CAD/BIM Technician.....	\$ 90
Intern.....	\$ 75
Clerical/Administrative.....	\$ 50

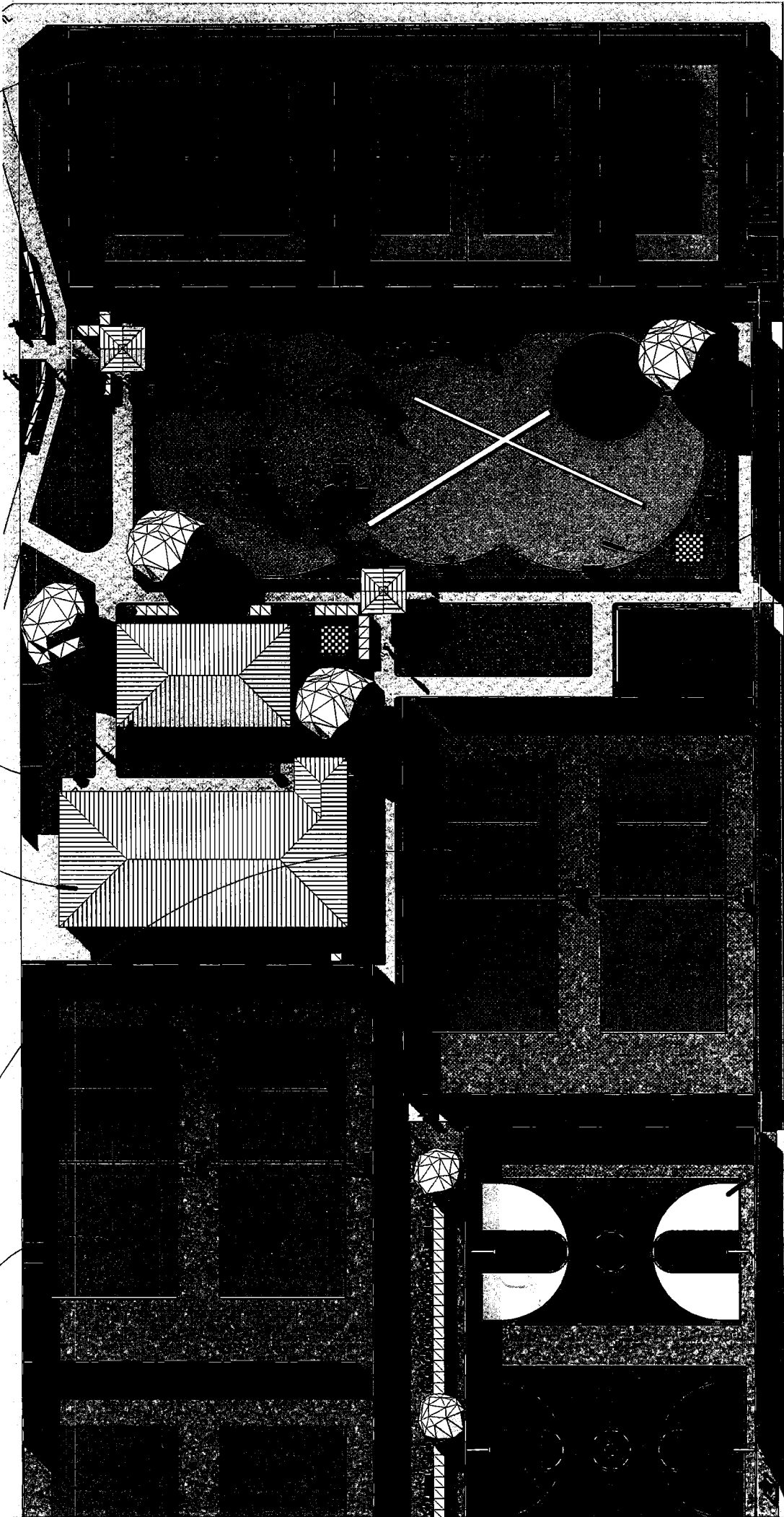
5. Appendix 'B' - Terms and Conditions

- 5.1 This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, **william mclees architecture (WMA)** reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
- 5.2 Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.
- 5.3 Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.
- 5.4 The Architect reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
- 5.5 Either party may terminate this Agreement with (5) days prior notice. Architect shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. The Architect reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
- 5.6 Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, The Architect will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
- 5.7 Owner and Architect acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.
- 5.8 **INSURANCE:** WMA shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect WMA from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of WMA's services under this Agreement, and from claims under the Workers' Compensation Acts. WMA shall, if requested in writing, provide certificates confirming such insurance to CLIENT.
- 5.9 **INDEMNIFICATIONS:** WMA agrees to indemnify CLIENT for damages arising out of the performance of services under this Agreement, but solely to the extent directly caused by WMA's negligent acts, errors or omissions.
- 5.10 **LIMITATION OF LIABILITY:** WMA and CLIENT agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of WMA, its consultants and their agents, servants and/or employees, for all injuries, claimed, including damages to the Project itself (losses, expenses or claims whatsoever related to services provided by WMA or its consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever) shall not exceed the lesser amount of either five times the fees paid or due WMA under this Agreement, or the total amount of any available professional liability insurance for the WMA at the time that the claim is resolved either by settlement, arbitration award or final judgment. CLIENT shall require the same limitation from the Owner. Any errors or omissions from our design documents will be corrected as revisions to the documents. WMA shall not be liable for any additional project costs incurred as a result of these omissions. Any additional work that is required as a result of local code official preferences that is not clearly defined by the applicable codes shall not be considered a negligent act, error or omission, and may result in additional design fees for revisions. WMA shall not [a] be responsible for any acts or omissions of any Contractor or any entity performing any portions of the Project work, including their agents or employees, [b] nor be responsible for any Contractors' failure to perform their work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations

- 5.11 PROTOTYPE DESIGN LIMITATION OF LIABILITY:** If provided in the **Proposal**, **CLIENT** may reuse the **Documents** prepared by **WMA** under this **Agreement** at other sites. In recognition of the risks to **WMA**, if **CLIENT** decides that **WMA** not provide construction phase services with any reuse, **CLIENT** waives all claims against **WMA** that might be contributed to or caused in any way by the reuse of **WMA's Documents** or by **WMA's** exclusion from the construction phase, and **CLIENT** must obtain the Owner's agreement in writing to the same waiver otherwise the **Documents** may not be used in any way.
- 5.12 CHANGE OF SCOPE:** If, during the term of this **Agreement**, circumstances or conditions that were not originally contemplated by or known to **WMA** are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this **Agreement**, **WMA** may call for renegotiation of appropriate portions of this **Agreement**. **WMA** shall notify **CLIENT** of the circumstances or conditions necessitating renegotiation, and **WMA** and **CLIENT** shall promptly and in good faith enter into renegotiation of this **Agreement** to address the issues. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this **Agreement**, in accordance with the Termination provision hereof.
- 5.13 TERMINATION:** If either **CLIENT** or **WMA** desires to terminate this **Agreement** pursuant to or based upon reasons or provisions set forth in either the **Proposal** or these Terms and Conditions (Exhibit A), or as a result of any material breach of this **Agreement**, then said party shall furnish written notice to the other party specifying, in detail, the reasons for such termination. Further, that notice shall give the other party seven (7) days in which to either [a] cure any basis for such termination or [b] provide for and start to implement a course of action that shall reasonably eliminate and cure the basis for such threatened termination. If such cure causes increased costs to the party issuing the termination notice, a reasonable procedure to compensate the injured party for the damages arising from the cause must also be established. If such actions are either not taken or are not acceptable to the party giving the notice, then three (3) days, after receipt of a second written notice specifying the reason for such termination and a response to the proposed cure, the termination shall become effective, unless previously eliminated. In the case of a termination, **WMA** shall be paid for that work that has been properly performed to date of the termination. The termination shall not affect either party's rights to all other damages and causes of action, including equitable and injunctive remedies, which might otherwise exist or be permitted by this **Agreement**. In the event that this **Agreement** and the right of **WMA** is terminated without cause or improperly, then **WMA** shall be entitled to all costs to date, and to all liabilities it may have incurred to others, as well as legal fees and lost profit. The rights of indemnification, where so specified, shall continue.
- 5.14 Documents Sealed "For Construction Only":** **WMA** shall have no liability whatsoever for errors, omissions, and/or inconsistencies of the drawings, specifications or other documents provided for under this agreement until such documents are sealed by **WMA** and stamped "For Construction" and have been stamped and approved by all relevant building department officials, and all payments due to **WMA** are paid in full".
- 5.15 No Deduction or Retainage of WMA's Bills:** "It is expressly understood that there shall be no retainage or deduction from **WMA's** bills pursuant to this agreement. As such, deduction or retainage of **WMA's** bills shall be considered material breach of contract, and may be cause for termination of this agreement. The **Owner** agrees to waive delay claims associated with termination for nonpayment of fee".
- 5.16 Corrective Action Fund:** "It is further agreed that the **Owner** shall establish a Corrective Action (Design Deficiency) Fund which shall be transferred to the Common Interest Ownership Association in exchange for the Association's commitment to waive claims against **WMA**. The **Owner** agrees to indemnify, defend, and hold **WMA** harmless for claims arising from Common Interest Ownership Association asserted claims. This also includes any claim asserted by an individual owner".
- 5.17 Betterment(Corrective Action):** "If, due to **WMA's** negligence, a required item or component of the Project is omitted from the construction documents, **WMA** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **WMA** be responsible for any cost or expense that constitutes a betterment or added value to the Project".

