ORDINANCE NO. 25-16

AN ORDINANCE AUTHORIZING THE CITY OF OCEAN CITY TO ACQUIRE BLOCK 4104, LOTS 18 & 19 OCEAN CITY, NEW JERSEY

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

Section 1.

The City of Ocean City is hereby authorized to acquire, for public purposes, at no consideration, by gift, property known as Block 4104, Lots 18 & 19, Ocean City, New Jersey from Maria Lydia Nunez, Executrix of the Estate of Maria Lydia Nunez, deceased pursuant to *N.J.S.A.* 40A:12-5.

Section 2.

All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

Section 3.

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

Section 4.

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

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 4th day of December, 2025 and was taken up for a second reading and final passage at a meeting of said Council held on the 18th day of December, 2025 in Council Chambers at City Hall, Ocean City, New Jersey, at six o'clock in the evening.

Melissa G. Rasner, City Clerk

RESOLUTION

No. 25-62-539

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SCHEULE PLANNING SOLUTIONS, LLC FOR PROFESSIONAL PLANNING SERVICES FOR THE 2026 CALENDAR YEAR

WHEREAS, the City of Ocean City has a need for professional planning services & to continue to update & assist in the implementation of the Master Plan for the City of Ocean City in accordance with N.J.S.A. 40:55D-89; and

WHEREAS, Randy Scheule, PP/AICP, Scheule Planning Solutions, LLC has been determined to have the necessary expertise and ability to perform said services and is currently performing planning services for the Planning Board of the City of Ocean City; and

WHEREAS, George J. Savastano, Business Administrator; Frank Donato III, CMFO, Director of Financial Management; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Procurement Manager have reviewed the submitted proposal and recommended that Randy Scheule, PP/AICP of Scheule Planning Solutions, LLC, 33 Buckingham Drive, Egg Harbor Township, NJ 08234 be awarded an alternative non-advertised method of award professional service contract; and

WHEREAS, an alternative non-advertised method of award of professional service contract with Randy Scheule, PP/AICP of Scheule Planning Solutions, LLC may be entered into without competitive bidding pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(i) & N.J.S.A. 19:44A-20.4 *et seq.*; and

WHEREAS, Randy Scheule, PP/AICP of Scheule Planning Solutions, LLC has completed and submitted a Business Entity Disclosure Certification and a Sworn Statement by Professional Services Provider which certifies that Randy Scheule, PP/AICP of Scheule Planning Solutions, LLC has not made any reportable contribution to a political committee or candidate for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit Randy Scheule, PP/AICP of Scheule Planning Solutions, LLC from making any reportable contributions through the term of the contract; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised professional service contract with **Randy Scheule**, **PP/AICP of Scheule Planning Solutions**, **LLC**, **33 Buckingham Drive**, **Egg Harbor Township**, **NJ 08234-7255** be awarded as follows:

- 1. Professional Planning Services for the City of Ocean City:
 Principal Planner.....\$160.00/per hour
- 2. The term of this contract shall be for a period of one year beginning on January 1, 2026 and continuing through December 31, 2026.
- 3. Planning services during the contract period shall be subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No items shall be sent to the City without first obtaining a purchase order for said services.
- 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 City Clerk's Office of the City of Ocean City, NJ, City Hall, 861 Asbury Avenue, Ocean City, NJ 08226 and shall be published on one (1) occasion in the Ocean City Sentinel.

RESOLUTION

No. 25-62-539

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Randy Scheule, PP/AICP of Scheule Planning Solutions, LLC, for professional planning services as listed and in accordance with this resolution and submitted proposal forms.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Local Municipal Budget and shall be charged to the appropriate accounts as Purchase Orders are issued. The estimated value of this contract is \$50,000.00.

Frank Donato III, CFO Director of Financial Management CERTIFICATION OF FUNDS Terry Crowley, Jr. Council President

Files: RAW RPS 2026 Scheule Planning Services.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, December 4, 2025, with the voting record as indicated below.

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

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY

QUALIFICATION STATEMENT AND PROPOSAL



2026 CITY PLANNER

RANDALL E. SCHEULE, PP/AICP SCHEULE PLANNING SOLUTIONS, LLC

NOVEMBER 12, 2025

CITY OF OCEAN CITY $\begin{aligned} \text{QUALIFICATION STATEMENT AND PROPOSAL} \\ \underline{\text{2026 CITY PLANNER}} \end{aligned}$

Introduction.

Scheule Planning Solutions, LLC is pleased to provide this Qualification Statement and Proposal to the City of Ocean City for 2026 City Planner.

Scheule Planning Solutions, LLC (SPS) is imminently qualified to offer Professional Planning services to Ocean City as City Planner due to our on-going working relationship and experience with the City. In addition, SPS provides consulting and planning advisory services throughout southern New Jersey, including a full-range of professional planning services as noted herein.

As State Licensed and Nationally Certified Planners, SPS adheres to the highest standards of professional care for its clients. As practicing Professional Planners, SPS understands the complexities of community planning and, with an emphasis in fundamental planning concepts, strives to develop effective strategies to achieve their client's goals.

Over the past 38 years Randy Scheule has assisted a diverse clientele including individual homeowners, local businesses, municipal government and national companies. Randy was Planning Director in Ocean City from February 1999 to November 2008, and has provided professional planning services to the City and the Planning Board continuously since January 2010. During this time, he has gained unique insight and provided timely solutions to many planning issues in the City, and has established excellent working relationships with the City Administration, Planning Board members, and allied professionals including designers, attorneys, engineers and surveyors.

Conveniently located in Egg Harbor Township, New Jersey, SPS is prepared to continue providing the highest quality planning services in 2026 for the betterment of Ocean City.

CITY OF OCEAN CITY $\begin{aligned} \text{QUALIFICATION STATEMENT AND PROPOSAL} \\ \underline{\text{2026 CITY PLANNER}} \end{aligned}$

Contact Information.

Randall Scheule, PP/AICP
SCHEULE PLANNING SOLUTIONS, LLC
33 Buckingham Drive
Egg Harbor Township, NJ 08234
Phone (609) 365-2642
Email scheuleplanningsolutions@gmail.com

Principal Planner.

Randall Scheule, PP/AICP is the President and primary staff contact at SPS. His resume is provided below. Other professional specialists are available on an asneeded basis. SPS is able to accommodate all required meetings of the City of Ocean City.

Resume - Randall Scheule.

Randall Scheule has practiced continuously and in good standing as a Professional Planner in southern New Jersey since 1987. He has assisted public and private clients achieve results in a variety of projects. Randy has a BA in Biology from Glassboro State College and an MPA from the University of Delaware, is a member of the American Institute of Certified Planners, is qualified as an Expert Land Use Planner by the New Jersey Superior Court, and is President of Scheule Planning Solutions, LLC (SPS).

<u>Service Excellence</u> - Proven experience enables *SPS* to confidently offer the following services:

\square Municipal master plans, reexamination reports
☐ Zoning and land use ordinances
\square Redevelopment plans
☐ Development application review
\square Zoning evaluations and analysis
□ Natural Resource Inventories
□ Form-based Codes
☐ Farmland Preservation

CITY OF OCEAN CITY QUALIFICATION STATEMENT AND PROPOSAL 2026 CITY PLANNER

	□ COAH Housing
	□ Design Guidelines
	☐ Fiscal and Environmental Impact Assessment
	□ Grant Writing
Se	lected Projects (Ocean City)
	☐ Municipal Public Access Plan Grant and Report
	□ Plan Endorsement (State Plan)
	□ Redevelopment Plans
	☐ Open Space and Recreation Plan (ANJEC Grant)
	□ Community Resilience Plan
	□ Floodplain Management Plan
	☐ Gateway Corridor Study and Zone Plan
	☐ Housing/Fair Share Plans
	☐ Master Plan Reexamination Reports
	□ Post Sandy - Strategic Recovery Planning Report
	□ Master Plan updates
	☐ Zoning and Development Code Revisions
Pr	rofessional Experience
	12/13 – Present, President, Scheule Planning Solutions, LLC
	11/08-12/13, Director of Planning, Karabashian Eddington Planning Group, LLC
	2/99 –11/08, Director of Planning, City of Ocean City, NJ
	3/94-2/99, Director of Planning & Development, Egg Harbor Township, NJ
	12/86 – 3/94, Planning Consultant, Adams, Rehmann & Heggan, Hammonton, NJ
	12/86 – 12/86, Assistant Director, Salem County Planning Board, Salem, NJ
	8/85 – 12/85, Acting Director, Salem County Planning Board, Salem, NJ
	6/84 – 8/85, Senior Planner, Salem County Planning Board, Salem, NJ

CITY OF OCEAN CITY QUALIFICATION STATEMENT AND PROPOSAL 2026 CITY PLANNER

2026 Hourly Rate.

Principal Planner

\$160.00

Reimbursable Expenses.

A.	8 ½ " x 11" Photocopies	.\$0.25 p	er sheet
В.	11" x 17" Photocopies	.\$0.75 p	er sheet
C.	Postage	at	cost
D.	Color copying & binding	at.	cost

Municipal Experience and References.

Municipality	Dates	Professional Service
Alloway Township PO Box 425 Alloway, NJ 08001 Brittany Vanaman, Clerk 856-935-4080 Alloway Planning Board Alexis Coleman, Chairman	2008 - Present	 Master Plan Re-Examination Fair Share Housing / COAH Plan Farmland Preservation Plan Alloway Village - Historic Preservation Plan Review Development Applications
Deerfield Township P. O. Box 350 Rosenhayn, NJ 08352 Karen Seifrit, Township Clerk 856-455-3200	2008 - 2013, 2015 - Present	 Master Plan Re-Examination Town Center Zoning Redevelopment Plan Fair Share Housing/COAH Plan State Plan
Dennis Township Zeth Matalucci, Mayor Jessica Bishop, Administrator & CFO 571 Petersburg Road Dennisville, NJ 08214	2022-Present	 Master Plan Re-Examination Redevelopment Planning SDRP Plan Endorsement Zoning Ordinances
Hopewell Township 590 Shiloh Pike Bridgeton, NJ 08302 John Hitchner, Administrator 856-455-1230 ext. 110	2021 - Present	 General municipal planning assistance Redevelopment planning Development review

CITY OF OCEAN CITY QUALIFICATION STATEMENT AND PROPOSAL 2026 CITY PLANNER

Municipality	Dates	Professional Service
Ocean City 1501 West Avenue Ocean City, NJ 08226 George Savastano, Administrator 609-399-6111 Ocean City Planning Board	2010 – Present	 Master Plan Re-Examination Report Land Use Ordinance revisions Redevelopment Analysis Recreation and Open Space Plan Strategic Recovery Planning Report Development Application review Grant preparation Municipal Public Access Plan
John Loeper, Chairman 609-398-5553		 Community Resilience Plan Floodplain Management Plan
Pilesgrove Township & Planning Board 1180 Route 40 Pilesgrove, NJ 08098 Kevin Eachus, Mayor Melissa Fackler, Clerk/Administrator 856-769-3222	2021- Present	 Professional planning services to Township and Planning Board Redevelopment Planning Farmland Preservation Plan
Pittsgrove Township & Planning Board 989 Centerton Road Pittsgrove, NJ 08318 Fiore Copare, Mayor Marlene Smith, Chair 856-725-8916	2022 - Present	Professional planning services to Township and Planning Board
Upper Deerfield Township 1325 State Highway 77 Seabrook, NJ 08302 James Crilley, Mayor Roy Spoltore, Clerk/Administrator 856-451-3811	2008 – Present	 Redevelopment Plan and Design Guidelines Master Plan Re-Examination Report Ordinance Revisions Review Development Applications Preparation of Housing/Fair Share Plan

RESOLUTION

No. 25-62-540

A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR REGISTERED MUNICIPAL AUDITING SERVICES TO FORD, SCOTT & ASSOCIATES, LLC

WHEREAS, the City of Ocean City requires certain professional financial and auditing services for the calendar year 2026; and

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

WHEREAS, Leon P. Costello, CPA, RMA of Ford, Scott & Associates, LLC has been determined to have the necessary expertise and ability to perform the required professional financial and auditing service; and

WHEREAS, a contract for Professional Services with Ford, Scott & Associates, 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, Frank Donato, III, Director of Financial, Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager reviewed the terms and conditions of the contract and recommended the award of a contract to Leon P. Costello, CPA, RMA of the firm Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226 for Registered Municipal Auditing (RMA) Services for the City of Ocean City; 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 (PO) for said services; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to $\underline{N.J.S.A}$. 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 **Leon P. Costello, CPA, RMA of the firm Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226 for professional financial and auditing services for the calendar year 2026 as follows:**

<u>Item</u> <u>Description</u> <u>Total Amount</u>

- 1. Total Amount for Financial and Auditing Services (Not to Exceed)... \$40,500.00
- 2. A copy of the Business Entity Certification and the Business Registration Certificate (BRC) will be on file with the Purchasing Division.
 - A copy of this Resolution and Contract shall be available for inspection in the Ocean
- 3. City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.
- 4. The term of this contract shall be for one (1) year beginning on January 1, 2026 and continuing through December 31, 2026.

RESOLUTION

No. 25-62-540

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 Leon P. Costello, CPA, RMA of the firm Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226 in accordance with this resolution.

The Director of Financial Management certifies that funds are contingent upon adoption of the 2026 Local Municipal Budget and shall be charged to the appropriate Operating Account as Purchase Orders are issued.

