

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-280

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO
MCMANIMON, SCOTLAND & BAUMANN, LLC FOR GENERAL MUNICIPAL
BOND COUNSEL SERVICES FOR THE CITY OF OCEAN CITY

WHEREAS, the City of Ocean City requires certain professional specialized legal services in connection with the authorization and issuance of bonds or notes of the City of Ocean City, New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have McManimon, Scotland, & Baumann, LLC act as bond counsel; and

WHEREAS, McManimon, Scotland & Baumann, LLC has been performing these duties and it has been determined to have the necessary expertise to continue to perform said services; and

WHEREAS, a contract for Professional Services with McManimon, Scotland & Baumann, 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, McManimon, Scotland & Baumann, LLC has agreed to act as counsel on general municipal bond services for the City of Ocean City for the calendar year 2026 and 2027; and

WHEREAS, McManimon, Scotland & Baumann, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that McManimon, Scotland & Baumann, 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 McManimon, Scotland & Baumann, 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; Frank Donato, III, CMFO, Director of Financial Management; Thomas R. Mahar, Purchasing Assistant; 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 McManimon, Scotland & Baumann, LLC for general municipal bond counsel services for the City of Ocean City, NJ; and

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

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 **McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Second Floor, Roseland, NJ 07068** for general municipal bond counsel services for the City of Ocean City, NJ as follows:

Fee Schedule (Public Finance)

Item	Description	Rates
1.	Preparation or Review of Each Bond Ordinance and Compiling and Review of a certified Record of Proceedings.....	\$750.00
2.	Cost of Work in Connection with Arbitrage Compliance and related Tax Analysis	\$750.00
3.	Cost of Work in Connection with each Bond Sale a Fee of \$5,000.00 plus \$1.10 per Thousand Dollars of Bonds Issued for the First \$15,000.00 of Bonds Issued and \$0.85 per Thousand Dollars of Bonds Issued in Excess of \$15,000.00. For More than one (1) Series of Bonds Issued there will be an Additional Charge of \$1,000.00 for Each Such Additional Series.....	
4.	Cost of Work in Connection with each Note Sale a Fee of \$2,500.00 plus \$0.50 per Thousand Dollars of Notes Issued for the First \$15,000.00 of Bonds Issued and \$0.40 per Thousand Dollars of Notes Issued in Excess of \$15,000.00. For More than one (1) Series of Notes Issued there will be an Additional Charge of \$500.00 for Each Such Additional Series.....	
5.	See Attached Proposal for all Additional & Miscellaneous Fees.....	

Hourly Rates (Public Finance)

CITY OF OCEAN CITY
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Item	Description	Rates
1.	Attorney.....	\$225.00 Per Hr.
2.	Legal Assistant.....	\$155.00 Per Hr.
3.	Services in Connection with the Filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport.....	\$250.00

Hourly Rates (Developer Funded Escrow Account)

Item	Description	Rates
1.	Attorney.....	\$395.00 Per Hr.
2.	Legal Assistant.....	\$195.00 Per Hr.

BE IT FURTHER RESOLVED The term of the contract shall be for a period of one (1) year beginning on September 1, 2026 and continuing through August 31, 2027; and

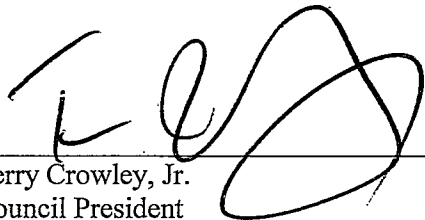
BE IT FURTHER RESOLVED that A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with McManimon, Scotland & Baumann, 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 the appropriate account as purchase orders are issued.

CERTIFICATION OF FUNDS

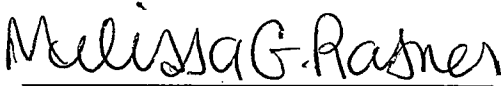

Frank Donato III, CFO
Director of Financial Management


Terry Crowley, Jr.
Council President

Files: RPS 2026-2027 McManimom Bond Counsel.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, October 8, 2026, with the voting record as indicated below.

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


Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

October 1, 2026

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing a professional services contract between McManimon & Scotland, LLC and the City of Ocean City for general municipal bond counsel services.