NEW PICKLEBALL COURTS (6)
NEW RECREATION OFFICES,
RESTROOMS & STORAGE
NEW COVERED PAVILION

TENNIS COURTS (2)
TENNIS COURTS (4)



CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-454

AUTHORIZING THE CITY’S PARTICIPATION IN THE BERGEN COUNTY
COOPERATIVE PRICING SYSTEM #CK04 CONTRACT BC-BID #24-43, CARS,
CROSSOVERS, CLASS 1-3 PICKUP TRUCKS/CHASSIS, SPORT UTILITY VEHICLES
& VANS

WHEREAS, the Ocean City Police Department is anticipating a procurement through an authorized vendor under the Bergen County Cooperative Purchasing System #CK04 Contract BC-Bid #24-43, Cars, Crossovers, Class 1-3 Pickup Trucks/Chassis, Sport Utility Vehicles & Vans in accordance with N.J.S.A. 40A: 11-1 & N.J.A.C. 5:34-7.13; and

WHEREAS, the Ocean City Police Department has researched the available vendors & vehicles and has determined that Pellegrino Chevrolet is the most suitable to fulfill the current needs for one (1) 2024 Chevrolet Tahoe CK10706 4WD; and

WHEREAS, Chief William F. Campbell, Chief of the Ocean City Police Department; Stephen G. Schaffer, Captain of the Ocean City Police Department; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA Assistant Purchasing Agent have reviewed the quote from Pellegrino Chevrolet; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that the procurement from the Bergen County Cooperative Pricing System #CK04 Contract BC-Bid #24-43, Cars, Crossovers, Class 1-3 Pickup Trucks/Chassis, Sport Utility Vehicles & Vans shall be conducted from the following authorized cooperative contract vendor:

Pellegrino Chevrolet
1000 Gateway Boulevard
Westville, NJ 08093

Item	Description	Total Amount
1.	One (1) 2024 Chevrolet Tahoe CK10706 4WD.....	\$53,250.00
Total Amount for a 2024 Chevrolet Tahoe.....		\$53,250.00

BE IT FURTHER RESOLVED by the City Council of Ocean City, New Jersey that the procurement in the total amount of \$53,250.00 and that the City Purchasing Manager is authorized to issue a purchase order for said services as stated above and in accordance with the terms of the Bergen County Cooperative Purchasing System #CK04 Contract BC-Bid #24-43, Cars, Crossovers, Class 1-3 Pickup Trucks/Chassis, Sport Utility Vehicles & Vans.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-334-503.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

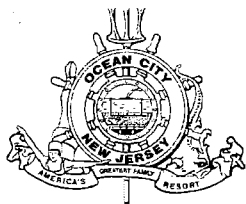
Terry Crowley, Jr.
Council President

Files: RES Bergen County 2024 Chevy Tahoe.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

POLICE DEPARTMENT

Date: August 1, 2025

To: Michael Rossbach Jr., City Purchasing Manager

From: Chief William F. Campbell

Subject: Police vehicle purchase

The Ocean City Police Department maintains a fleet of marked and unmarked police vehicles that are used to carry out the delivery of police services. Both having a very specific purpose.

As part of our fleet purchases for 2025, we intend to purchase 1 new unmarked police vehicle. This will be a Chevy Tahoe assigned to our Training & Seasonal Operations Division as part of our unmarked fleet.

Resolution #25-62-410 was previously adopted on Thursday, June 12, 2025 to purchase an unmarked 2025 Chevrolet Tahoe. The dealership no longer had the vehicle available and it was decided to purchase a 2024 Chevrolet Tahoe.

These vehicles will be replacing older cars that are nearing the end of useful life. Due to age, they require more frequent maintenance which causes additional costs and periods of time when the vehicles are not operational.

The new vehicles will be purchased with a variety of emergency lighting and equipment added which is needed for their individual use.

This purchase was planned during the budget preparation process, and the funds will be used from a Capital Account.

Detail Report for Customer

PELLEGRINO CHEVROLET
1000 GATEWAY BLVD, WESTVILLE, NJ, 08093
856-742-0600
Customer/Company: CITY OF OCEAN CITY
Address:

Sales Consultant:

Vehicle #1: 2024 Chevrolet Tahoe	VIN/Order #	IN STOCK PRICE	
	1GNSKLED3RR209281	\$ 53,250.00	
Additional Vehicle Information		BERGEN CO-OP 24/43	

Body Style: CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GBA-Black

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

- Options: 1FL-Commercial / Fleet Preferred Equipment Group
1SZ-Option Package Discount
4AA-Interior Trim, Jet Black
5J3-Calibration, Surveillance Mode Int. Lighting (SEO)
5J9-Calibration, Taillamp Flasher, Red/White (SEO)
5LO-(SEO) Calibration, taillamp flasher, Red/Red
5W4-Vehicle Special Service, Municipal (SEO)
6J7-(SEO) Flasher System, Headlamp and taillamp
A2X-Power Seat Adjuster (Driver's Side)
AL9-Lumbar, Driver side, power

AT6-Seat, 2nd row 60/40 Bench, manual
AT9-LUMBAR PASSENGER SEAT, POWER, 2 WAY
ATD-Seat Delete: Third Row
ATH-Keyless Open & Keyless Start
AY0-Airbags-frontal,front seat side-impact and roof-rail
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
BCB-IDENTIFICATION EFFECTIVE POINT CONTROL, 2024 M.Y.
BCV-(SEO) Calibration, Rear Door Auto Lock Disable
BG9-Floor Covering: Rubberized Vinyl, Black
BVE-Assist Steps, Black
BZ0-Production Week 9
C6H-GVW Rating 7500 Lbs
CJ2-Climate Control, Electronic - Multi-zone
DLF-Mirrors, O/S: Power, Heated
DNS-Supplier Installed Equipment
E2C-Proc Opt OTD Expedite
EF7-COUNTRY UNITED STATES OF AMERICA (USA)
ENL-ENG CONTROL DISABLE STOP/START, NON-LATCHING
FLT-Fleet Processing Option
G86-AXLE LIMITED SLIP
GBA-Black
GU5-Rear Axle: 3.23 Ratio
H1T-1WT/1FL-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
J23-ENGINEERING YEAR 2023
K34-Cruise Control
K3W-BATTERY LN5, AGM, 12V, 95AH, 900 ENCCA
K6K-AUX BATTERY LN3, AGM, 12V, 70AH, 760 ENCCA
KC4-Cooler, Engine Oil
- KI4-120 Volt Electrical Receptacle, In Cab
KNP-Transmission Cooling System
KX4-Alternator, 250 AMP
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
MAH-MARKETING AREA US, PUERTO RICO/USVI
MHU-Transmission, 10sp, 10L80 Gen 2
N37-Steering Column, Manual Tilt & Telescoping
NB5-Single Exhaust System
NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions
PRF-3 Years of Onstar Remote Access
QAE-Tires: 275/60 R20 All Terrain, Blackwall
R6D-Bid Assistance
R6J-Ship Thru Code Acknowledgement
R9Z-Sold Order Expedite
RC1-Skid Plate
RD4-Wheels: 20" Painted Aluminum w/machine face
T66-(SEO) Wiring Provisions for O/S Mirrors, cargo windows
T8Z-Buckle-To-Drive
TB4-Liftgate, Rear, manual
U2J-SiriusXM Satellite Radio, Delete
UD5-Parking Assist, Front & Rear Sensors
UE1-OnStar Communication System
UK3-Radio Controls -Steering Wheel
UN9-(SEO) Radio Suppression Package
UT7-(SEO) Ground studs, aux, cargo area inside liftgate
UTJ-Theft Protection System, Unauthorized Entry
UVB-Rear Vision Camera, HD
V53-Luggage rack side rails - none
V76-Recovery Hooks
VPV-Ship thru charge: Kerr Industr., Arlington, TX
VQ2-Holdback N/A, Dealer Fleet Assistance
VV4-4G LTE Wi-Fi Hotspot capable
VZ2-CALIBRATION SPEEDOMETER A
WMY-VIN MODEL YEAR 2024
WUA-Fascia, Front, custom
X88-Nameplate - Chevrolet
YK6-SEO Processing Option
Z82-Trailerling Package
ZW7-Suspension Package, Premium Smooth Ride