Frank Donato III, CFO Director of Financial Management Terry Crowley, Jr. Council President

Files: RPS 2026 RMA Services.docx

CERTIFICATION OF FUNDS

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, December 4, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes			***************************************			
Crowley						
Hartzell						·
Levchuk						
Madden						
Polcini						
W/inclose						<u> </u>

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

December 1, 2025

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing a professional services contract between Leon P. Costello of Ford-Scott & Associates and the City of Ocean City for municipal auditing services for 2025.

Ford-Scott has submitted a proposal for auditing services for the City for fiscal year 2026. As you know it is a statutory requirement to hire an auditor who is licensed as an RMA (Registered Municipal Accountant) to conduct an annual audit of the City's operations. This report is reviewed with the Council each year and is then filed with the State. Beyond the auditing services that Leon and Ford-Scott have provided to the City over the years, Leon also assists in capital and debt management, and budgetary planning. Leon consistently avails himself to the Council members whenever issues arise that they would like to review with him.

Relative to pricing, Ford-Scott is charging a modest increase from 2025 to 2026 at \$40,500 compared to \$39,000. It is my recommendation to award the 2025 auditing contract to Leon P. Costello and Ford-Scott & Associates.

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

Sincerely,

Frank Donato III

Director of Financial Management

C: Mayor Gillian

George Savastano, Business Administrator



CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226 PHONE 609.399.6333 • FAX 609.399.3710 www.ford-scott.com

October 1, 2025

Mayor and Governing Body and Administrator City of Ocean City 861 Asbury Avenue Ocean City, N.J. 08260

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide to the City of Ocean City for the year ended December 31, 2025.

We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements, which collectively comprise the basic financial statements, of the City of Ocean City as of and for the year ended December 31, 2025. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2026 Local Municipal Budget from information provided to us by officials of the City of Ocean City.
- Assistance in the preparation of the 2025 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Ocean City.
- Assistance in the preparation of the 2025 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Ocean City.
- Assistance in the preparation of the 2025 Annual Debt Statement.

We have also been engaged to report on supplementary information other than required supplementary information that accompanies the City of Ocean City's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on this information:

Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the New Jersey Regulatory Basis of Accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB 15-08, if applicable.

Responsibilities of Management for the Financial Statements and Single Audit

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance in accordance with the requirements of Uniform Guidance and New Jersey OMB Circular 15-08, if applicable. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance and related notes. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance and related notes, and any other non-audit services we provide. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and

objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all accompanying information in conformity with the New Jersey Regulatory Basis of Accounting; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all financial records and related information available to us and for the accuracy and completeness of that information, and for the evaluation of whether there are any conditions or events, considered in the aggregate that raise substantial doubt about the ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and New Jersey OMB Circular 15-08; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, federal and state award programs, compliance with laws, regulations, contracts, and grant agreements, and related matters

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Municipality involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Municipality received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance and New Jersey OMB Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance, and the schedule of expenditures of state financial assistance in conformity with New Jersey OMB Circular 15-08. You agree to include our report on the schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, that includes our report thereon or make the audited financial statements available to intended users of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in

accordance with Uniform Guidance, and the schedule of expenditures of state financial assistance in accordance with New Jersey OMB 15-08; (2) that you believe the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, including its form and content, are fairly presented in accordance with Uniform Guidance, and New Jersey OMB Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the New Jersey Regulatory Basis of Accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services, and accept responsibility for them.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and New Jersey OMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and New Jersey OMB Circular 15-08, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with auditing standards generally accepted in the United States

of America, and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, or any fraudulent financial reporting, or misappropriation of assets, that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, where there are conditions or events, considered in the aggregate, that raise substantial doubt about the Municipality's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include test of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, federal award programs, schedule of expenditures of state financial assistance, state award programs, compliance with laws, regulations, contracts and grant agreements, and other responsibilities required by the auditing standards generally accepted in the United States of America.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Cash
- Revenue
- Expenditures

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override

of internal controls. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance and New Jersey OMB Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and New Jersey OMB Circular 15-08

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, Uniform Guidance, and New Jersey OMB Circular 15-08.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. For federal and state programs that are included in the OMB Compliance Supplement and NJ OMB Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the OMB Compliance Supplement and NJ OMB Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, if applicable, and related notes of the entity in conformity with the New Jersey Regulatory Basis of Accounting prescribed by the New Jersey Division of Local Government Services, Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and the related notes, if applicable, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report. Since the entity's financial statements are presented in accordance with the New Jersey Regulatory

Basis of Accounting, our opinion will be adverse for presentation in accordance with the New Jersey Regulatory Basis of Accounting. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the New Jersey Regulatory Basis of Accounting, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards, and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Uniform Guidance and New Jersey OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance and New Jersey OMB 15-08. Both reports will state that the report is not suitable for any other purpose. If during our audit we become aware that the Municipality is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Engagement Administration, Fees, and Other

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$40,500. In addition, we will bill separately at our standard hourly rates for any additional services requested by the City of Ocean City. Our standard hourly rates vary according to the degree of

responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Ocean City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

FORD, SCOTT & ASSOCIATES, L.L.C. CERTIFIED PUBLIC ACCOUNTANTS

Leon P. Costello

Leon P. Costello Certified Public Accountant Registered Municipal Accountant No. 393

RESPONSE:

Ву:	
	Chief Financial Officer
Title:	
Date:	
Ву:	
	Mayor
Title:	
Date:	

This letter correctly sets forth the understanding of the City of Ocean City.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 10, 2023

To the Partners of Ford, Scott & Associates, LLC and the Peer Rev Committee of the NJCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Ford, Scott & Associates, LLC has received a peer review rating of pass.

14 Kender Can

DAVIE KAPLAN, CPA, P.C.

RESOLUTION

No. 25-62-541

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ARTHUR CHEW CONSULTING, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR ROAD & DRAINAGE DESIGN PLANS

WHEREAS, the City of Ocean City requires certain professional engineering services for various road and drainage designs; and

WHEREAS, Arthur Chew Consulting, LLC have performed these duties in the past and is determined to have the necessary expertise to continue to perform said services; and

WHEREAS, a contract for professional services with Arthur Chew Consulting, 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, Arthur Chew Consulting, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Arthur Chew Consulting, LLC has not 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 Arthur Chew Consulting, LLC from making any contributions through the term of the contract; 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; Vincent S. Bekier, Director of Capital Program, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach, Jr. QPA, City Procurement Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to Arthur Chew Consulting, LLC for road and drainage design plans; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.5 *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 Arthur Chew Consulting, LLC, 130 West Seaview Avenue, Linwood, 08221 as follows:

Professional Service Contract

<u>Item</u>	<u>Description</u>	Total Amount
1.	Lump Sum for Survey Services (See Attached Road Listing)	\$32,000.00
2.	Lump Sum for Design Services (See Attached Road Listing)	\$26,000.00
Total	\$58,000.00	

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

RESOLUTION

No. 25-62-541

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Arthur Chew Consulting, LLC for professional services as listed in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-334-101.

Frank Donato III, CFO Director of Financial Management Terry Crowley, Jr. Council President

Files: RPS 2026 Arthur Chew Road & Drainage.docx

CERTIFICATION OF FUNDS

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, December 4, 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

ARTHUR CHEW CONSULTING LLC

ENGINEERING

PLANNING

FLOODPLAIN MANAGEMENT

November 14, 2025

Ms. Rachel Ballezzi City of Ocean City 115 East 12th Street Ocean City, NJ 08226 Email: rballezzi@ocnj.us Via Electronic Mail

Re: Proposal for Road and Drainage Design

Moorlyn Terrace – Atlantic Avenue to Boardwalk

Bay-Simpson Alley – 100 block
Haven Simpson Alley - 1000 block
West-Asbury Alley - 1300 block
Simpson Avenue - 1600 Block
Simpson Avenue - 1700 Block
18th Street – Bay to Simpson
Bay-Simpson Alley - 1700 block
36th Street – West to Haven
Haven-West Alley - 3600 block
Ocean City, NJ

Dear Ms. Ballezzi,

Pursuant to your request, we are pleased to present our proposal for professional engineering services to be rendered in association with road and drainage design project for the above referenced location.

In order to accomplish the anticipated project goals, we wish to offer the following Scope of Services:

1.0 PLANS

1.1 ROAD AND DRAINAGE PLAN

This office shall provide engineering services in accordance with the City of Ocean City standard RFP in order to complete the scope of work for the paving the below roads:

- You will provide 24x36 paper plans with the City of Ocean City base map and spread survey points for the desired location of work.
 - Moorlyn Terrace Atlantic Avenue to Boardwalk
 - o Bay-Simpson Alley 100 block
 - o Haven Simpson Alley 1000 block
 - o West-Asbury Alley 1300 block
 - o Simpson Avenue 1600 Block
 - o Simpson Avenue 1700 Block

130 West Seaview Avenue Linwood, NJ 08221 (609) 992-8409

Arthur@ArthurChewConsulting.com www.ArthurChewConsulting.com

- o 18th Street Bay to Simpson
- o Bay-Simpson Alley 1700 block
- o 36th Street West to Haven
- o Haven-West Alley 3600 block
- This office will provide survey from a New Jersey licensed surveyor
- This office will red line mark ups of the plans electronically for City of Ocean City draftsmen to draft.
- This office will provide bid quantities and specifications for all work.

Lump Sum for Survey in Item 1.1:	\$32,000.00
Lump Sum for Design in Item 1.1:	\$26,000.00
TOTAL Item 1.1:	\$58,000.00

2.0 ADDITIONAL SERVICES

For all services excluded from the proposal a separate proposal can be provided or services can be supplied on a time and material basis as follows:

- Principal \$150.00/hour
- Professional Engineer \$90.00/hour
- Inspector \$70.00/hour
- Drafting \$85.00/hour
- All rates are portal to portal

The above proposal does not include, within the quoted price, the following:

- A. Survey.
- B. Soil borings and soil tests. We can provide this service for an additional fee.
- C. Any/All Application or permit fees to the Municipality, County, State or Regulatory agencies.
- D. Attendance at any meetings, unless outlined above.
- E. Drafting Services.
- F. Printing and mailing
- G. Any additional reproduction. A reproduction fee of \$5.00 per plan sheet and \$0.15 per report sheet will be charged.
- H. Any mailing costs

We appreciate being given this opportunity to submit this proposal to you and look forward to working with you on this project. If you should have any questions or comments related to this proposal, please feel free to contact me at (609) 992-8409 or email me at Arthur@ArthurChewConsulting.com.

Sincerely,

Athur O Chew

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TERMS AND CONDITIONS

- 1. AGREEMENT: These Terms and Conditions and Scope of Services to this Proposal constitutes the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Terms and Conditions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties. This Agreement shall apply to, and be binding for, any project where Client engages Arthur Chew Consulting, LLC for services.
- 2. **RIGHT OF ENTRY**: When services require entry to property, the Client agrees to obtain legal right-of-entry on the property.
- 3. **DOCUMENTS**: All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic format, prepared by Arthur Chew Consulting, LLC are instruments of Arthur Chew Consulting, LLC's service that shall remain Arthur Chew Consulting, LLC's property and shall retain all common law, statutory and other reserved rights including copyright. The Client agrees not to use Arthur Chew Consulting, LLC-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Arthur Chew Consulting, LLC without Arthur Chew Consulting, LLC's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Arthur Chew Consulting, LLC will be at the Client's sole risk and without liability to Arthur Chew Consulting, LLC or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Arthur Chew Consulting, LLC from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by Arthur Chew Consulting, LLC will entitle Arthur Chew Consulting, LLC to further compensation at rates to be agreed upon by the Client and Arthur Chew Consulting, LLC.

- 4. **DISPOSAL OF SAMPLES**: Arthur Chew Consulting, LLC will discard samples upon completion of the services covered under this Agreement, unless the Client instructs otherwise in writing.
- 5. **HAZARDOUS MATERIALS:** The scope of Arthur Chew Consulting, LLC's services for this Agreement does not include any responsibility for detection,

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remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES**: When construction-phase services are included in the Agreement, Arthur Chew Consulting, LLC will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or any inspections of the work, unless otherwise expressly set forth in the Scope of Services.

Arthur Chew Consulting, LLC is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Arthur Chew Consulting, LLC's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE**: Arthur Chew Consulting, LLC and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by licensed professionals providing similar services. The Client agrees that services provided by Arthur Chew Consulting, LLC will be rendered without any warranty, express or implied.

Arthur Chew Consulting, LLC shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that Arthur Chew Consulting, LLC has been engaged to provide technical professional services only, and that Arthur Chew Consulting, LLC does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS**: When required as part of our Scope of Services, Arthur Chew Consulting, LLC will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Arthur Chew Consulting, LLC hereunder will be made on the basis of Arthur Chew Consulting, LLC's experience and qualifications and will represent Arthur Chew Consulting, LLC's judgment as an experienced and qualified design

professional. Arthur Chew Consulting, LLC does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices for performing the work.

9. PAYMENT: Payment shall be due prior to release of work products. Invoices are due upon receipt and are considered past due thirty days after receipt. The invoices will reflect services completed and reimbursable expenses incurred to date. Past due accounts will force us to suspend services until the account is made current, without liability to Arthur Chew Consulting, LLC. Reports, plans and specifications will not be released for pricing, permit or construction if there is a past due balance. Amounts unpaid ninety days after receipt of invoice shall bear interest at eighteen percent (18%) per annum. The Client shall pay Arthur Chew Consulting, LLC for all expenses, including reasonable attorney's fees and staff time expended or incurred in collecting any payment of past due accounts.

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on Arthur Chew Consulting, LLC's net income. Client shall promptly pay Arthur Chew Consulting, LLC for any Taxes actually paid by Arthur Chew Consulting, LLC on behalf of Client, or which are required to be collected or paid by Arthur Chew Consulting, LLC. Arthur Chew Consulting, LLC may bill Client separately for such Taxes

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), lender consents, or for any other purpose relating to services performed by Arthur Chew Consulting, LLC, in connection with services performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

10. SUSPENSION OF SERVICES: The Client may, at any time, by written notice, suspend further services by Arthur Chew Consulting, LLC. The Client shall remain liable for, and shall promptly pay Arthur Chew Consulting, LLC for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Arthur Chew Consulting, LLC's services on the project, Arthur Chew Consulting, LLC and the Client shall renegotiate Arthur Chew Consulting, LLC's fee.

If payment of invoices by the Client is not maintained current, Arthur Chew Consulting, LLC may, upon written notice to the Client, suspend further services

until payments are brought current. The Client agrees to indemnify and hold Arthur Chew Consulting, LLC harmless from any claim or liability resulting from such suspension.

- 11. **TERMINATION:** This agreement may be terminated by either party upon not less than seven (7) days notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. The Client shall compensate Arthur Chew Consulting, LLC for services performed prior to termination and for prior authorized commitments made by Arthur Chew Consulting, LLC on the Client's behalf.
- 12. **CHANGES OR DELAYS**: Unless this accompanying Proposal provides otherwise, the proposed fees constitute Arthur Chew Consulting, LLC's estimate to perform the services required to complete the project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.
- 13. **FORCE MAJEURE**: Arthur Chew Consulting, LLC will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, pandemic or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party, all of which shall be considered consequential damages.
- 14. LIMITATION OF LIABILITY: In recognition of the risks, rewards and benefits of the project, Client and Arthur Chew Consulting, LLC agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of Arthur Chew Consulting, LLC, 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 Arthur Chew Consulting, LLC 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 Arthur Chew Consulting, LLC under this Agreement, or the total amount of any available professional liability insurance for Arthur Chew Consulting, LLC at the time that the claim is resolved either by settlement, arbitration award, or final judgment.

- 15. WAIVER OF SUBROGATION: To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Arthur Chew Consulting, LLC and Client each waive any right to recover against the other for claims for damages arising during or after construction, to the extent such damages and claims are insured against, or required to be insured against, by Arthur Chew Consulting, LLC and Client under this Agreement.
- 16. WAIVER OF CONSEQUENTIAL DAMAGES: Client and Arthur Chew Consulting, LLC agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to any delay damages, any loss of use of the property, any rental expenses incurred, any loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the work under this Agreement, loss of reputation, or insolvency.
- 17. CAUSES OF ACTION AND APPLICABLE STATUTES: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations and/or statutes of repose shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after substantial completion. In no event shall such statutes commence to run any later than the date when Arthur Chew Consulting, LLC's services are substantially completed.
- 18. **INDEMNIFICATION**: REMOVED
- 19. **CERTIFICATIONS**: Arthur Chew Consulting, LLC shall not be required to sign any documents, no matter by whom requested, that would result in Arthur Chew Consulting, LLC's having to certify the existence of conditions that Arthur Chew Consulting, LLC cannot ascertain, or provide any guaranty or warranty.
- 20. **RELIANCE**: Unless otherwise specifically indicated in writing, Arthur Chew Consulting, LLC shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.
- 21. **GOVERNING LAW**: This Agreement shall be governed by the Law of the State of New Jersey. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey.

22.	to be invalid or uner shall remain in full the agree to reform the unenforceable provi	nforceable in whole or in par force and effect and be bindi contract between them to rep	eable provision that comes as
the abo	ove scope of services	_ day of and I have the authority to e ions, on behalf of my firm.	, 2025, I approve and authorize execute this Agreement, including
Ву:			
Printed	l Name:		

RESOLUTION

No. 25-62-542

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ACUITY CONSULTING SERVICES, LLC FOR AFFORDABLE HOUSING PLANNING AND NEXT PHASE OF SERVICES AND RESPONSE TO FSHC CHALLENGE

WHEREAS, the City of Ocean City requires professional consulting services for affordable housing planning services for the next phase of Fourth Round affordable housing compliance and for supporting planning services to respond to the challenge from Fair Share Housing Center ("FSHC"); 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, Acuity Consulting Services, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Acuity Consulting Services, LLC has not 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 Acuity Consulting Services, LLC from making any contributions through the term of the contract; 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 the terms and conditions of the contract and recommend award of a professional service contract to Acuity Consulting Services, LLC for affordable housing planning services for the next phase of Fourth Round affordable housing compliance and for supporting planning services to respond to the challenge from Fair Share Housing Center ("FSHC"); and

WHEREAS, this contract is awarded through an alternative non-advertised method of award 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 **Acuity Consulting Services**, **LLC**, **65 Capri Drive**, **Brick**, **NJ 08723** as follows:

Professional Service Contract

<u>Item</u>	<u>Description</u>	Total Amount
1.	Affordable Housing Planning Services (Not To Exceed)	\$16,500.00
Total A	\$16,500.00	

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

RESOLUTION

No. 25-62-542

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Acuity Consulting Services, LLC, for the finalization of the Vacant Land Adjustment analysis and prepare a Housing Plan Element & Fair Share Plan; and

The Director of Financial Management certifies that funds are available and shall be charged to Trust Account #T-12-56-175-026.

Frank Donato III, CFO Director of Financial Management Terry Crowley, Jr. Council President

Files: RPS 2026 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, December 4, 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



September 15, 2025

Via email: gsavastano@ocnj.us; fdonato@ocnj.us; cgundersen@ocnj.us;

George Savastano, Business Administrator/Municipal Engineer Frank Donato III, Chief Financial Officer Christine Gundersen, Manager of Capital Planning City of Ocean City 861 Asbury Avenue Ocean City, New Jersey 08226

Re: Affordable Housing Planning and Administrative Agent Services Next Phase of Services and Response to FSHC Challenge City of Ocean City, New Jersey

Dear Mr. Savastano, Mr. Donato, and Ms. Gundersen:

Acuity Consulting Services, LLC ("ACS") is pleased to provide this Proposal for affordable housing planning services for the next phase of Fourth Round affordable housing compliance and for supporting planning services to respond to the challenge from Fair Share Housing Center ("FSHC"). Our professionals have prepared the Fourth Round Housing Plan Element and Fair Share Plan ("Plan"), including a Vacant Land Adjustment analysis, for the City of Ocean City and maintain detailed knowledge regarding the City's affordable housing goals and needs. We will leverage our local knowledge and extensive experience to provide the highest quality of service for the City of Ocean City.

The proposed Scope of Services is outlined within the subsequent sections of this proposal for your consideration.

Scope of Services

The scope of services that ACS proposes to provide to the City is outlined below.

Task 1: Affordable Housing Planning Services

ACS will provide the following services:

1. As our initial proposal was focused on services through the submission of the Housing Plan Element and Fair Share Plan on June 30, 2025, this proposal is for funding to prepare the items anticipated to be needed for court compliance through December 31, 2025. In addition, we will provide planning support and analysis to respond to the challenge submitted by FSHC. It is also is anticipated that the Uniform Housing Affordability Controls ("UHAC") will be comprehensively updated this fall, which would require additional updates to the City's affordable housing ordinances, spending plan and related documents. Further, as the Fourth Round compliance framework and process may generate questions from the City, developers, the public, and other entities, this in conjunction with the typical day-to-day affordable housing questions that arise, are



anticipated to create a need for day-to-day services to handle various questions and minor tasks. In order to address these items, we would recommend an additional budget of \$16,500 be provided to support these compliance services through December 31, 2025.

Proposed Budget: \$16,500

A purchase order or other written authorization is respectfully requested as an indication of authorization to proceed. Work on this project will commence immediately upon receipt of written authorization.

Limitations and Exclusions

The limitations and exclusions for this proposal are set forth below:

- 1. The budget outlined above assumes that the City will only require a modest amount of day-to-day services, and does not include any services related to additional objections, litigation, special planning studies/analyses, or other services.
- 2. While this project is unlikely to require significant reimbursable expenses, any reimbursable expenses related to transportation costs for site visits, preparation of meeting exhibits, express mail or certified mail, if required, and other items would be invoiced at cost.
- 3. Please note that we may retain certain highly qualified subcontractors to assist with certain specialized tasks for aspects of the services outlined above, if needed.
- 4. This proposal does not include services for the preparation of any documentation based upon any new regulations, legislation, executive orders, court decisions, policy, third party comments or objections, or similar activities that occur subsequent to the date of issuance of this proposal. Should new regulations, legislation, executive orders, court decisions, policy, third party comments or objections, or similar activities occur subsequent to the issuance of this proposal and create a need for additional services, we will provide a separate or updated proposal for any required services.

We thank you for the opportunity to submit this proposal, and look forward to working with you on this project. Should this proposal meet the City's approval, please provide our office with a purchase order or other written authorization as an indication to proceed with work. In the meantime, should you have any questions, please do not hesitate to contact me via phone at 908-675-1785, or via email to peterv@acuitytoday.com.

Very truly yours,

Acuity Consulting Services, LLC

Peter Van den Kooy, PP, AICP

Vice President

cc: Dottie F. McCrosson, Esq., City Solicitor (DMcCrosson@OCNJ.US)

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-543

AUTHORIZING THE REJECTION OF BIDS FOR CITY CONTRACT #26-12, DOWNTOWN STREET LIGHT IMPROVEMENTS FROM 6^{TH} STREET TO 7^{TH} STREET

WHEREAS, specifications were authorized for advertisement by Resolution #25-62-515 on Thursday, October 23, 2025 for City Contract #26-12, Downtown Street Light Improvements from 6th Street to 7th Street; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 29, 2025 and the specifications were distributed to various bidders through the OpenGov E-Procurement platform; and

WHEREAS, bid proposals were opened for City Contract #26-12, Downtown Street Light Improvements from 6th Street to 7th Street on Thursday, November 20, 2025 and two (2) bid proposals were received; and

WHEREAS, Vincent C. Orlando (Engineering Design Associates, P.A.); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and have determined to reject all the bid proposals due to the need to substantially revise the specifications; and

WHEREAS, The City of Ocean City is authorized to reject bids in accordance with N.J.S.A. 40A:11-13.2(d); and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #26-12, Downtown Street Light Improvements from 6th Street to 7th Street is hereby rejected as stated above.

Terry Crowley, Jr.	
Council President	

Files: REJ CC #26-12 Downtown 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, December 4, 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. 25-62-544

REFERRING A PROPOSED RESOLUTION DECLARING BLOCK 600.05, LOTS 1 & 2, LOCATED AT 600 BOARDWALK, TO BE AN AREA IN NEED OF REHABILITATION TO THE OCEAN CITY PLANNING BOARD

WHEREAS, Block 600.05, Lots 1 & 2 (hereinafter, "the Property") is located at 600 Boardwalk and is in the On-Boardwalk; and,

WHEREAS, the current owner of the Property has requested that City Council declare the Property to be an area in need of rehabilitation pursuant to the New Jersey Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1, *et seq.*); and,

WHEREAS, the request of the current owner is accompanied by a Rehabilitation Designation Report regarding the Property, a copy of which is attached hereto; and,

WHEREAS, N..J.S.A. 40A:12A-14 authorizes the governing body of any municipality, by Resolution, to determine whether, pursuant to the criteria set forth therein, an area within the municipality is in need of rehabilitation and that a program of rehabilitation, as defined in N.J.S.A. 40A:12A-3, may be expected to prevent further deterioration and promote overall development of the community; and,

WHEREAS, pursuant to N.J.S.A. 40A:12A-14(a), the governing body must refer the proposed Resolution, a copy of which is attached hereto, to the Planning Board for the Board's recommendation regarding the proposed declaration as an area in need of rehabilitation; and,

WHEREAS, referral of the attached Resolution to the Planning Board would in no way serve as an endorsement or approval of any specific use or project, nor would it confer development rights; rather, the referral would be the first step in a public process to consider the best way to revitalize of 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 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, December 4, 2025, with the voting record as indicated below.

NABAE	MOTION	CECOND	AVE	NAV	ADCENT	ADCTAINED
NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Window						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY RESOLUTION

DESIGNATING BLOCK 600.05, LOTS 1 & 2, LOCATED AT 600 BOARDWALK, TO BE AN AREA IN NEED OF REHABILITATION

WHEREAS, N..J.S.A. 40A:12A-14 authorizes the governing body of any municipality, by Resolution, to determine whether, pursuant to the criteria set forth therein, an area within the municipality is in need of rehabilitation and that a program of rehabilitation, as defined in N.J.S.A. 40A:12A-3, may be expected to prevent further deterioration and promote overall development of the community; and,

WHEREAS, pursuant to N.J.S.A. 40A:12A-14(a), the governing body referred this Resolution to the Planning Board and has received the Planning Board's recommendation regarding the proposed declaration as an area in need of rehabilitation.