Disclaimer:

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-455

AUTHORIZING CHANGE ORDER #2 TO CITY CONTRACT #24-20,
CONSTRUCTION OF THE OCEAN CITY 8TH STREET POLICE SUBSTATION WITH
WEATHERBY CONSTRUCTION & RENOVATION, CORP.

WHEREAS, specifications were authorized for advertisement by Resolution #24-60-302 on Thursday, February 22, 2024 for City Contract #24-20, Construction of the Ocean City 8th Street Police Substation; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, September 11, 2024 and the Invitation to Bidders was distributed to seventeen (17) prospective bidders for City Contract #24-20, Construction of the Ocean City 8th Street Police Substation; and

WHEREAS, bid proposals were opened for City Contract #24-20, Construction of the Ocean City 8th Street Police Substation on Tuesday, October 17, 2024 and four (4) bid proposals were received; and

WHEREAS, Lamont “Butch” Czar, P.E. (Czar Engineering); William C. McLees, AIA, LEED AP, (McLees Architecture); Jeffrey S. Richter, P.E. (ACT Engineers); George J. Savastano, City Business Administrator; Vincent S. Bekier, Director of Operations & Engineering; William Campbell, Chief of Police; Christine D. Gundersen, Manager of Capital Planning; Michael Rossbach Jr., QPA, Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Purchasing Manager had reviewed the bid proposals and the specifications and recommended that the contract be awarded to Weatherby Construction & Renovation, Corp. as the lowest responsible bidder; and

WHEREAS, The City Council of the City of Ocean City New Jersey authorized the award of City Contract #24-20, Construction of the Ocean City 8th Street Police Substation to Weatherby Construction & Renovation, Corp. on Thursday, October 24, 2024 by Resolution #24-61-159 in the amount of \$6,134,000.00 with \$5,047,775.00 being charged to Capital Account #C-04-55-328-103 and \$1,086,225.00 being charged to Capital Account #C-04-55-331-201; and

WHEREAS, The City Council of the City of Ocean City New Jersey authorized Change Order #1 to City Contract #24-20, Construction of the Ocean City 8th Street Police Substation to Weatherby Construction & Renovation, Corp. on Thursday, May 22, 2025 by Resolution #25-62-397 in the additional amount of \$357,158.00 charged to Capital Account #C-04-55-331-201 for a revised contract total of \$6,491,158.00;

WHEREAS, the City of Ocean City has identified an increase in the number of items required to complete the project; and

WHEREAS, Lamont “Butch” Czar, P.E. (Czar Engineering); William C. McLees, AIA, LEED AP, (McLees Architecture); Jeffrey S. Richter, P.E. (ACT Engineers); George J. Savastano, City Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; William Campbell, Chief of Police; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed and certified Change Order #2 to City Contract #24-20, Construction of the Ocean City 8th Street Police Substation as follows:

Weatherby Construction & Renovation, Corporation
147 North Iowa Avenue
Atlantic City, NJ 08401

Supplemental Item (Change Order #2)

Item	Description	Quantity	Unit Price	Amount
S-2	Handicap Ramp at 8 th St. End & Boardwalk...	1 L.S.	\$398,504.00	\$398,504.00
Total Additional Amount to City Contract #24-20 for Change Order #2.....				\$398,504.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-455

WHEREAS, the newly adjusted contract cost including Change Order #2 is \$6,889,662.00, a total increase of \$398,504.00 or 12.32% to Purchase Order #24-02987 for City Contract #24-20, Construction of the Ocean City 8th Street Police Substation; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #2 to Purchase Order #24-02987 for City Contract #24-20, Construction of the Ocean City 8th Street Police Substation; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #2 in the additional amount of \$398,504.00 to Purchase Order #25-02987 for City Contract #24-20, Construction of the Ocean City 8th Street Police Substation to be charged to the following Capital Account #C-04-55-331-201.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management


Terry Crowley, Jr.
Council President

Files: RES #24-20 CO #2 8th Street Substation.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

	CITY OF OCEAN CITY, ENGINEERING DIVISION Construction of the Ocean City 8th Street Police Substation		CHANGE ORDER NO. 2 FILE NO. 24-20			
	PURCHASE ORDER # 24-02987 RESOLUTION # 24-61-159		CONTRACTOR: Weatherby Construction & Renovation Corp. 147 North Iowa Avenue Atlantic City, NJ 08401			
REASON FOR CHANGE: See Attached Memo 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-2	Handicap Ramp at 8th Street End & Boardwalk	1	Lump Sum	\$398,504.00	\$398,504.00
EXTRA				#N/A	SUBTOTAL:	\$398,504.00
					\$0.00	
REDUCTION				#N/A	SUBTOTAL:	\$0.00
					\$0.00	
CHANGE ORDER SUMMARY						
PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER			
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE		TOTAL	
1	\$357,158.00	See Attached Memo				
2	\$398,504.00	See Attached Memo	+ SUPPLEMENTAL		\$398,504.00	
3						
4			+ EXTRA		\$0.00	
5						
6			- REDUCTIONS		\$0.00	
7						
8			NET CONTRACT CHANGE			
9			THIS CHANGE ORDER		\$398,504.00	
10						
ORIGINAL CONTRACT AMOUNT					\$6,134,000.00	
AMENDED CONTRACT AMOUNT					\$6,889,662.00	
TOTAL CONTRACT CHANGE (AMOUNT)					\$755,662.00	
TOTAL CONTRACT CHANGE (PERCENT)					12.32%	
ACCEPTED BY: _____ Weatherby Construction & Renovation Corp. _____ DATE _____						



147 N. Iowa Avenue
Atlantic City, N.J. 08401
609-487-8555

Proposal

Date: July 23, 2025

Attn: Brian Meyers
Czar Engineering
5014 Fernwood Ave.
Egg Harbor Township, NJ 08234

Project: Proposed New Handicap Ramp at 8th Street End & Boardwalk

Proposal: \$ 398,504.00

Description: Weatherby Construction is pleased to submit our lump sum proposal for the construction of the new Proposed Handicap Ramp at the 8th Street End & Boardwalk in Ocean City, NJ per project documents prepared by Czar Engineering dated June 12, 2025 as well as the added scope of work of re-decking the existing flat pathway section of boardwalk (+-10' wide ribbon) from the top of the new ramp up to the north-south Ocean City Boardwalk tie-in point.

- Clarifications:**
- Proposal is contingent on project occurring concurrently with Ocean City Police Substation project.
 - Due to the lead times for the decking and boardwalk screws, please consider a prompt response to proposal.
 - New Ramp Material Clarifications:
 - Structural lumber (3x10s and 8x12s) will be owner furnished contractor installed (OFCI).
 - Decking (3x6s) will be contractor furnished contractor installed (CFCI).
 - 5" Stainless Deck Screws will be contractor furnished contractor installed (CFCI).
 - Helical Piles & Concrete Footings will be contractor furnished contractor installed (CFCI).
 - New Aluminum railings to be contractor furnished contractor installed (CFCI)
 - Existing Flat Pathway Section (10' Wide Ribbon) Material Clarifications:
 - Decking (3x6s) will be owner furnished contractor installed (OFCI).
 - 5" Stainless Deck Screws will be owner furnished contractor installed (OFCI).
 - Existing aluminum railings to be removed & re-installed by contractor.
 - Existing structural framing to remain.
 - No utility relocation work is included

Please don't hesitate to contact Weatherby Construction with any questions.