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

- Block 600.05, Lots 1 & 2, located at 600 Boardwalk, meets one or more of the requirements of N.J.S.A. 40A:12A-14 to be designated an Area in Need of Rehabilitation, including the following:
 - A. A significant portion of the structures at the Property are in a deteriorated or substandard condition; and,
 - B. There is a pattern of underutilization of the Property since the former use was discontinued; and,
- 2. A program of rehabilitation, as defined in N.J.S.A. 40A:12A-3, may be expected to prevent further deterioration and promote overall development of the community; and,
- 3. Block 600.05, Lots 1 & 2, located at 600 Boardwalk is hereby designated as an Area in Need of Rehabilitation pursuant to N.J.S.A. 40A:12A-14.

Terry Crowley Council President



Keith A. Davis
Partner

kdavis@ndglegal.com

4030 Ocean Heights Avenue Egg Harbor Township, NJ 08234

t 609 927 1177 **f** 609 926 9721

August 13, 2025

Via Hand Delivery and Via Email: (mrasner@ocnj.us)

Terry Crowley, Jr., Council President The City of Ocean City 861 Asbury Avenue Ocean City, NJ 08226

RE: Request for Area in Need of Rehabilitation Designation

Block 600.05, Lots 1 and 2

Ocean City, Cape May County, New Jersey 08226

Our File No.: 09615-011

Dear Council President Crowley and Members of the Ocean City Council:

Please be advised that this firm represents 600 Boardwalk LLC, the owner of the above-referenced property in Ocean City. The purpose of this letter is to respectfully request City Council evaluate and consider the above property as an area in need of rehabilitation under the New Jersey Local Housing and Redevelopment Law (N.J.S.A., 40A:12A-1 et seq.).

The subject site is an approximately 2.53-acre parcel situated between E Sixth Street (north), Plaza Place (south), the Boardwalk (east), and Wayne Avenue (west). The site is presently improved with structures and improvements associated with the former Gillian's Wonderland Pier (the "Pier"). The Pier ceased operations on October 13, 2024. Currently, four (4) small businesses operate in the remnants of the pier building, including Ocean City Pizza Company, Dead End Bakehouse, Wonderland Pier Arcade, and OC Bikes and Rentals.

Due to the combined effects of accelerated environmental wear, resulting from the property's exposed beachfront location, and a prolonged period of deferred maintenance, the existing structures on site have undergone substantial deterioration. This deterioration affects not only the pier structure itself, but also its underlying structural support and the remnants of the former amusement rides.

As a result of this environmental stress and extended deterioration due to lack of proper maintenance, the condition of the pier and associated attractions has fallen well below modern safety and operational standards. To ensure the property's viability for long-term use, comprehensive remedial work, including significant structural rehabilitation or full replacement, is required.

Terry Crowley, Jr., Council President The City of Ocean City August 13, 2025 Page -2-

Pursuant to N.J.S.A. 40A:12A-14, a municipality's governing body may, by resolution, designate an area (or individual property) as in need of rehabilitation if "a significant portion of structures therein are in a deteriorated or substandard condition." This designation may also be based on other qualifying criteria under the statute, including outdated housing stock, persistent vacancies that detract from the area's overall vitality, or persistent arrearage of property tax payments.

As discussed in the enclosed Rehabilitation Designation Report prepared by Tiffany A. Morrisey, AICP, PP, the significant deterioration of the pier, specifically the structural support and the remnants of the former amusement rides, results in a significant portion of the site being in deteriorated and substandard condition. The total cost to make these necessary repairs to the pier structure and associated rides would be approximately \$7,500,000 to \$10,000,000. In order to prevent further deterioration and promote the significant structural repairs and replacements necessary for the long-term utilization of the site, a program of rehabilitation pursuant to N.J.S.A. 40A:12A-14 should be instituted.

Before adopting such a resolution, the governing body must refer the proposed rehabilitation designation to the Planning Board for review and recommendation within 45 days. Following the Planning Board's review, the governing body may adopt the resolution, thereby establishing the area in need of rehabilitation. It is important to note that no development rights are extended by the rehabilitation designation. No actual project or proposal is "approved" with a rehabilitation designation. That would not occur unless and until a redevelopment plan were approved by Council.

After the area in need of rehabilitation were to occur, the City may proceed with designating a redeveloper for the site and begin crafting a site specific redevelopment plan to guide future development. This redevelopment plan must go through the formal ordinance adoption process. Further, any actual redevelopment would be subject to the Planning Board's site plan review powers, necessitating additional meetings and review. The benefit of this process is that Ocean City Council remains in control of the process and has the final word on the parameters of any redevelopment project. But to get to that point, the area in need of rehabilitation designation must first occur to allow for any redevelopment project.

In support of this designation, enclosed herein please find the following:

- 1. Ten (10) copies of Rehabilitation Designation Report, prepared by Tiffany A. Morrisey, AICP, PP dated August 11, 2025;
- 2. Ten (10) copies of Survey of Site prepared by the Hyland Group dated March 17, 2021
- 3. Ten (10) copies of Amusement Report prepared by Rides4u, Inc. dated March 2025;
- 4. Ten (10) copies of Caritas Construction Cost Estimate for Remedial Work for Wonderland Pier Foundation and Piling Work dated April 16, 2025.

Terry Crowley, Jr., Council President The City of Ocean City August 13, 2025 Page -3-

The Applicant has been advised that this request will be considered at the August 21, 2025 meeting of Council in City Hall. Should Council require any additional documents or information in anticipation of the August 21, 2025 meeting, please do not hesitate to contact me.

Thank you, as always, for your kind attention and usual courtesies.

Very truly yours,

NEHMAD DAVIS & GOLDSTEIN, P.C.

BY:

KEITH A. DAVIS

KAD:tlc Enclosure

cc:

600 Boardwalk LLC (via email)

Tiffany A. Morrisey, AICP, PP (via email)

Kevin Dixon, PP, PE (via email)

Michael J. Lario, Jr., Esquire (via email)

REHABILITATION DESIGNATION BOARDWALK AND SIXTH STREET BLOCK 600.05, LOTS 1 & 2 CITY OF OCEAN, CAPE MAY COUNTY

August 11, 2025

Adopted by the Governing Body by Resolution No. ---- on -----

Prepared By:

Tiffany A. Morrissey, AICP, PP#5533

The original of this document was signed and sealed in accordance with NJAC 13:41-1.3.b

Tiffany A. Cuviello, PP, LLC

ommunity Development

«L Planning

Tiffany A. Morrissey, PP, AICP
7 Equestrian Drive
Galloway, NJ 08205
(856) 912-4415
tamorrissey@comcast.net

REHABILITATION DESIGNATION BOARDWALK AND SIXTH STREET BLOCK 600.05, LOTS 1 & 2 CITY OF OCEAN, CAPE MAY COUNTY

MAYOR

Jay A. Gillian

COUNCIL MEMBERS

Terry Crowley, Council President
Pete Madden, Council Vice President
Keith Hartzell
Jody Levchuk
Dave Winslow
Sean Barnes
Tony Polcini

PLANNING BOARD

John Loeper, Chairman
Gary Jessel, Vice Chairman
Dean Adams
Joseph Sheppard
Matthew Vanderschuere
John Birch
Vince Bekier
Sean Barnes
Michael Allegretto
Shannon Halliday, Alt I
Teric Stell, Alt II

Gary Griffith, Solicitor David Scheidegg, Prof. Engineer Randall E. Scheule, Planner Jaime M. Felker, Secretary

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EXECUTIVE SUMMARY

The State of New Jersey in 1992 adopted the Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-1 et seq. with the purpose of providing municipalities with tools to help address deterioration of properties which are not likely to be improved or corrected by private effort alone. Since that time municipalities have used the LRHL to create Redevelopment or Rehabilitation areas in their communities and adopt Redevelopment Plans which are designed to encourage investment and improvements. This has resulted in the reuse of formerly underutilized or abandoned properties which have created new investments, housing, employment and other positive impacts to communities.

The City of Ocean City has entertained the use of the LRHL in the past through the creation of three Redevelopment/Rehabilitation areas since 2005. These are listed below:

- July 14, 2005 by Resolution 05-18

 Flanders Hotel Site Redevelopment Area
- December 22, 2009 by Resolution 09-46-253 Central Business/Historic District Rehabilitation Area
- March 14, 2013 by Resolution 13-49-179 Marine Village Harbor Rehabilitation Area

This report proposes a new Rehabilitation Area for the former Wonderland Amusement Pier along the Ocean City Boardwalk. The Pier closed in October of 2024 and due to extensive repair costs to many of the rides and necessary improvement costs, is not planned to be reopened. The property is an anchor on the City Boardwalk and has been a destination for visitors for just shy of six decades. Over the past several years the property was unable to sustain the changing market conditions and repairs and improvements were deferred resulting in substantial costs for necessary improvements to the rides and pier.

This report reviews the existing conditions of the property and determines that the site does meet the standard to be determined an Area in Need of Rehabilitation. The report further finds that a program of rehabilitation, as provided for by law, would result in future investment back into the property and prevent further deterioration of these conditions, thereby promoting the overall development of the community.

INTRODUCTION

The following study has been prepared for the Governing Body of Ocean City to determine whether the property located between the Boardwalk and Wayne Avenue at Sixth Street qualifies as an "Area in Need of Rehabilitation" in accordance with the New Jersey Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-1 et seq.

On ----- the Ocean City Council by Resolution # ---- directed the Planning Board to provide a recommendation as to whether or not the subject property met the criteria as an "Area in Need of Rehabilitation" in accordance with the LRHL. The primary purpose for this effort is to help strengthen the City's economic base by improving the conditions and redevelopment opportunities on property suited for such development.

As provided for in the Local Redevelopment and Housing Law, the City must gather and evaluate existing conditions of the study area in order to conclude if the area warrants a finding that the property meets the criteria of an area in need of rehabilitation. Such a designation permits the City to undertake a number of activities to help revitalize and redevelop the Area, activities that would not be possible otherwise. These include the preparation of a Redevelopment Plan which establishes zoning standards for new development, enables the leasing or selling of property without public bidding, contracts with private entities, the use of various tax abatement programs and other actions in conjunction with the adopted Redevelopment Plan.

The LRHL specifies a process which must be followed in designating a rehabilitation area. This is a four-step process as follows:

 The Governing Body prepares a proposed resolution with any supporting report attached, which would declare identified properties as an area in need of rehabilitation and refers that proposed resolution and any report attached to the Planning Board for its review.

- 2. Within 45 days of the receipt of the proposed resolution, the Planning Board submits its recommendations, including any modifications recommended, to the Governing Body for its consideration. The Governing Body is not bound by the Planning Board's recommendations and may adopt a resolution with or without modifications. If the Planning Board does not submit recommendations within 45 days, the Governing Body may adopt the resolution with or without modification.
- 3. The Governing Body adopts the proposed resolution, with or without modification, designating the proposed area as an Area in Need of Rehabilitation.
- 4. The Rehabilitation Designation is required to be sent to the NJ Commissioner of Community Affairs for review.

No development approvals are granted to the property owner or any designated redeveloper of the property by the Area in Need of Rehabilitation Designation. Rather, the Designation would allow – in the future – for a redevelopment plan to be proposed to Council and the approval of that can only be effectuated by the adoption of an ordinance.

STUDY AREA

The Study Area includes the property between the Boardwalk and Wayne Avenue extending along Sixth Street and Plaza Place, known as Block 600.05, Lots 1 and 2 on the City tax maps. Included as Exhibit I is a survey showing the extent of the properties within the Study Area. The Study Area contains the former Wonderland Pier located between Wayne Avenue and the Boardwalk and between Sixth Street and Plaza Place. The property does include the Riparian areas extending from the western edge of the boardwalk toward the Atlantic Ocean. The Boardwalk is a public Boardwalk and the Riparian Area is subject to a Tidelands Grant from 1924 and 1925, however the focus of this report is on that area west of the Boardwalk.

The property was historically known as the Wonderland Pier, containing various amusement rides, food sales and games. The property has an upper and lower level. The amusement rides varied over the years, but the Ferris Wheel, merry-go-round and log flume have been long-standing features. Other amusements include bumper cars, elevated train, swings, and other similar items. The property also provided concessions within the building which ran the full length of the Boardwalk.

Zoning

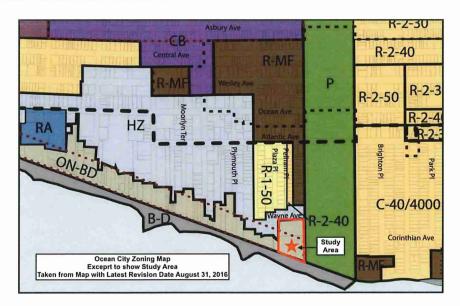
The study area is located in the On Boardwalk (ON-BD) zoning district as shown on the map below. The zoning district permits retail, entertainment, amusement and restaurant land uses. The purpose of the district is provided for under Section 25-205.5.1 as follows:

"The On-Boardwalk Zone established in § 25-201.2 of this Ordinance is intended to reserve a portion of the Atlantic Ocean frontage exclusively for resort commercial and commercial recreational use adjacent to the Boardwalk from 6th Street to 14th Street. This zone contains one of Ocean City's major resort attractions, consisting of many small specialty shops, boutiques, restaurants, amusement and entertainment facilities abutting a sunlit planked promenade with an unobstructed ocean view, which encourages leisurely sitting, strolling, jogging and bicycling for pleasure, recreation and health."

A portion of the study area is also located within the City's Special Improvement District (SID) which was created in 1995 and is designed to encourage investment which promotes the economic and general welfare of the District and the City. The SID provides for a special assessment to be collected by the City for the funding of the District Management Corporation. The District Management Corporation provides funds and programs for special events, new businesses, improvements to attract new businesses and other similar functions related to the economic development within the SID.

The riparian area of the Study Area extends to the east of the Boardwalk and is located within the City's Beach Dune (B-D) zoning district. The purpose of this district is provided for under Section 25-206.2.1 as follows:

"The Beach and Dune Zone established in § 25-201.3 of this Ordinance delineates areas in Ocean City where beaches and dunes have developed and are deemed to be part of those landforms which provided a natural protection from flooding. The purpose of establishing the Beach and Dune Zone is to regulate the use of this flood preventative land form in ways that will not destroy its flood preventative function, in accordance with N.J.S.A. 40:55D-2(a),(b),(g) and (j), in order to secure safety from flood and other natural disasters; to provide sufficient space for recreational uses in order to meet the needs of all New Jersey citizens; and to promote the conservation of a valuable natural resource."



Surrounding Area

The Study Area is abutted by streets on three sides and the Boardwalk to the east. The properties to the north consist of the Ocean City High School and associated athletic fields. There is also a public parking area and City recreational facilities located between the High School and the Boardwalk. The most prominent feature in the area is the Boardwalk which runs along the property and extends from Saint James Place to the north down to 23rd Street. The Boardwalk is wider between 14th Street and 5th Street, where there are more commercial and entertainment land uses. Along the Boardwalk are a variety of retail, restaurant and entertainment uses. Just off the Boardwalk are various hotels, condominiums and vacation rentals.

To the west of the property are existing residential units and a parking lot. The residential units consist of both single and multi-family structures, with the majority of the units being multi-family condominiums. Single family units are generally located to the west of Wayne Avenue along Plaza Place and further down Pelham Place. To the south of the site along Plaza Place are residential condominiums.

State Plan

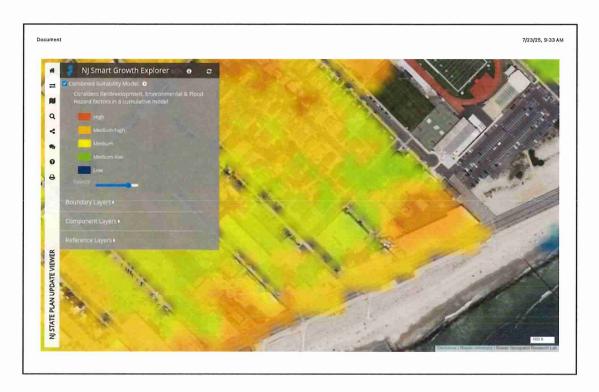
The majority of Ocean City is within an Environmentally Sensitive Barrier Island Planning Area (PA5B) under the New Jersey State Development and Redevelopment Plan. There are no designated centers, cores or nodes within the City. Despite this the City is part of a Statewide Sewer Service Area for all of the developed areas. The area of the City within the Sewer Service area is also identified as a Smart Growth Area. The Smart Growth Area is shown on the map below and encompasses the developed areas of the City.



The identification of the City's developed areas as a Smart Growth Area demonstrates that the redevelopment or rehabilitation of properties is appropriate and consistent with smart growth planning principles. Although the City is a barrier island, it is recognized that the developed areas should be serviced by infrastructure and that the developed areas are within a Smart Growth area which means that the continued use and development in these areas are appropriate.

Further analysis using the New Jersey Smart Growth Explorer Beta Map (included below) shows that the site is primarily within a High and Medium-High area as being suitable for redevelopment. The area along Wayne Avenue is shown as Medium-Low as suitable for redevelopment, this is due to the 5-foot sea level rise mapping and is not necessarily a reason to discourage redevelopment as this impacts a large part of all coastal communities. The appropriate design during redevelopment of a property will mitigate any area that is shown as Medium-Low suitability. The majority of the property is within

a High and Medium-High suitability for redevelopment; therefore, any redevelopment of the entire property would be consistent with smart-growth principles.





STATUTORY REQUIREMENTS

This document consists of the Study which is a gathering and evaluation of existing conditions in order to conclude if they warrant a finding that the area is in Need of Rehabilitation under the statutory requirements. In accordance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-14) an area can be determined to be in Need of Rehabilitation if it is determined that a program of rehabilitation may be expected to prevent further deterioration and promote the overall development of the community. It must also be found that any of the following conditions exist in the area:

- 1. A significant portion of the structures therein are in a deteriorated or substandard condition;
- 2. More than half the housing stock in the delineated area is at least 50 years old;
- 3. There is a pattern of vacancy, abandonment or underutilization of the properties in the area;
- 4. There is a persistent arrearage of property tax payments on the properties in the area;
- 5. Environmental contamination is 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.

The LRHL defines Rehabilitation to mean "an undertaking, by means of extensive repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in an area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area." If any of the above criteria are met then it must also be found that a program of rehabilitation, as defined herein, may be expected to prevent further deterioration and promote the overall development of the community.

FINDINGS

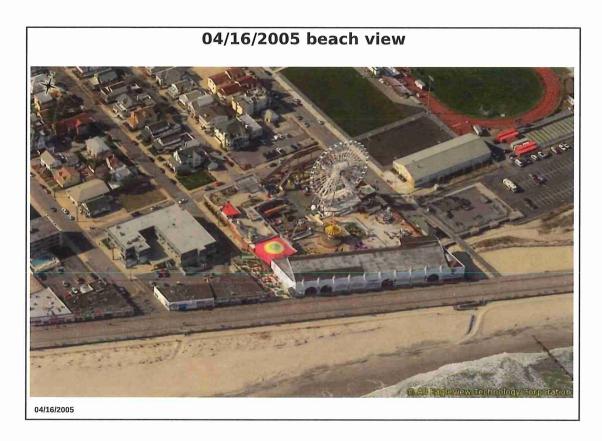
Where there exist conditions of deterioration of land uses and services and an improper, or lack of proper development, the legislature has adopted the LRHL to aide local governments to help reverse these conditions. This statute was adopted by the legislature to aide local governments in "promoting the physical development that will be most conducive to the social and economic improvement of the State and its several municipalities." (N.J.S.A. 40A:12A-2a & c)

An investigation of the Study Area was completed which included a review of the existing property and improvements, the physical condition of the structures and improvements, reports prepared by licensed professionals relating to the existing improvements and structures on the property and other similar items. The investigation concluded that the Study Area meets the following required criteria to be declared an area in need of rehabilitation as defined by the LRHL.

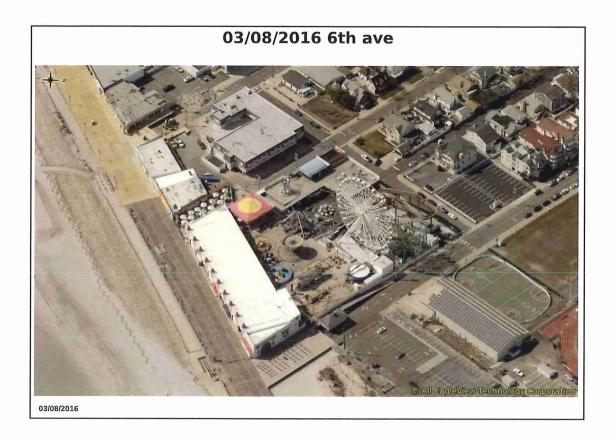
Historical Use

The property operated as an amusement pier since 1965. The facility closed in the Fall of 2024, with the last day of operation on Sunday October 13, 2024¹. Since then, many of the amusements have been removed. This summer, 2025, a small portion of the pier was reopened with a pizza and bagel shop, a bike rental shop and small amusements such as arcade games and the like. The area being utilized currently accounts for approximately 20% of the entire property. The following maps show the site while fully operational and how it appears as of March of 2025. There is a clear change to the property with the removal of the amusement features that were in fact the core of the site's operations.

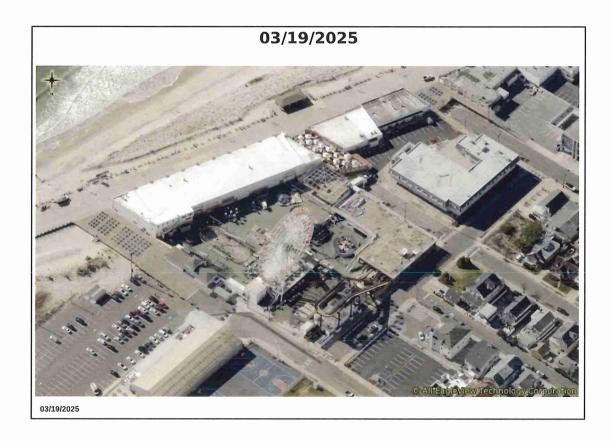
¹ Press of Atlantic City article, "Visitors say goodbye to Gillian's Wonderland on its Final Day" by John Russo, October 13, 2024



The above photo from Cape May County Pictometry Imagery was taken in April of 2005. Wonderland was full of amusement attractions including the Ferris Wheel, Swings, Log Flume, and other rides and features on the upper and lower decks and inside the building.



The above photo from Cape May County Pictometry Imagery was taken in March of 2016. The site contains multiple amusement attractions including the Ferris Wheel, Log Flume, Swings and other features on the upper and lower levels.



The above photo from Cape May County Pictometry Imagery was taken in March of 2025. The site still contains some of the amusement attractions, but many have been removed. The upper level is empty, the swings are gone and remaining are the Ferris Wheel, Log Flume and some smaller attractions. Many of these have been removed as of the writing of this report.

Property Conditions

The property has existed as an amusement pier since 1965. It has been subject to coastal storms, hurricanes and flooding. The salt water and air also impact the property. This is true for all shoreline communities, however in this instance the impacts of the weather and environment have resulted in conditions which are contributing to the overall deterioration of the property which has suffered from deferred or nonexistent maintenance.

O'Donnell & Naccarato Structural Engineers conducted a site investigation and prepared a report dated March 24, 2025. The report focused on the elevated concrete section which is directly adjacent to the boardwalk on the east side of the Study Area. This area accounts for approximately 64,000 square feet which is 50% of the total property. The report found "that a significant portion of the structure is in a deteriorated and substandard condition."

The following is taken from page 2 of the March 24, 2025 report prepared by O'Donnell & Naccarato.

The concrete framing generally appeared to be in Poor to Extremely Poor condition.

Temporary wood shoring below much of the outer bay adjacent to the boardwalk as well as isolated locations elsewhere including cribbing for rides above were observed.

A summary of the deficiencies noted during the investigation is as follows:

- Cracking, spalling, and deterioration of concrete topping. Cracking was observed consistently at the support beam locations for typically the full length. Miscellaneous cracking was observed at isolated locations, but many did appear to align with the edge of planking below. Concrete spalls were observed throughout the topping and ranged in size from 1 SF to 8 SF. Approximately 10% of the topping was determined to be delaminated when sounded.
- Deterioration of overhead concrete at underside of hollow core precast concrete plank. Similar to the note above, numerous deficiencies were observed with additional exposed heavily corroded prestressing cables. Prestressing cables are located at the bottom of planks between hollow core cells. Efflorescence was built up and hanging from the underside in many of the planks.
- Cracking, spalling, and deterioration of concrete beams. Cracking was observed at the bottom of the beams for typically the full length.
 Miscellaneous cracking was observed at isolated locations and caused spalling which exposed corroded reinforcement.

Amusement Attraction Conditions

Existing on the property are three primary structures which are integral to the former amusement pier operations. These include the Carousel, the Ferris Wheel and the Log Flume Ride. Each of these components are in need of substantial repairs with estimated costs ranging between \$4,000,000 to \$6,500,000 based on a report prepared by Rides-4-U, Inc., a copy of this report is included in the Appendix.

The Carousel is from 1965, located within the enclosed structure on the pier. It served as a main attraction to the pier and is in need of substantial repair. According to the Rides-4-U report the electrical system requires replacement. The telescopes, which are the poles that support the carousel horses, are worn and in need of replacement or repair. The platforms for the carousel need to be rebuilt. The estimated costs of these repairs range from \$1,000,000 to \$1,500,000



Carousel Decking



Carousel Telescopes

The Ferris Wheel, a primary attraction to the pier, is in need of substantial repairs. According to the Rides-4-U Report the Ferris Wheel lights are non-functional and need to be replaced or repaired. The non-functioning lights were also noted in the October 13, 2024 Press of Atlantic City article where customers commented on how the Ferris Wheel "lights have been out all summer, and even longer" (Visitors Say Goodbye to Gillian's Wonderland on its Final Day, Press of Atlantic City, October 13, 2024, by John Russo). The center hub and main sweeps, also known as the spokes which extend from the center to the outer edge of the wheel, must be entirely rebuilt. The spreader bars which connect the sweeps and keep them spaced evenly, are worn out and need to be replaced. The estimated costs of these repairs range from \$1,500,000 to \$2,500,000.



Ferris Wheel Sweeps/Spokes



Ferris Wheel Spreaders

The Log Flume Ride was constructed in 1992. It is a primary structure and attraction and is also in need of repair and maintenance. According to the Rides-4-U report the upper troughs need to be rebuilt. Additionally, the electrical system needs to be entirely replaced. These repairs are estimated to cost between \$2,500,000 and \$4,000,000.