Sincerely,
Michael Weatherby
Michael Weatherby
Project Manager
Weatherby Construction

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-456

AUTHORIZING CHANGE ORDER #1 TO A PROFESSIONAL SERVICES
CONTRACT WITH ACUITY CONSULTING SERVICES, LLC FOR AN AFFORDABLE
HOUSING COMPLIANCE PLAN

WHEREAS, the City of Ocean City required professional consulting services for the finalization of the Vacant Land Adjustment analysis and prepare a Housing Plan Element & Fair Share Plan; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have Acuity Consulting Services, LLC perform these services; and

WHEREAS, a contract for Professional Services with Acuity Consulting Services, LLC 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, the City Council of the City of Ocean City, New Jersey authorized a professional services contract with Acuity Consulting Services, LLC on Thursday, May 8, 2025 by Resolution #25-62-383 in the amount of \$17,300.00 charged to Trust Account #T-12-56-175-026; and

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

WHEREAS, the City of Ocean City has determined that additional services will need to be completed by Acuity Consulting Services, LLC for the Housing Plan Element & Fair Share Plan Compliance Submission; and

WHEREAS, the vendor has been advised that this award does not guarantee that all of the services listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As services are required, the City Purchasing Manager shall issue 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; Dorothy F. McCrosson, Esq., Director of Law; Frank Donato III, CFO, Director of Financial Management; Christine D. Gundersen, Manager of Capital Planning & Municipal Housing Liaison; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr., QPA, City Purchasing Manager have reviewed and certified change order #1 to a professional service contract with Acuity Consulting Services, LLC for the finalization of the Vacant Land Adjustment analysis and prepare a Housing Plan Element & Fair Share Plan as follows:

Change Order #1	
Item	Description
Total Amount	
1.	Additional Services for the Housing Plan Element & Fair Share Plan Compliance Submission.....
Total Additional Amount for Change Order #1.....	
\$5,000.00	

BE IT FURTHER RESOLVED, WHEREAS, the newly adjusted contract cost including change order #1 is \$22,300.00, an increase of \$5,000.00 from the original contract amount of \$17,300.00; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #1 to Purchase Order #25-01322 to a professional services contract with ACT Engineers, Inc.; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-456

BE IT FURTHER RESOLVED that the Director of Financial Management be authorized to process Change Order #1, in the additional amount of \$5,000.00 to Purchase Order #25-01322 for a Professional Services Contract with Acuity Consulting Services, LLC. to be charged to Trust Account #T-12-56-175-026.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

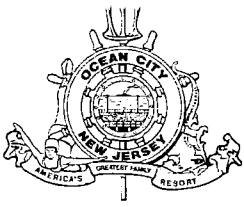
Terry Crowley, Jr.
Council President

Files: RPS 2025 Acuity Affordable Housing Plan.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

Memo

DATE: July 28, 2025
TO: City Council
FROM: Dorothy F. McCrosson, Esquire
RE: Change Order to Contract with Acuity Consulting

Acuity Consulting Services, LLC ("Acuity") has provided professional consulting and planning services in support of the city's compliance with state Affordable Housing requirements.

By Resolution 25-62-383 adopted on May 8, 2025, City Council authorized the expenditure of funds in the amount of \$17,300 for services related to the submission of the city's Housing Plan Element and Fair Share Plan. That work has been completed.

Acuity also prepared the city's Vacant Land Adjustment analysis, for which it has a contract with a fee not to exceed \$7,000.

The city is now in need of further services from Acuity in order amend the Fair Share Plan to specify the use of trust fund monies for the Peck's Beach project. The ground-breaking for that project is imminent.

The attached resolution would authorize a sum not to exceed \$5,000 for further services from Acuity.

Thank you for your attention.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-457

CONSENTING TO THE MAYOR’S APPOINTMENT OF MARIE CRAWFORD
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>
Marie Crawford	4 year	12/31/2028

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-458

AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE
FOR A CONSTRUCTION PROJECT AT 5205-07 CENTRAL AVENUE
BLOCK 5201 LOT 17; PROJECT #23-008ZBA

WHEREAS, Blaise DeSanto, has posted a performance guarantee for construction of an approved site plan at 5205-07 Central Avenue, Block 5201; Lot 17 also known as application number 23-008ZBA.

WHERE AS, this application was submitted for approval by the Zoning Board on June 21, 2023; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated July 14, 2025, 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 \$5,785.20; and

WHEREAS, the Zoning Board recommends that a cash portion of the performance guarantee in the amount of \$723.15 be held in cash or a bond or other type of surety approved by the City Solicitor, in the amount of 15% of the performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the performance bond in the amount of \$5,785.20 to Blaise DeSanto.

Frank Donato III,
Chief Financial Officer

Terry Crowley Jr.,
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-459

AUTHORIZING THE EXTENSION OF THE GRACE PERIOD
FOR THE AUGUST 2025 TAX QUARTER

WHEREAS, Chapter 72, Public Laws of 1992 requires a minimum of twenty-five (25) days to pay the August 2025 tax quarter from the date the Tax Collector certifies the mailing of the tax bills; and

WHEREAS, Terence Graff, Certified Tax Collector the City of Ocean City has advised the City Council that all tax bills including those marked advice only will be mailed on or before July 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Ocean City authorizes the grace period to be extended until August 25, 2025.

BE IT FURTHER RESOLVED, this Resolution applies only to the tax quarter due August 1, 2025. Interest will revert from August 1, 2025 for any property tax not paid by August 25, 2025. All subsequent quarterly tax installments will be due and payable as stated on the tax bill. This resolution will also pertain to the Special Improvement District (S.I.D.) bill due August 1, 2025.

Terry Crowley, Jr.
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-460

AUTHORIZING THE WAIVER OF REQUIREMENT OF CLAIMANT
CERTIFICATION UNDER CERTAIN CIRCUMSTANCES PURSUANT TO
N.J.A.C. 5:30-9A.6(c) AND N.J.A.C. 5:31-4.1

WHEREAS, N.J.A.C. 5:30-9A.6(c) and 5:31-4.1 contain provisions giving local units discretion to not require claimant certification under certain circumstances; and

WHEREAS, Division of Community Affairs instructions as contained in Local Finance Notice 2018-13 state that a local unit can require claimant certification for transactions above a certain dollar threshold; and

WHEREAS, Council deems it prudent and appropriate to not require claimant certification for transactions less than 15% of the bid threshold established by the Governor of the State of New Jersey under N.J.S.A.40A:11-3(C).

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

- 1. For the year 2025, claimant certification, under certain circumstances as defined in N.J.A.C. 5:30-9A.6(c) and 5:31-4.1, shall not be required for transactions involving a dollar amount less than 15% of the bid threshold established by the Governor, which for the year 2025 shall be \$7,950.00.
- 2. The City reserves the right to require claimant certification at any time in its sole discretion.

Frank Donato III,
Chief Financial Officer

Terry Crowley, Jr.,
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-461

AMENDING THE 2025
BUDGET OF THE CITY OF OCEAN CITY TO INCLUDE
ADDITIONAL REVENUE FROM THE STATE OF NEW JERSEY, DEPARTMENT OF THE
TREASURY, CLEAN COMMUNITIES GRANT PROGRAM

WHEREAS, N.J.S.A. 40a: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said director may also approve the insertion of an item of appropriation for equal amount; and

WHEREAS, the City of Ocean City has received notification of a grant in the amount of \$118,935.26 from the State of New Jersey, Department of Environmental Protection, Clean Communities Grant Program and wishes to amend its 2025 Budget to include this amount as a revenue; and

WHEREAS, the Local share of the above referenced grant is zero; and

NOW, THEREFORE, BE IT RESOLVED that the City of Ocean City hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2025 in the sum of \$118,935.26 which item is now available as a revenue from:

GENERAL REVENUES

Miscellaneous Revenue-Section F
Special Items of General Revenue Anticipated with
Prior Written Consent of the Director of Local
Government Services:

Public and Private Revenue Offset with Appropriations (continued):
State of New Jersey, Department of Environmental Protection, Clean Communities Grant
Program.....\$118,935.26
pursuant to the provisions of Statute; and

BE IT FURTHER RESOLVED that a like sum of \$118,935.26 be and the same is hereby appropriated under the caption of:

8. GENERAL APPROPRIATIONS
(A) Operations-Excluded from "CAPS"
Public and Private Programs Offset by Revenues

State of New Jersey, Department of Environmental Protection, Clean Communities Grant
Program.....\$118,935.26

BE IT FURTHER RESOLVED that a copy of this resolution be certified and submitted electronically to the Director of Local Government Services for approval; and

BE IT FINALLY RESOLVED that this amendment be published in the Sentinel Ledger in the issue of August 13, 2025.

Frank Donato III,
Chief Financial Officer

Terry Crowley, Jr.,
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-462

FINDING THAT BLOCK 3306, LOT 1, LOCATED AT 3313 BAY AVENUE, MAY BE AN AREA IN NEED OF REHABILITATION AND SHOULD, THEREFORE, BE REVIEWED BY THE OCEAN CITY PLANNING BOARD

WHEREAS, Block 3306, Lot 1 (hereinafter, “the Property”), which is located at 3313 Bay Avenue and is in the 34th Street Gateway Zone, was constructed in or about 1955 as a hotel and has been operated as a 32-unit residential condominium since in or about 1999; and,

WHEREAS, in 2023, the building at the Property was declared to be structurally unsafe, and occupancy at the building was prohibited until an engineering report was received by the city opining that the structure was safe, though in need of repairs; and,

WHEREAS, on April 17, 2024, the building at the Property was again declared to be an unsafe structure after concrete from a stair landing fell off the building, and it was discovered that repair work had not been undertaken; and,

WHEREAS, the building at the Property was thereafter surrounded by construction fencing while litigation by and among unit owners regarding, *inter alia*, whether repairs could be made, proceeded; and,

WHEREAS, the building at the Property remains red-tagged as an unsafe structure and has remained unoccupied and surrounded by construction fencing since spring 2024; and,

WHEREAS, repairs to make the building at the Property safe for occupation have not been undertaken and appear to be beyond the financial capability of the condominium association; and,

WHEREAS, the cost to repair the building at the Property could exceed 50% of the value of the building so that the building would be required to be elevated to comply with current flood elevation standards, a process which would likely be cost-prohibitive; and,

WHEREAS, the Property is located at the 34th Street gateway to Ocean City and, in its current distressed condition, fails to accentuate this entry into the city; and,

WHEREAS, the building at the Property is in a deteriorated or substandard condition, and the property has been vacant due to the condition of the building at the Property; and,

WHEREAS, the current condition of the Property has a detrimental impact upon the surrounding business and residences, and upon the city as a whole; and,

WHEREAS, based upon the foregoing facts, it appears that a program of rehabilitation for this site would prevent further deterioration of the Property and promote the overall development to the community; and,

WHEREAS, N.J.S.A. 40A:12A-14 provides that prior to declaring an area to be in need of rehabilitation, the governing body shall request that its municipal planning board review and submit recommendations regarding such a declaration.

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

The Ocean City Planning Board be and is hereby requested to review the Property, its condition and its impact on neighboring properties and the city in general and make a recommendation to City Council in accordance with N.J.S.A. 40A:12A-14 with respect to whether it is in the best interests of the citizens of the City of Ocean City to declare the Property to be an area in need of rehabilitation.

Terry Crowley, Jr., Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

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

RESOLUTION

No. 25-62-xxx

**FINDING THAT BLOCK 3306, LOT 1, LOCATED AT 3313 BAY AVENUE, IS AN
AREA IN NEED OF REHABILITATION.**

WHEREAS, Block 3306, Lot 1 (hereinafter, “the Property”), which is located at 3313 Bay Avenue in the 34th Street Gateway Zone, was constructed in or about 1955 and has been operated as a 32-unit residential condominium since in or about 1999; and,

WHEREAS, in 2023, the building at the Property was declared to be structurally unsafe, and occupancy at the building was prohibited until an engineering report was received by the city opining that the structure was safe though in need of repairs; and,

WHEREAS, on April 17, 2024, the building at the Property was again declared to be an unsafe structure after concrete from a stair landing fell off the building, and it was discovered that repair work had not been undertaken; and,

WHEREAS, the building at the Property was thereafter surrounded by construction fencing while litigation by and among unit owners regarding, *inter alia*, whether repairs could be made, proceeded; and,

WHEREAS, the building at the Property remains red-tagged as an unsafe structure and has remained unoccupied and surrounded by construction fencing since spring 2024; and,

WHEREAS, repairs to make the building at the Property safe for occupation have not been undertaken and appear to be beyond the financial capability of the condominium association; and,

WHEREAS, the cost to repair the building at the Property could exceed 50% of the value of the building so that the building would be required to be elevated to comply with current flood elevation standards, a process which would likely be cost-prohibitive; and,

WHEREAS, the Property is located at the 34th Street gateway to Ocean City and, in its current distressed condition, fails to accentuate this entry into the city; and,

WHEREAS, even if the building at the Property were repaired, it would not be in compliance with current flood elevation standards; and,

WHEREAS, the Property is located at the 34th Street gateway to Ocean City and, in its current distressed condition, does not reflect the prosperity and vibrance of the balance of the island; and,

WHEREAS, the building at the Property is in a deteriorated or substandard condition, and the property has been vacant due to the condition of the building at the Property; and,

WHEREAS, the current condition of the Property has a detrimental impact upon the surrounding business and residences, and upon the city as a whole; and,

WHEREAS, based upon the foregoing facts, it appears that a program of rehabilitation for this site would prevent further deterioration of the Property and promote the overall development to the community; and,

WHEREAS, by Resolution ____ dated _____, the City Council of the City of Ocean City referred the Property for review by the Ocean City Planning Board pursuant to N.J.S.A. 40A:12A-14; and,

WHEREAS, the Ocean City Planning Board conducted a review of the Property at its meeting of _____ in accordance with N.J.S.A. 40A:12A-14 and by resolution of the same date recommended that City Council declare the Property to be an area to be in need of rehabilitation; and,

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-xxx

WHEREAS, the City Council believes the neighborhood in which the Property is located, and the City as a whole, would benefit from a program of rehabilitation for the Property;

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

The real property shown on the tax map as Block 3306, Lot 1, located at 3313 Bay Avenue is hereby declared to be an area in need of rehabilitation.

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 _____, 2025.

Terry Crowley, Jr.
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, September 25, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

DESIGNATION OF A PROPERTY AS AN AREA IN NEED OF REHABILITATION

I. Is The Property in Question an “Area in Need of Rehabilitation”?

A. Criteria Set Forth in N.J.S.A. 40A:12A-14

1. A significant portion of structures therein are in a deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance.
7. Where warranted by consideration of the overall conditions and requirements of the community, a finding of need for rehabilitation may extend to the entire area of a municipality

B. Procedure for Council to Declare a Property to be an Area in Need of Rehabilitation

1. City Council adopts a resolution (the “Referral Resolution”) referring to the Planning Board a proposed form of resolution declaring the property to be an area in need of rehabilitation (the “Declaration Resolution”).
2. Planning Board reviews the proposed Declaration Resolution and submits its recommendations to City Council within 45 days of receipt of the Referral Resolution. If the Planning Board does not submit its recommendations to City Council within 45 days, City Council may adopt the Declaration Resolution with or without modification, or may decline to adopt it.
3. If City Council adopts the Declaration Resolution, the property is thereby designated an Area in Need of Rehabilitation.

Note: The designation as an Area in Need of Rehabilitation does not approve any specific project or development for the property, nor does it change the zoning requirements for the property. If City Council does not approve a Redevelopment Plan for this Area, any development on the site must comply with the Zoning Ordinance unless variances are granted.