Rehabilitation Findings

Substantial credible evidence exists to support a determination that the properties in the Study Area meet one or more of the criteria outlined in Section 14 of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-14) to be declared an area in need of rehabilitation. Note, not all of the criteria must be satisfied to warrant a Rehabilitation Designation, if only one criterion is satisfied that provides sufficient cause for the Designation. Specifically, the following criteria are met:

Criterion "14.1"

Under criterion "14.1", a property qualifies as in need of rehabilitation if "a significant portion of the structures therein are in a deteriorated or substandard condition." (N.J.S.A. 40A:12A-14.1).

The Study Area consists of a former amusement park which contains numerous structures including the Ferris Wheel, Carousel and Log Flume attractions. These three attractions are the primary components of the property and all are in need of substantial repairs and improvements. Additionally, the elevated concrete portion of the Study Area, accounting for 50% of the area, is in a deteriorated and substandard condition. The condition of the Study Area therefore satisfies criterion "14.1."

Criterion "14.3"

Under criterion "14.3", a property qualifies as in need of rehabilitation if "there is a pattern of vacancy, abandonment or underutilization of the properties in the area" (N.J.S.A. 40A:12A-14.3).

The existing property is no longer functioning as an amusement pier. There is a small portion of the site that is being utilized for restaurant and entertainment use,

accounting for approximately 20% of the entire property and Study Area. The once active amusement pier no longer contains the extensive rides and attractions. It has not been occupied for ten months and is currently vacant and underutilized. These conditions satisfy criterion "14.3."

Program of Rehabilitation

When an area meets the statutory criteria to be determined in need of rehabilitation, it must also be found that a program of rehabilitation "may be expected to prevent further deterioration and promote the overall development of the community." (N.J.S.A. 40A:12A-14)

Rehabilitation is defined by statute under N.J.S.A. 40A:12A-3 to mean "an undertaking, by means of extensive repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area." In this particular case, the Study Area is in need of extensive repairs as evidenced by condition of the rides which form the core component of the former amusement pier, and the condition of the pier. These items are integral parts to the overall property and require significant repair and investment.

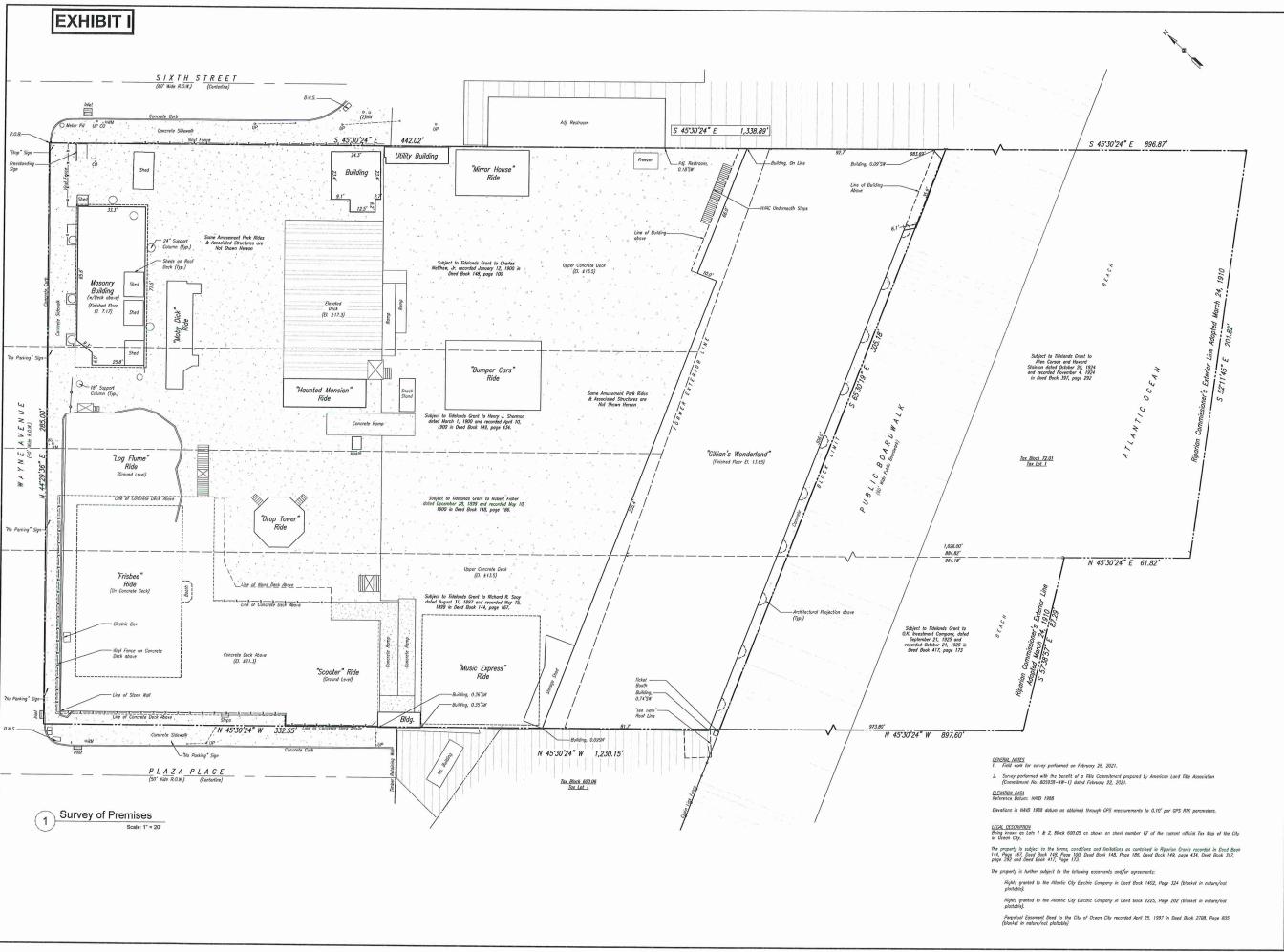
This property is an important part of the Ocean City Boardwalk, former the bookend as the last commercial site along the developed portion of the Boardwalk. The amusement pier has been closed since the Fall of 2024 and this summer season it has been utilized for limited purposes. It is therefore determined that a program of rehabilitation is necessary for this property and that such a program would in fact improve the conditions of the property and area and promote the overall development of the community.

CONCLUSION

The Study Area operated as an amusement pier since 1965. In October of 2024 it was closed and has remained underutilized since that time. Based on an analysis completed by O'Donnell & Naccarato Structural Engineers it was noted that portions of the pier are in substandard and deteriorating condition. Additionally, the three primary amusement rides are in substandard condition and in need of substantial investment and repair. As noted by Rides-4-U, the costs of repairing these amusement rides are exorbitant. Based on these findings, a program of rehabilitation, as provided for by law, would result in future investment back into the property and prevent further deterioration of these conditions, thereby promoting the overall development of the community.

Based upon the above findings, the Study Area meets the criteria of the Local Redevelopment and Housing Law as an area in need of rehabilitation under N.J.S.A. 40A:14. It is therefore recommended that the Governing Body and Planning Board take the action necessary to make that determination according to law.

- EXHIBIT I Site Survey
- APPENDIX I Governing Body Resolution
- APPENDIX II Planning Board Recommendation
- APPENDIX III Rides-4-U, Inc. Report





701 West Avenue, Suite 301 Ocean City, NJ 08226 609.398.4477

hdg

© COPYRIGHT

Thomas R. Deneka

600 Boardwalk Block: 600.05 Lots: 1 & 2 City of Ocean City Cape May County New Jersey

Certify	t

1. Initial Issuance

R.F.R. Project No.

T.R.D. 754.02

Survey of Premises



APPEND

Rides-4-U, Inc.

221 Evans Way, Suite E Somerville, NJ 08876 e-mail: info@rides4u.com www.rides4u.com

Tel: 908-526-8009 Fax: 908-526-4535

VIA EMAIL: emita@icona.com

600 Boardwalk LLC c/o Mr. Eustace W. Mita 2501 Seaport Drive, Suite 400 Chester, PA 19013

RE:

Condition of Specified Amusement Rides

Wonderland Pier

Ocean City, New Jersey

Dear Mr. Mita:

You have requested, based upon my significant experience in the amusement industry, that I inspect and provide my opinion as to the condition of specified amusement rides currently existing at the above-captioned location. These include the following:

- 1. Philadelphia Toboggan (Carousel)
- 2. 40mt Technical Park Wheel (Ferris Wheel)
- 3. Odi Hopkins Flume Ride (Flume Ride)

Based upon my review and inspection of these amusement rides, it is my considered opinion that they are all in a deteriorated and substandard condition for the following reasons:

Carousel -

- A. The electrical system needs to be replaced.
- B. The telescopes are worn and in need of replacement and/or repair.
- C. The platforms need to be rebuilt.
- D. Probable estimated repair cost for the Carousel is approximately \$1,000,000 to \$1,500,000.



Rides-4-U, Inc.

221 Evans Way, Suite E Somerville, NJ 08876 e-mail: info@rides4u.com www.rides4u.com

Tel: 908-526-8009 Fax: 908-526-4535

Ferris Wheel -

- A. The spreader bars are worn out and need to be replaced.
- B. The lights are non-functional.
- C. The center hub and main sweeps must be entirely rebuilt.
- D. Probable estimated repair cost for the Ferris Wheel is approximately \$1,500,000 to \$2,500,000.

Flume Ride -

- A. The upper troughs need to be rebuilt.
- B. The electrical system needs to be entirely replaced.
- C. Probable estimated repair cost for the Flume Ride is approximately \$2,500,000 to \$4,000,000

As my attached summary of qualifications indicates, I have been in the amusement industry for over forty years. Each of the above amusement rides is, for the reasons set forth above, in a deteriorated and substandard condition needing significant repairs in my professional opinion. I would estimate the cumulative total cost of the repairs to be between \$4,000,000 to \$6,500,000

I thank you for your attention to this matter.

Sincerely,

Leonard Soled President



2501 Seaport Drive, Suite SH200 Chester, PA 19103

Office: (610) 569-0569

Date:

4.16.2025

Gillian's Wonderland Pier

600 Boardwalk

Ocean City, NJ

Rev.: 0

Re-Construction Cost Estimate

ICONA Resorts Eustace W. Mita 2501 Seaport Drive, Chester, PA 19013

Complete Remedial Work for Wonderland Pier Foundation/Piling Work

Spec. No.	Trade	Cost
1	DEMO / TEMPORARY SHORING	\$670,000
2	CIP PRECAST PANELS	\$2,120,370
3	CIP CONCRETE REINFORCED BEAMS	\$61,111
4	CONCRETE / WOOD PILES	\$426,000
5	2" CIP STRUCTURAL CONCRETE TOPPING SLAB	\$165,000
	Total Trades Cost	\$3,442,481
	GENERAL CONDITIONS	\$157,983
	PERMIT	\$68,850
	INSURANCE BURDEN	\$34,425
	BUSINESS / MERCANTILE TAX	\$10,327
	BUILDERS RISK INSURANCE	\$0
	Construction Cost	\$3,714,066
	FEE	\$185,703
	Total Cost	\$3,899,769



Budget Qualifications and Assumptions

04/16/2025

Gillian's Wonderland Pier

General

- 1. The proposal was based on utilizing open shop labor and assumes normal working hours 7:00am to 3:30pm, Monday to Friday; premium time and holiday hours are excluded.
- 2. Caritas Construction includes obtaining construction permit with costs to be reimbursable.
- 3. Architectural and engineering design drawings and permit documents are excluded.
- 4. Builders risk insurance shall be by owner.
- 5. All utility fees have been excluded. Any utility deposits, usage fees, etc. will be paid by the owner.
- 6. We do not include any costs associated with governmental tariffs that may be imposed on goods and services utilized on the project.
- 7. This proposal is based on the structural report provided by O'Donnell Naccarato.

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 25-62-545

INTRODUCING AND APPROVING THE 2026 BUDGET OF THE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF OCEAN CITY

WHEREAS, as required by N.J.S.A. 40:56-84, the District Management Corporation shall submit a detailed annual budget for the approval by resolution of the governing body in an amount of \$361,553.00; and

WHEREAS, Business and Neighborhood Development Association, Inc. is designated as the District Management Corporation; and

WHEREAS, proper notice will be given by public advertising and posting in public places, regarding the time, place and the date of public hearing on the Special Improvement District Budget.

NOW THEREFORE BE IT RESOLVED, that the attached statements of revenues and appropriations shall constitute the Special Improvement District Budget for year 2026. Said budget shall be published in the Ocean City Sentinel Ledger in the issue of December 17, 2025. A hearing on the Special Improvement Budget will be held in the Ocean City Council Chambers on January 8, 2026 at 6:00 p.m.

CERTIFIED BY:		
Frank Donato III	Terry Crowley Jr.	
Chief Financial Officer	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, December 4, 2025, with the voting record as indicated below.

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

Melissa G. Rasner, City Clerk

2026 SPECIAL IMPROVEMENT DIST	NO I		Boardwalk		SID ZONES Ninth Street	٠.,	Asbury Avenue		TOTAL
		-	46.54%		8.14%		45.31%		TOTAL
			10.0 170		0.1470		40.0176		
REVENUES									
Total Levy by District		\$	85,896	\$	15,030	\$	83,627	\$	184,55
Fund Raising Acitivities/Sponsorships		\$	25,000		· <u>-</u>	\$	75,000	\$	100,00
Utilization of Prior Year Reserve		\$	42,000		_	\$	35,000		77,00
TOTAL REVENUES		\$	152,896	\$	15,030	\$	193,627		361,55
APPROPRIATIONS									
Overhead Expenses									
Office Supplies									
Administrative Assistance									-
Promotion Administration		\$	14,000			e	14.000		20.00
Conferences/Other Meetings		Φ	14,000			\$	14,000		28,00
State Fees/Payments									
otate i cesii ayinents	Subtotal	\$	14,000	\$		\$	14,000	No.	28,000
Salaries+Benefits									
Executive Director									_
Accountant									-
Maintenance Worker									· · ·
Payroll Taxes+ Benefits									_
	Subtotal				<u>-</u>				
Audit + Insurances		\$	5,352	\$	937	\$	5,211	\$	11,500
Promotions									
Advertising			15,000				38,000		53,000
Promotions			115,544		14,093		121,416		251,053
	Subtotal		130,544	AL SA	14,093		159,416		304,053
	·	_	100,011		14,000		109,410		304,030
Design & Maintenance Expenses		-	3,000		_		15,000		18,000
			0,000				15,000	·	10,000
Debt Service:State Loan Payable		\$		\$	-	\$	-	\$.	-
Reserved		-							
NOSCI VCU									-
Total Appropriations		\$	152,896	\$	15,030	\$	193,627	\$	361,553
ntroduction:			12/4/2025						
Advertisement			12/17/2025						
Public Hearing			1/8/2026						
Final Adoption			1/8/2026						
\			. (

Frank Donato CFO #N0651

RESOLUTION

No. 25-62-546

AUTHORIZING TRANSFERS OF APPROPRIATIONS OF THE 2025 LOCAL MUNICIPAL BUDGET PER N.J.S.A. 40A: 4-58

WHEREAS, N.J.S.A. 40A: 4-58, allows transfers to be made from excess appropriation balances to those appropriations deemed insufficient during the last two months of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Ocean City that the following transfers as per the attachment be authorized within the 2025 Local Municipal Budget.

	•	
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, December 4, 2025, with the voting record as indicated below.

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

Transfer Resolution #2 2025

T			
Transfer to:	Account Description		Amount
5-01-20-625-200	FINANCIAL MGMT/CITYWIDE OTHER EXPENSES	OE	40,000.00
5-01-20-025-100	HUMAN RESOURCES - SALARIES & WAGES	S/W	130,000.00
5-01-20-098-100	C/S-AQUATIC & FITNESS- SALARY & WAGES	S/W	105,000.00
5-01-20-610-100	FINANCIAL MGMT/ACCOUNTING-SALARY & WAGES	S/W	20,000.00
5-01-26-820-100	P/W SANITATION & RECEIVING - SALARY & WAGES	S/W	10,000.00
			305,000.00
	•		
Transfer from:	Account Description		Amount
5-01-20-630-200	TAX ASSESSMENT- OTHER EXPENSES	OE	40,000.00
5-01-25-770-100	FIRE DEPARTMENT-SALARY & WAGES	S/W	130,000.00
5-01-20-090-100	C/S-PUBLIC RELATIONS- SALARY & WAGES	S/W	105,000.00
5-01-20-640-100	TAX COLLECTION-SALARY & WAGES	S/W	20,000.00
5-01-26-840-100	P/W FIELD OPERATIONS - SALARY & WAGES	S/W	10,000.00
			\$ 305,000.00

RESOLUTION

No. 25-62-547

RESOLUTION CANCELLING TAXES AND AUTHORIZING A REFUND PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32

WHEREAS, N.J.S.A. 54:4-3.30, allows a Veteran's Disability Tax Exemption for qualified veterans; and

WHEREAS, JOSEPH WAGNER, owner of Block 210, Lot 13.01 Qual. C1 located at 205 ASBURY AVE, was approved for a property tax exemption according to N.J.S.A. 54:4-3.30 by the Ocean City Tax Assessor as of 10/15/2025; and said exemption has created a \$944.71 overpayment according to N.J.S.A 54:4-3.32, and

WHEREAS, it is the desire of the Ocean City Council, County of Cape May, State of New Jersey to adjust the records of the Tax Collector's Office in accordance therewith, which is the purpose of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Ocean City Council, County of Cape May, State of New Jersey, does hereby authorize a Veteran's Disability Property Tax Exemption according to N.J.S.A. 54:4-3.30; and resulting refund of exempt taxes paid according to N.J.S.A. 54:4-3.32.

Terry	Crowley	
Coun	cil 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, December 4, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden					1	
Polcini						,
Winslow						

RESOLUTION

No. 25-62-548

RESOLUTION CANCELING TAXES AND AUTHORIZING A REFUND PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32

WHEREAS, N.J.S.A. 54:4-3.30, allows a Veteran's Disability Tax Exemption for qualified veterans; and

WHEREAS, CHRISTOPHER ROBERTSON, owner of Block 411, Lot 26, located at 432 SIMPSON AVE, was approved for a property tax exemption according to N.J.S.A. 54:4-3.30 by the Ocean City Tax Assessor as of 6/10/2025; and said exemption has created a \$277.56 overpayment according to N.J.S.A 54:4-3.32, and

WHEREAS, it is the desire of the Ocean City Council, County of Cape May, State of New Jersey to adjust the records of the Tax Collector's Office in accordance therewith, which is the purpose of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Ocean City Council, County of Cape May, State of New Jersey, does hereby authorize a Veteran's Disability Property Tax Exemption according to N.J.S.A. 54:4-3.30; and resulting refund of exempt taxes paid according to N.J.S.A. 54:4-3.32.

Terry Crowley	
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, December 4, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley		·				
Hartzell						
Levchuk						
Madden						
Polcini						
\ 4 C I .						<u> </u>

RESOLUTION

No. 25-62-549

RESOLUTION CANCELING TAXES AND AUTHORIZING A REFUND PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32

WHEREAS, N.J.S.A. 54:4-3.30, allows a Veteran's Disability Tax Exemption for qualified veterans; and

WHEREAS, BRADLY JEWITT, owner of Block 1405, Lot 3, located at 305 15TH STREET, was approved for a property tax exemption according to N.J.S.A. 54:4-3.30 by the Ocean City Tax Assessor as of 5/7/2025; and said exemption has created a \$2,014.25 overpayment according to N.J.S.A 54:4-3.32, and

WHEREAS, it is the desire of the Ocean City Council, County of Cape May, State of New Jersey to adjust the records of the Tax Collector's Office in accordance therewith, which is the purpose of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Ocean City Council, County of Cape May, State of New Jersey, does hereby authorize a Veteran's Disability Property Tax Exemption according to N.J.S.A. 54:4-3.30; and resulting refund of exempt taxes paid according to N.J.S.A. 54:4-3.32.

Terry Crowley	
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, December 4, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						1
Polcini				***************************************		
Winslow						

RESOLUTION

No. 25-62-550

APPROVING TAX OVERPAYMENT REFUND #2025-16 THRU #2025-26

WHEREAS, the Tax Collector has certified and issued refund vouchers to the following tax payers who overpaid their taxes.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ocean City that authorization for refund be approved as per the attached schedule.

DESCRIPTION

REFUND#	NAME	BLOCK/LOT/QUAI	. AMOUNT	YEAR
2025-16	POLICE & FIRE FEDERAL CU	210/11/C1	\$1,124.02	2025
2025-17	WAGNER, JOSEPH	210/13.01/C1	\$944.71	2025
2025-18	CORELOGIC TAX SERVICES	70.01/22	\$2,090.32	2025
2025-19	CORELOGIC TAX SERVICES	401/8	\$2,203.06	2025
2025-20	CORELOGIC TAX SERVICES	602/12/C1	\$1,243.52	2025
2025-21	CORELOGIC TAX SERVICES	702/2/C2	\$1,334.87	2025
2025-22	CORELOGIC TAX SERVICES	1803/16/C1	\$6,354.38	2025
2025-23	CORELOGIC TAX SERVICES	1903/21/C1	\$1,902.72	2025
2025-24	CORELOGIC TAX SERVICES	3302/12/C2	\$777.68	2025
2025-25	CORELOGIC TAX SERVICES	3304/19/C1	\$1,325.28	2025
2025-26	CORELOGIC TAX SERVICES	5308/7	\$8,171.35	2025

Total \$27,471.91

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, December 4, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
11/2						



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DIVISION OF TAX COLLECTION

Memo

To: Frank Donato, Director of Financial Management

From: Terry Graff, Tax Collector

Date: November 21, 2025

Re: Refund of Tax Overpayments

Attached, please find a Resolution authorizing refunds of tax overpayments to be placed on the agenda for the City Council meeting of <u>December 4, 2025</u>. The refunds are for overpayments due to the taxpayer for the reasons stated below. Typically the refunds are for duplicate payments made by the homeowner and a mortgage company or a title company. As you are aware we must apply bulk bank payments in their entirety per a directive from the Division of Local Government Services. If you have any questions, please contact me.

VOUCHER NAME BLOCK/LOT/QUAL. **AMOUNT REASON** 2025-16 POLICE & FIRE FEDERAL CU 210/11/C1 \$1,124.02 **OVERPAYMENT** 2025-17 WAGNER, JOSEPH 210/13.01/C1 \$944.71 **OVERPAYMENT** 2025-18 CORELOGIC TAX SERVICES 70.01/22 \$2,090.32 **OVERPAYMENT** 2025-19 CORELOGIC TAX SERVICES 401/8 \$2,203.06 **OVERPAYMENT** CORELOGIC TAX SERVICES CORELOGIC TAX SERVICES CORELOGIC TAX SERVICES 602/12/C1 2025-20 \$1,243.52 **OVERPAYMENT** 2025-21 702/2/C2 \$1,334.87 **OVERPAYMENT** 2025-22 1803/16/C1 \$6,354.38 **OVERPAYMENT** CORELOGIC TAX SERVICES 2025-23 1903/21/C1 \$1,902.72 **OVERPAYMENT** 2025-24 **CORELOGIC TAX SERVICES** 3302/12/C2 \$777.68 **OVERPAYMENT** 2025-25 CORELOGIC TAX SERVICES 3304/19/C1 \$1,325.28 **OVERPAYMENT** 2025-26 CORELOGIC TAX SERVICES 5308/7 \$8,171.35 **OVERPAYMENT**

Total

\$27,471.91

RESOLUTION

No. 25-62-551

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 November 18, 2025 to December 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 - 11.18.25 TO 12.4.25.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, December 4, 2025, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						1
Minslow						