THE NEXT STEP: ADOPTION OF A REDEVELOPMENT PLAN

Adoption of a “Redevelopment Plan” by ordinance establishes the land use controls for the Area in Need of Rehabilitation. In essence, the Redevelopment Plan becomes the Zoning Ordinance for the Area. The ordinance adopting the Redevelopment Plan can be considered after a consistency review by the Planning Board.

This is the plan which reflects the specific development or project to be constructed in the Rehabilitation Area.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-463

AUTHORIZATION TO PREPARE AND SUBMIT A REGIONAL GREENHOUSE GAS INITIATIVE (RGGI) NATURAL CLIMATE SOLUTIONS GRANT APPLICATION FOR BENEFICIAL REUSE OF DREDGE MATERIAL FOR MARSH RESTORATION AND FLOOD MITIGATION

WHEREAS, The City of Ocean City has committed financial resources for maintaining recreational and commercial activities which depend on navigable water in and around the back bay of Ocean City; and

WHEREAS, The City of Ocean City is committed to continued projects and solutions for flood protection and resiliency; and,

WHEREAS, natural resources such as tidal wetlands sequester carbon and play a critical role in meeting the State of New Jersey’s 2050 goal of an 80% reduction in greenhouse gases below 2006 levels. In support of on-the-ground implementation of projects that create, restore, and enhance New Jersey’s natural carbon sinks, the State of New Jersey, Department of Environmental Protection (NJDEP or Department), Division of Climate Change Mitigation and Monitoring, has announced a second round of the Natural Climate Solutions (NCS) Grant Program funding, which supports Natural climate solutions are strategies and actions that utilize natural systems to mitigate climate change by reducing carbon dioxide and other greenhouse gases from the atmosphere. The total funding amount for Round 2 of the NCS program is \$30 million dollars and is available for blue and green carbon sequestration projects. This funding is made available by New Jersey’s participation in the Regional Greenhouse Gas Initiative (RGGI), which provides the State with auction proceeds to invest in climate mitigation programs that result in a net reduction in greenhouse gas emissions. The second funding round of this grant program builds upon the initial funding round to better serve New Jersey’s climate goals and improve the overall effectiveness of the program. Non-matching Grants of \$250,000 to \$5,000,000 are available on a first come, first serve basis.

WHEREAS, The Shooting Island Restoration Project Phases 2 – 4 (Phase 1 (Rock Sill) has been constructed) is an opportunity to beneficially reuse dredge material to restore and preserve tidal wetlands, which will sequester carbon; enhance, protect and preserve the bay island, provide improved flood protection and resiliency to Ocean City; and, restore and protect unique tidal wetlands and wildlife habitat.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Ocean City, NJ authorizes preparation and submittal of a RGGI Grant application for the Shooting Island Restoration Project. Preparation and submittal of the Grant application will be funded under an existing and open Purchase Order and does not require allocation of any additional funding.

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Business Administrator and/or Grant Coordinator are authorized to sign the Grant application on behalf of the City.

Terry Crowley, Jr.
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-464

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 represents claims against the municipality for period including July 15, 2025 to August 4, 2025.

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

Frank Donato, III
Chief Financial Officer

Terry Crowley Jr.
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 07.15.25 TO 08.4.25.doc

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 7, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last