Exempt: Y

Void: N

Aprv: N Other: Y

Paid: N

Held: Y State: Y

Open: N

Rcvd: Y Bid: Y

P.O. Type: All

to Last

Range: First Format: Condensed

Vendors: All Royd Batch Id Rar

Include Project Line Items: Yes

Include Non-Budgeted: Y

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount PO Type
22-00390	02/17/22	KIMBALLR	TRANSYSTEMS CORPORATION	#22-58-272	Open	3,084.88	0.00 в
23-04108	12/14/23	KIMBALLR	TRANSYSTEMS CORPORATION	RESOLUTION #23-60-208	Open	10,300.50	. 0.00 B
23-04109	12/14/23	KIMBALLR	TRANSYSTEMS CORPORATION	RESOLUTION #23-60-209	0pen	16,899.32	0.00 B
24-01146	05/01/24	BLACKVEA	BLACK & VEATCH CORPORATION	RESOLUTION #24-61-001	Open	5,325.81	0.00 B
24-02985	10/24/24	KIMBALLR	TRANSYSTEMS CORPORATION	Res. #24-60-328	Open	3,951.32	0.00 B
24-02987	10/24/24	WEATHRBY	WEATHERBY CONSTRUCTION &	RESOLUTION #24-61-159	0pen	518,053.48	0.00 B
24-03252	11/18/24	FOVEONIC	FOVEONICS DOCUMENTS SOLUTIONS	Res. 24-60-255	Open	36,051.30	0.00
25-00024	01/16/25	PINELCON	PINELAND CONSTRUCTION, LLC	RESOLUTION #22-59-087	0pen	4,280.76	0.00 B
25-00037	01/16/25	SEAISLE	CITY OF SEA ISLE CITY		Open	46,668.00	0.00 B
25-00252	01/28/25	PAVINGPL	PAVING PLUS LLC	RESOLUTION 25-61-226	Open	61,991.62	0.00 B
			UP IN CODE INC		Open	1,089.00	
			K J PRINTS		0pen	2,950.00	0.00 B
	01/28/25		JUST RIGHT TV PRODUCTIONS LLC	Res. 24-61-033	Open	140.00	0.00 в
25-00325	01/29/25	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.		0pen	160.00	
25-00340	01/31/25	SHOREPHY	SHORE PHYSICIANS GROUP	Res. 25-61-264	0pen	1,140.00	
25-00350	01/31/25	ENGDAM	ENGINEERING DESIGN ASSOCIATES	2025 EDA ZB PROFESSIONAL	Open	4,621.00	
25-00351	01/31/25	STEIN	MARK H. STEIN, ESQUIRE	2025 STEIN ZB PROFESSIONAL	Open	1,900.00	0.00
25-00361	01/31/25	JUSTR	JUST RIGHT TV PRODUCTIONS LLC		Open	280.00	0.00
25-00433	02/06/25	ACUITYCO	ACUITY CONSULTING SERVICES LLC	RESOLUTION #25-61-255	Open	2,860.50	
25-00588	02/21/25	HOBO	ORIGINAL HOBO BAND, INC.		Open	1,300.00	
25-00602	02/25/25	WEBPAGE	WEBPAGEFX, INC	•	Open	15,167.25	0.00 B
25-00612	02/28/25	ACCESS	RETRIEVEX HOLDINGS CORP	See Notes	Open	4,014.14	
25-00617	02/28/25	HORIZOND	HORIZON BS BC OF NEW JERSEY		Open	1,361.22	0.00 B
25-00618	03/03/25	CANONSOL	CANON USA, INC	Res. 25-61-234	Open	181.26	0.00 B
25-00653	03/13/25		MAIN LINE COMMERCIAL POOLS, INC		Open	5,057.59	
			Woodland String Band, Inc.		Open	2,300.00	0.00
25-00932	04/03/25	RAGAZZON	NATALIE RAGAZZO		Open	250.00	0.00
25-01322	05/14/25	ACUITYCO	ACUITY CONSULTING SERVICES LLC	RESOLUTION #25-62-383	Open	3,083.75	
25-01460	06/11/25	IPSGROUP		RESOLUTION #24-61-084	Open	8,327.32	0.00 в
25-01586	06/16/25	OCRRYI AX	OCEAN CITY RED RAIDERS YOUTH	2025 RETURNINGEMENT OF EYDENC	ES Onon	3,000.00	0.00
25-01693	06/24/25	FOVEOUTC	FOVEONICS DOCUMENTS SOLUTIONS	RESOLUTION #25-61-232	Open Open	32,503.39	0.00
25-01718	07/07/25	MCI FFS	WILLIAM MCLEES ARCHITECTURE	RESOLUTION #25-62-420	Open Open	47,300.00	0.00 B
	07/07/25		SOUTH JERSEY GARDEN RAILROAD	NESOCOTION #23-02-420	Open Open	250.00	
5-01726	07/07/25	57 5-6411	SOUTH JERSEY S-GAUGERS		•	300.00	. 0.00 0.00
5-01858	07/14/25	I FYA	LEXA CONCRETE, INC.	RESOLUTION #25-62-381	Open Open		
			PELLEGRINO CHEVROLET	ESCNJ 23/24-11	Open Open	203,065.31	0.00 B
25-02136	08/08/25	THTERROP	INTERBORO MUSIC BOOSTERS	L3CN3 23/24-11	Open Open	44,937.80 2,750.00	0.00
			W. B. MASON COMPANY, INC.	RESOLUTION #25-62-234	Open Open	•	0.00
5-02166	08/19/25		DELAWARE RIVER & BAY AUTHORITY	NESOLUTION #23-02-234	Open Open	7,430.00	0.00
	08/19/25		BROTHERS MANAGEMENT ASSOC., INC		Open Open	1,239.00	0.00
			CAPE SHORE CHORALE		Open Open	1,225.00	0.00
			PHILLY KEYS LLC	·	Open	600.00	0.00
			BENJAMIN LIPMAN		Open	2,200.00	0.00
			PROFORMA DYNAMIC RESOURCES, LLC		Open	3,050.00	0.00
.5 02220)5_02220	US /20 /20	LEDAUCD 1 VOLOVIA	JOSEPH A. FERKO STRING BAND,		Open	43.87	0.00
.u=u223U !5_02533	00/ £3/ £3 00/ £3/ £3	COEUTDEC	CREATER ECC DARROR RECTOUR		Open	2,200.00	0.00
			GREATER EGG HARBOR REGIONAL		Open	1,200.00	0.00
			L. FERIOZZI CONCRETE COMPANY	BECOLUETON HOE CO 100	Open	7,000.00	0.00
7-07003	09/30/25	MCTEE2	WILLIAM MCLEES ARCHITECTURE	RESOLUTION #25-62-489	Open	9,600.00	0.00 B

	····						
PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount PO Type
25-02610	10/06/25	CAPTIVAT	CAPTIVATE ENTERTAINMENT LLC		Open	1,500.00	0.00
25-02611	10/06/25	HARLEM	HARLEM WIZARDS		0pen	10,250.00	0,00
25-02612	10/06/25	BELCHERE	ERIC GEOFFREY BELCHER		Open	3,000.00	0.00
25-02613	10/06/25	JUNGLEJO	JUNGLE JOHN ENTERTAINMENT		Open	2,300.00	0.00
25-02617	10/06/25	SALAZARA	ANTHONY SALAZAR		Open	3,850.00	0.00
			WILLIAM J. POLLANGER		Open	800.00	0.00
			CAPE MAY AERIAL ADVERTISING		Open	12,500.00	0.00
			GO EVENTS, INC.	RESOLUTION #25-62-506	•	58,642.50	0.00
	10/20/25		MGL PRINTING SOLUTIONS	1099 NEC & 1099-R	Open Open	631.00	
			TRANSYSTEMS CORPORATION	RESOLUTION #25-61-304	Open		0.00
25_02377	10/22/23	VELLOWITH	ACTION UNIFORM CO., L.L.C	RESOLUTION #25-62-385	Open	12,625.56	0.00 B
					0pen	860.00	0.00
	10/23/25		INTERNATIONAL ASSOCIATION OF		Open	150.00	0.00
25-02994	10/23/23	MUNCUFNJ	MUNCO OF NEW JERSEY	2026 Membership Renewal	0pen	75.00	0.00
			POLICE & FIRE FERDERAL CU	TAX OVERPAYMENT REFUND#2025-16	Open	1,124.02	0.00
25-03011	10/29/25	ALLEGRAM	ALLEGRA MARKETING PRINT & MAIL		Open	525.00	0.00
	10/29/25		REGISTRARS ASSOCIATION OF NJ		Open	25.00	0.00
	10/29/25		REGISTRARS' ASSOCIATION OF NJ	Registrar membership	Open	25.00	0.00
25-03034	11/12/25	ATLANTAC	ATLANTIC TACTICAL, LLC		Open	1,212.60	0.00
25-03035	11/12/25	DENNISTR	DENNIS TRANSPORTATION LLC	•	Open	4,225.00	0.00
25-03036	11/12/25	OCCHA	O.C. REGIONAL CHAMBER OF		Open	200.00	0.00
			SMARTWEBAPPS	Animal Licensing 2025-2026	Open	2,600.00	0.00
25-03055	11/12/25	KARDASP	PETE KARDAS		Open	144.40	0.00
			OUTFRONT MEDIA LLC		Open	57,305.00	0.00
25-03098	11/13/25	SPORTSSP	SPORTS SPECIALTIES	RESOLUTION #25-61-363	Open	477.00	0.00
25-03099	11/13/25	1PCOOKEC		DOG TAGS 2026	Open	199.95	
	11/13/25		MCMANIMON, SCOTLAND & BAUMANN,		•	600.00	0.00
			TUCKAHOE BIKE SHOP	Nes, 24-01-150	Open	1,003,92	
	11/13/25		EASTERN SIGN CO		Open		0.00
			V2 PROPERTIES LLC	Dalazca of Darformanca Cuarant	Open	2,185.00	0.00
			ACTION UNIFORM CO., L.L.C	Release of Performance Guarant		1,819.20	0.00
25-03100	11/11/25	CENEDALC	GENERAL CODE, LLC	RESOLUTION #25-62-386	Open	399.00	0.00
				Supplement Porject 3	0pen	3,675.00	0,00
			GENERAL CODE, LLC	Supplement Project 3	Open	805.00	0.00
			THOMSON REUTERS	Subscription October 2025	Open	804.00	0.00
			PENNSPORT STRING BAND		0pen	2,500.00	0.00
	11/17/25		COPIERS PLUS, INC.		0pen	5,110.00	0.00
			LOUIS J. NEAL		Open	57.00	0.00
25-03115	, ,		MISS NEW JERSEY VOLUNTEER ORG.		0pen	6,795.00	0.00
			OC FIELD HOCKEY BOOSTERS		0pen	3,785.00	0.00
			OCHS SOCCER BOOSTERS CLUB		0pen	3,785.00	0.00
25-03119			OCEAN CITY HIGH SCHOOL		Open	3,785.00	0.00
25-03120	11/17/25	OCRAIDER	OCEAN CITY RED RAIDERS ASSOC.		Open	6,588.75	0.00
25-03121	11/17/25	OCHAW	OCEAN CITY JUNIOR RAIDERS		Open	7,504.00	0.00
25-03122	11/17/25	MAINSTAG	MAINSTAGE CENTER FOR THE ARTS		Open	2,500.00	0.00
25-03123	11/17/25	PEPEAURE	AURELIA PEPE		Open	50.00	0.00
			SOPHIA MAZZA		Open	200.00	0.00
			NAOMI BICKLEY		Open	150.00	0.00
			SIENA KOLINS		Open	50.00	0.00
			ASHLYNN RUSKOSKI		Open Open	300.00	0.00
			HARPER JUELG		Open	738.00	0.00
			ROSE BICKINGS		Open	300.00	0.00
			ISLA SYKES		-	550.00	
			ALEXA ROSETTI		Open Open		0.00
			SCOUT BERENATO		Open	875.00	0.00
			POPPY HUDAK -		Open	200.00	0.00
r101133	TT/ T1/ C)	HUDAKTUT	LOLLI UANY		Open	100.00	00.0

PO # PO) Date	Vendor	PO Description	Status	Amount V	oid Amount PO Type
		KEENANMA MADISON MARIE KEENAN	•	Open	50,00	0.00
25-03135 11	1/17/25	WAVERLYD WAVERLY DUNN		0pen	200.00	0.00
25-03136 11	L/17/25	MARSCARB RANDY MARSCARBOROUGH		Open	100.00	0.00
		FSCHAFFE FRANCESCA SCHAFFER		Open	200.00	0.00
25-03138 11	L/17/25	COSTALTA TALLULAH COȘTAL		Open	175.00	0.00
		ARIANNAD ARIANNA DIANTONIO		Open	475.00	0.00
		CANALEEL ELIZABETH CANALE		Open	150.00	0.00
		ALLEGREA AMELIA ALLEGRETTO		Open	200.00	0.00
25-03142 11	L/17/25	YAGER-DE JORDAN DEZEEUW-YAGER		0pen	250.00	0.00
25-03143 11	L/17/25	ANTONELL ANTONELLA DIANTONIO		0pen	2,075.00	-0.00
25-03144 11	L/17/25	ROBERTSB BRADIN ANN ROBERTS		0pen	250.00	0.00
25-03145 11	L/17/25	PANDYAKH KHUSHBU PANDYA		Open	1,700.00	0.00
25-03146 11	L/17/25	SAVELLIN SARAH ASHLEY AVELLINO		0pen	250.00	0.00
		SUZYBAUT SUZY BAUTISTA		Open	250.00	0.00
		LITTLEGE GEORGIA LITTLE	•	0pen	2,150.00	0.00
		VOGTADRI ADRIANNA VOGT		0pen	100.00	0.00
25-03151 11	L/17/25	ACCURATE ACCURATE LANGUAGE SERVICES		Open	300.00	0.00
		DASHERER ERIC DASHER		Open	3,500.00	0.00
		OTTPETER PETER OTT	RELEASE OF PERFORMANCE GUAR	Open	12,097.53	0.00
		GILBERTC CHARLES GILBERT		Open	1,800.00	0.00
25-03163 11				0pen	65.81	0.00
		RASNERME MELISSA RASNER	Parking Lot Fee Reimbursement	0pen	36.75	0.00
25-03171 11				0pen	550.00	0.00
25-03172 11	L/20/25	DONATO FRANK DONATO III	REIMBURSEMENT	0pen	472.83	0.00
25-03173 11	L/21/25	O1WAGNER WAGNER, JOSEPH	TAX OVERPAYMENT REFUND#2025-17	0pen	944.71	0.00
25-031,86 11	1/23/25	GLOUCEST GLOUCESTER COUNTY POLICE		Open	100.00	0.00
25-03191 11	L/23/25	IFP THE INSTITUTE FOR FORENSIC		Open	2,750.00	0.00
25-03192 11	L/23/25	ATLPA ATLANTIC COUNTY TREASURER		Open	1,050.00	0.00
Total Purch	nase Or	ders: 130 Total P.O. Line Items:	0 Total List Amount: 1,397	,487.92	Total Void Amou	nt: 0.00

November 18, 2025 12:12 PM

CITY OF OCEAN CITY Check Register By Check Id

155med Outside Rule Lest Page No: 1

Range of Checking Accts: GENERAL

to GENERAL

Range of Check Ids: 115422 to 115422

	port Type: All Ch		Repo			neck Type: Computer: Y	Manual: Y Dir Deposit: Y	
Check # Check	Date Vendor			Amount P	aid Reco	Reconciled/Void Ref Num		
115422 11/21	/25 AC ELECT AT	LANTIC C	ITY ELECTRIC	. 1,964	.95	6238		
Report Totals	Checks: Direct Deposit: Total:	Paid 1 0 1	<u>Void</u> 0 0	Amount Paid 1,964.95 0.00 1,964.95	(<u>/oid</u> 0.00 0.00 0.00	,	