Include Project Line Items: Yes

Include Non-Budgeted: Y

Open: N
Rcvd: Y
Bid: Y

Paid: N
Held: Y
State: Y

Void: N
Aprv: N
Other: Y
Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00313	01/27/23	ACTENGIN	ACT ENGINEERS INC	RESOLUTION #22-59-220	Open	325.00	0.00
23-01082	04/21/23	MCLEES	WILLIAM MCLEES ARCHITECTURE	RESOLUTION #23-59-370	Open	5,945.00	0.00
24-00790	03/27/24	CONTI	CONTINENTAL FIRE & SAFETY CO.		Open	889.00	0.00
24-00976	04/19/24	CZAR	LAMONT H. CZAR, P.E.	RESOLUTION #24-60-349	Open	1,200.00	0.00 B
24-00982	04/19/24	ACTENGIN	ACT ENGINEERS INC	RESOLUTION #24-60-362	Open	345.00	0.00 B
24-01782	06/25/24	SEASHORE	SEASHORE ASPHALT CORP.		Open	1,300.20	0.00 B
24-02049	07/23/24	USLA	U.S.L.A.-NJ CERTIFICATION	OCBP USLA-NJ Certification	Open	160.00	0.00
24-02350	08/19/24	CZAR	LAMONT H. CZAR, P.E.	RESOLUTION 24-61-092	Open	5,800.00	0.00 B
24-02822	10/03/24	TRIAD	TRIAD ASSOCIATES		Open	400.00	0.00 B
25-00017	01/14/25	THOMSONR	THOMSON REUTERS		Open	421.16	0.00 B
25-00028	01/16/25	BROWNBRO	BROWN & BROWN METRO LLC	Res. 22-59-056	Open	7,515.52	0.00 B
25-00031	01/16/25	CMCMU	C.M.C.M.U.A.	RESOLUTION #23-60-146	Open	86,254.36	0.00 B
25-00033	01/16/25	ENTERPRI	ENTERPRISE LEASING COMPANY		Open	130.99	0.00 B
25-00037	01/16/25	SEATISLE	CITY OF SEA ISLE CITY		Open	46,668.00	0.00 B
25-00039	01/16/25	SEATISLE	CITY OF SEA ISLE CITY	2025 Shared Service	Open	36,765.00	0.00 B
25-00054	01/16/25	VERIZONL	VERIZON ONLINE		Open	67.46	0.00 B
25-00055	01/16/25	AC ELECT	ATLANTIC CITY ELECTRIC	2025 CITYWIDE ELECTRIC	Open	58,000.14	0.00 B
25-00056	01/16/25	NJAM3	NEW JERSEY-AMERICAN WATER CO.	2025 CITYWIDE WATER/SEWER	Open	117,398.28	0.00 B
25-00057	01/16/25	SJGAS	SOUTH JERSEY GAS COMPANY	2025 GAS CHARGES	Open	1,783.68	0.00 B
25-00058	01/16/25	VERIZ	VERIZON	2025 PHONE CHARGES	Open	7.18	0.00 B
25-00061	01/16/25	BLANEYKA	BLANEY, DONOHUE, & WEINBERG, PC	Res. 24-60-327	Open	1,634.00	0.00 B
25-00238	01/23/25	TELESYST	TELESYSTEM	2025 TELEPHONE SERVICES	Open	21,615.83	0.00 B
25-00241	01/01/25	ADP	AUTOMATIC DATA PROCESSING	PAYROLL PROCESSING 2025	Open	26,114.95	0.00
25-00252	01/28/25	PAVINGPL	PAVING PLUS LLC	RESOLUTION 25-61-226	Open	27,944.45	0.00 B
25-00253	01/28/25	CAPEENVI	CAPE ENVIRONMENTAL TESTING LAB		Open	200.00	0.00 B
25-00254	01/28/25	ACJIT	ATLANTIC CITY JITNEY ASSN.	Res. 24-60-307	Open	25,960.00	0.00 B
25-00257	01/28/25	KJPRINTS	K J PRINTS		Open	1,000.00	0.00 B
25-00259	01/28/25	LACASCOF	LACAS COFFEE COMPANY, LLC		Open	592.90	0.00 B
25-00294	01/28/25	DEARBORN	DEARBORN NATIONAL LIFE INSURAN		Open	1,395.90	0.00 B
25-00339	01/31/25	OCFAMILY	OC FAMILY MEDICINE	Res. 25-61-264	Open	3,840.00	0.00 B
25-00340	01/31/25	SHOREPHY	SHORE PHYSICIANS GROUP	Res. 25-61-264	Open	420.00	0.00 B
25-00350	01/31/25	ENGDM	ENGINEERING DESIGN ASSOCIATES	2025 EDA ZB PROFESSIONAL	Open	4,975.75	0.00
25-00352	01/31/25	GRITH	GRIFFITH & CARLUCCI, ESQUIRES	2025 PB PROF SERVICE	Open	1,488.00	0.00
25-00361	01/31/25	JUSTR	JUST RIGHT TV PRODUCTIONS LLC	Res. 24-61-033	Open	1,120.00	0.00
25-00386	02/06/25	FRED H	FRED HALL ORCHESTRAS &		Open	850.00	0.00
25-00389	02/06/25	SENTI	SENTINEL LEDGER		Open	705.60	0.00 B
25-00390	02/06/25	SEATISLE	CITY OF SEA ISLE CITY	2025 Shared Service PLUMBING	Open	13,750.00	0.00 B
25-00514	02/12/25	CWAHLLC	CARLIN, WARD, ASH & HEIART LLC	Res. 25-61-274	Open	2,000.00	0.00 B
25-00582	02/20/25	SENTI	SENTINEL LEDGER	2025 SENTINEL LEDGER ADS	Open	36.00	0.00
25-00612	02/28/25	ACCESS	RETRIEVEX HOLDINGS CORP	See Notes	Open	1,626.72	0.00 B
25-00617	02/28/25	HORIZOND	HORIZON BS BC OF NEW JERSEY		Open	1,365.85	0.00 B
25-00624	03/03/25	NATIONAL	NATIONAL VISION ADMIN, LLC		Open	293.72	0.00
25-00683	03/17/25	FSG	FACILITY SOLUTIONS GROUP INC	OCBP 34th lighting project	Open	1,516.82	0.00
25-00684	03/17/25	FSG	FACILITY SOLUTIONS GROUP INC	OCBP 58th street lighting	Open	2,239.57	0.00
25-00837	03/21/25	TRIAD	TRIAD ASSOCIATES	RESOLUTION #24-61-103	Open	5,525.00	0.00 B
25-00896	03/26/25	CAPRI	CAPRIONI PORTABLE TOILETS, INC	Res. 24-61-102	Open	1,600.00	0.00 B
25-00904	03/27/25	UNIVERS	UNIVERSAL MEDIA, INC.		Open	11,484.30	0.00 B
25-00906	03/27/25	ROSE	ROSE RELATIONS		Open	7,500.00	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
25-00932	04/03/25	RAGAZZON	NATALIE RAGAZZO	Open	450.00	0.00	
25-00957	04/10/25	DEVLN	EDMUND F.X. DEVLIN, ESQ. Res. 25-61-275	Open	3,626.05	0.00	B
25-00965	04/14/25	DEPT	DEPTCOR	Open	54.00	0.00	
25-01007	04/21/25	DEPT	DEPTCOR	Open	650.00	0.00	
25-01113	04/22/25	ODONNELL	O'DONNELL & NACCARATO INC	Open	20,000.00	0.00	B
25-01235	05/02/25	MALIA	MALIA'S RUBBER STAMP COMPANY Stamp Ink Replacement	Open	143.75	0.00	
25-01241	05/02/25	BAYSIDE	BAYSIDE CONSTRUCTION SER., LLC Construct staircase at 9th St	Open	6,592.00	0.00	
25-01252	05/05/25	FALCONS	EAST COAST FALCONS, LLC RES: 25-61-284	Open	64,498.98	0.00	B
25-01274	05/05/25	LANDBERG	LANDBERG CONSTRUCTION, LLC RESOLUTION #25-61-357	Open	51,957.14	0.00	B
25-01276	05/06/25	BENSHAFF	BEN SHAFFER RECREATION INC Res. 25-61-234	Open	265.81	0.00	
25-01282	05/06/25	HERMANGO	HERMAN GOLDNER COMPANY INC	Open	760.00	0.00	
25-01287	05/06/25	DEPT	DEPTCOR	Open	150.00	0.00	
25-01295	05/09/25	DEPT	DEPTCOR	Open	345.00	0.00	
25-01312	05/14/25	DEPT	DEPTCOR TAX ASSESSMENT ENVELOPES	Open	340.00	0.00	
25-01317	05/14/25	CAPRI	CAPRIONI PORTABLE TOILETS, INC Res. 24-61-102	Open	960.00	0.00	
25-01327	05/15/25	GROUP5	GROUP 5 PRODUCTIONS, LLC	Open	5,000.00	0.00	
25-01353	05/27/25	SHEPPBUS	SHEPPARD BUS SERVICE INC.	Open	4,180.00	0.00	
25-01421	06/04/25	AUSTN	AUSTIN'S SPORTS Res. 23-59-395	Open	3,016.50	0.00	
25-01427	06/05/25	HERMANGO	HERMAN GOLDNER COMPANY INC	Open	5,908.85	0.00	
25-01442	06/09/25	RALPH	V.E. RALPH, INC.	Open	290.40	0.00	
25-01450	06/11/25	BEESLEY	BEESLEY'S POINT SEA DOO, INC.	Open	29,700.00	0.00	
25-01452	06/11/25	ELDERPES	ELDER PEST CONTROL, INC	Open	2,300.00	0.00	
25-01456	06/11/25	ELDERPES	ELDER PEST CONTROL, INC	Open	1,430.00	0.00	
25-01583	06/13/25	SVITALEP	PYROTECNICO FIREWORKS, INC RESOLUTION #25-61-263	Open	82,405.00	0.00	
25-01590	06/16/25	OCWREST	OCEAN CITY JR. WRESTLING ASSOC 2025 REIMBURSEMENT OF EXPENSES	Open	3,000.00	0.00	
25-01591	06/16/25	OCART	OCEAN CITY ARTS CENTER 2025 REIMBURSEMENT EXPENSES	Open	11,796.38	0.00	
25-01596	06/20/25	10THSTRE	WHARF MARINA LLC	Open	5,000.00	0.00	
25-01597	06/20/25	SAMHUTCH	SAMUEL HUTCHINS	Open	680.00	0.00	
25-01614	06/20/25	GROUP5	GROUP 5 PRODUCTIONS, LLC	Open	76.85	0.00	
25-01696	06/30/25	EARLS	EARL GIRLS, INC.	Open	6,250.00	0.00	
25-01698	06/30/25	SENIOREX	SENIOR EXCURSIONS INC BEAUTIFUL DAY TRIP DEPOSIT	Open	200.00	0.00	
25-01701	06/30/25	SCHWA	SCHWAAB, INC. Self inking stamp	Open	77.00	0.00	
25-01713	07/01/25	GTBM INC	G.T.B.M. INC.	Open	313.28	0.00	
25-01714	07/01/25	VINEA	VINELAND AUTO ELECTRIC, INC.	Open	1,163.77	0.00	
25-01717	07/07/25	CZAR	LAMONT H. CZAR, P.E. RESOLUTION #25-62-419	Open	8,500.00	0.00	
25-01718	07/07/25	MCLEES	WILLIAM MCLEES ARCHITECTURE RESOLUTION #25-62-420	Open	12,000.00	0.00	B
25-01814	07/07/25	TUCKA	TUCKAHOE TURF FARMS, INC.	Open	3,880.00	0.00	
25-01817	07/07/25	CONVILLE	PAT CONVILLE	Open	60.00	0.00	
25-01825	07/10/25	ARCHERPU	ARCHER PUBLIC AFFAIRS, LLC	Open	10,950.00	0.00	B
25-01828	07/10/25	BEESLEY	BEESLEY'S POINT SEA DOO, INC. OCBP PWC Repair	Open	298.99	0.00	
25-01829	07/10/25	COPIE	COPIERS PLUS, INC. Civic Center Concession	Open	111.00	0.00	
25-01835	07/10/25	FRIEN	FRIENDS OF THE POPS	Open	13,050.00	0.00	
25-01837	07/10/25	KDI	KEYSTONE DIGITAL IMAGING, INC RESOLUTION #25-61-234	Open	186.52	0.00	
25-01841	07/14/25	OCHAW	OCEAN CITY JUNIOR RAIDERS 23/24/25 REIMBURSE OF EXPENSES	Open	9,000.00	0.00	
25-01849	07/14/25	LAVELLEK	KEN LAVELLE, MD DBA EAST COAST	Open	2,200.00	0.00	
25-01850	07/14/25	SONJ4	STATE OF NEW JERSEY	Open	950.00	0.00	
25-01852	07/14/25	SOUTJ	SOUTH JERSEY WELDING SUPPLY MEDICAL OXYGEN	Open	182.14	0.00	
25-01854	07/14/25	EASTS	EASTERN SIGN CO	Open	175.00	0.00	
25-01855	07/14/25	BISCA	BISCAYNE SUITES CONDO. ASSOC.	Open	1,129.80	0.00	
25-01857	07/14/25	FORTNASS	FORT NASSAU GRAPHICS	Open	75.00	0.00	
25-01863	07/14/25	MEILERM	MANDY MEILER	Open	5,168.00	0.00	
25-01864	07/14/25	NJACTB	NJ ASSOCIATION OF COUNTY TAX 2025 CONFERENCE	Open	350.00	0.00	
25-01865	07/16/25	730MEDOL	CHRISTOPHER MEDOLLA	Open	2,021.25	0.00	
25-01866	07/16/25	FIRSS	FIRE & SAFETY SERVICES, LTD. Res. 24-60-081	Open	1,392.99	0.00	

August 4, 2025
11:22 AM

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

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
25-01869	07/16/25	COSTIGAN RICHARD COSTIGAN	HEALTH BENEFITS CONTRACT REIMB	Open	27.00	0.00	B
25-01870	07/16/25	CAPEMARI CAPE MARINE INC.		Open	888.17	0.00	
25-01871	07/16/25	ACCURATE ACCURATE LANGUAGE SERVICES		Open	450.00	0.00	
25-01873	07/17/25	INSIGHTP INSIGHT PUBLIC SECTOR INC.	RESOLUTION #25-61-234	Open	27,534.83	0.00	
25-01877	07/17/25	TRMARINE TOMS RIVER MARINE & MOTORSPORT	OCBP Kawasaki Mule MX	Open	12,449.00	0.00	
25-01878	07/17/25	CMCCL CAPE MAY COUNTY CLERK	2025 Primary Election Invoice	Open	5,076.74	0.00	
25-01880	07/21/25	KRAKENDI KRAKEN DIVING SERVICE LLC		Open	2,800.00	0.00	
25-01881	07/21/25	TRMARINE TOMS RIVER MARINE & MOTORSPORT	OCBP Kawasaki Mule MX	Open	12,109.00	0.00	
25-01883	07/22/25	SENTI SENTINEL LEDGER		Open	17.00	0.00	
25-01884	07/22/25	WALSHPAT PAT WALSH		Open	44.01	0.00	
25-01885	07/22/25	TMOBILEU T-MOBILE USA INC		Open	400.00	0.00	
25-01886	07/22/25	OCPOL OCEAN CITY POLICE PETTY CASH		Open	389.26	0.00	
25-01887	07/22/25	VINEA VINELAND AUTO ELECTRIC, INC.		Open	98.00	0.00	
25-01890	07/22/25	740CLARK JOSHUA CLARK		Open	116.37	0.00	
25-01893	07/22/25	DESANTOB BLAISE DESANTO	RELEASE OF PERFORMANCE GUARAN	Open	5,785.20	0.00	
25-01905	07/25/25	610GUNDE CHRISTINE GUNDERSEN		Open	45.00	0.00	
25-01906	07/25/25	FORTNASS FORT NASSAU GRAPHICS		Open	240.00	0.00	
25-01908	07/25/25	LEXINGTO LEXINGTON INSURANCE COMPANY		Open	49,830.85	0.00	
25-01911	07/25/25	SEAMANM MICHAEL J SEAMAN		Open	747.20	0.00	
25-01912	07/25/25	LEVINSON COOPER LEVENSON PA		Open	78.00	0.00	
25-01914	07/25/25	FORTNASS FORT NASSAU GRAPHICS		Open	1,245.00	0.00	
25-01916	07/25/25	BISCA BISCAYNE SUITES CONDO. ASSOC.		Open	648.90	0.00	
25-01917	07/25/25	WEMAKEIT WE MAKE IT PERSONAL		Open	71.96	0.00	
25-01918	07/25/25	SPORTSSP SPORTS SPECIALTIES	RESOLUTION #25-61-364	Open	11,683.73	0.00	
25-01919	07/25/25	COPIE COPIERS PLUS, INC.		Open	247.50	0.00	
25-01921	07/25/25	YIANNIS YIANNI'S CAFE		Open	46.00	0.00	
25-01930	07/31/25	WINSLOWD DAVID WINSLOW		Open	102.96	0.00	
25-01935	07/31/25	NJACTB NJ ASSOCIATION OF COUNTY TAX	2025 CONFERENCE	Open	350.00	0.00	
25-01937	07/31/25	AMSTUTZT TRAVIS AMSTUTZ		Open	2,290.00	0.00	
25-01938	07/31/25	BOKUNEWI RON BOKUNEWICZ		Open	440.00	0.00	
25-01939	07/31/25	BOSSERTM MASON BOSSERT		Open	220.00	0.00	
25-01940	07/31/25	BRADYGRE GREG BRADY		Open	830.00	0.00	
25-01941	07/31/25	CASTNEC CHRIS CASTNER		Open	1,035.00	0.00	
25-01942	07/31/25	CHETTUMM MELVIN CHETTUM		Open	385.00	0.00	
25-01943	07/31/25	COOPERSC SCOTT COOPER		Open	1,540.00	0.00	
25-01944	07/31/25	DAVISDWI DWIGHT DAVIS		Open	385.00	0.00	
25-01945	07/31/25	DEMAYODE DENNIS DEMAYO		Open	2,090.00	0.00	
25-01946	07/31/25	DONAHUEG GREGORY T. DONAHUE		Open	55.00	0.00	
25-01947	07/31/25	FELDMANA AMANDA FELDMAN		Open	1,320.00	0.00	
25-01948	07/31/25	FISHBELN ROB FISHBEIN		Open	275.00	0.00	
25-01949	07/31/25	FUSNERJO JOESPH W FUSSNER		Open	495.00	0.00	
25-01950	07/31/25	JACKSONM MACH JACKSON		Open	330.00	0.00	
25-01951	07/31/25	JOHNSONB ROB JOHNSON		Open	1,100.00	0.00	
25-01952	07/31/25	KANECHRI CHRIS KANE		Open	385.00	0.00	
25-01953	07/31/25	KONYAKBR BRUCE KONYAK		Open	1,210.00	0.00	
25-01954	07/31/25	MAGANEDW EDWARD MAGAN		Open	2,145.00	0.00	
25-01955	07/31/25	MARKLEYB BOB MARKLEY		Open	2,295.00	0.00	
25-01956	07/31/25	STRAZZER ANTHONY STRAZZERI		Open	980.00	0.00	
25-01957	07/31/25	SILVERSH HARRY SILVERSTEIN		Open	455.00	0.00	
25-01958	07/31/25	RAPHFRAN FRANCINE RAPH		Open	1,090.00	0.00	
25-01959	07/31/25	PENSABUM MASON PENSABUNE		Open	400.00	0.00	
25-01960	07/31/25	MEJIAJUN JUNIOR MEJIA		Open	895.00	0.00	
25-01961	07/31/25	MEADOWST TIM MEADOWS		Open	495.00	0.00	
25-01962	07/31/25	WILLETTT FRANCIS M WILLETT IV		Open	220.00	0.00	

August 4, 2025
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CITY OF OCEAN CITY
Bill List By P.O. Number

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
25-01963	07/31/25	WILKINSJ	JAMIL WILKINS	Open	1,100.00	0.00	
25-01964	07/31/25	MESKOWIT	ROBERT MOSKOVITZ	Open	275.00	0.00	
25-01965	07/31/25	NOVAKGER	GERALD NOVAK	Open	440.00	0.00	
25-01966	07/31/25	RUIZWILL	WILLIAM RUIZ	Open	495.00	0.00	
25-01967	07/31/25	STEFABDA	DANIEL STEFANKIEWICZ	Open	1,265.00	0.00	
25-01968	07/31/25	SIMEONMI	MIKE SIMEON	Open	300.00	0.00	
25-01969	07/31/25	WILLISCM	MICHAEL WILLISCROFT	Open	800.00	0.00	
25-01970	07/31/25	FILANGIE	JERRY FILANGIERI	Open	500.00	0.00	
25-01971	07/31/25	HOLLIDAN	NOAH HOLLIDAY	Open	300.00	0.00	
25-01973	07/31/25	GROUP5	GROUP 5 PRODUCTIONS, LLC	Open	36.96	0.00	
25-01975	07/31/25	FRIEN	FRIENDS OF THE POPS	Open	18,750.00	0.00	
Total Purchase Orders:		167	Total P.O. Line Items:	0	Total List Amount:	1,106,576.42	Total Void Amount: 0.00