Bond Counsel Services are typically necessary to prepare and/or review bond ordinances, to track the record of proceedings for such ordinances, to prepare and issue bond anticipation notes, and to prepare and issue general obligation bonds. Bond Counsel will also be consulted on an array of other topics, such as occasions where the City is buying or selling parcels of land, or matters dealing with Green Acres, COAH and HUD to name a few.

As the resolution states, pricing for said services were solicited for the upcoming year. McManimon & Scotland, LLC has included slight price increases on certain items while holding firm on most others for this coming year compared to the prior year. If passed by City Council this contract will last until August 31, 2027.

In conclusion McManimon & Scotland, LLC has served the City very well over the years, and it is my recommendation to award this contract for a period of one year. They have an outstanding reputation in the State for providing bond counsel services in a professional manner, their staff are always available to us and are also a pleasure to deal with.

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

861 ASBURY AVENUE, OCEAN CITY, NJ 08226

 Printed on Recycled Paper



September 30, 2026

Via Email – mrossbachjr@ocnj.us

Michael Rossbach, Jr., QPA
City Purchasing Manager
City of Ocean City
861 Asbury Avenue
Ocean City, NJ 08226

Re: Bond Counsel Services

Dear Mr. Rossbach:

In response to your request by email dated September 25, 2026, enclosed please find one (1) partially executed copy of the firm's proposed Agreement for Bond Counsel services between the City of Ocean City (the "City") and McManimon, Scotland & Baumann, LLC (the "Firm") for 2026/2027. Please have one copy executed and returned to me for our file:

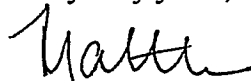
Also enclosed are the following documents for your files:

1. Mandatory Equal Employment Opportunity Language;
2. Certificate of Employee Information Report;
3. Business Registration Certificate;
4. Good Standing Certificate;
5. Business Entity Disclosure Certification;
6. c. 271 Political Contribution Disclosure Form;
7. Stockholder Disclosure Certification;
8. Statement of Ownership Disclosure;
9. Certificates of Insurance;
10. Disclosure of Investment Activities in Iran;
11. Certification of Non-Involvement in Prohibited Activities in Russia and Belarus;
12. Certification of Non-Debarment for Federal Government Contracts; and
13. Form W-9.

We appreciate the City's continued confidence in our Firm and look forward to serving the City.

If you need any further information at this time, please do not hesitate to contact me.

Very truly yours,


Matthew D. Jessup

Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 20__, by and between the **CITY OF OCEAN CITY**, in the County of Cape May, a public body corporate and politic of the State of New Jersey, herein designated as the "Client," and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests any such services, Counsel shall bill the Client as follows:

A. SCOPE OF SERVICES

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

b. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

c. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary concerning the submission of bids for the bonds or

notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

d. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

e. Counsel will provide such other services as may be requested from time to time by the Client, including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

a. For services rendered in connection with each bond sale, a fee of \$5,000, plus \$1.10 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.85 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than one series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

b. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$750.

c. For services rendered in connection with each note sale, a fee of \$2,500, plus \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

d. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$750.

e. In the event that a letter of credit, bond insurance or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

f. In the event of the issuance of bonds or notes through the New Jersey Infrastructure Bank, an additional fee of \$3,500 will be charged.

g. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

h. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$225 for attorneys and \$155 for legal assistants/law clerks. Services rendered in connection with any required filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of \$250 per filing. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

i. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated, is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(h).

j. Reimbursable Expenses. Reasonable and customary out-of-pocket expenses and other charges, including but not limited to photocopying, postage, overnight delivery, travel expenses, filing fees, computer-assisted research, bookbinding, messenger service or other costs incurred in connection with services performed under this Agreement, shall be added to the fees referred to herein and shall be itemized in each invoice presented to the Client. Photocopying shall be billed at \$0.20 per page; postage and overnight delivery at actual cost; and travel at the then-current IRS Standard Mileage Rate.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects, (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions, (iii) litigation, including representation in any and all actions authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternative dispute resolution matters, or (iv) any other legal services, such services shall be billed as follows:

2. For redevelopment, environmental, litigation (other than condemnation), or other legal services performed under paragraphs II(1)(i), (ii), (iii), or (iv), the Client will make payment to Counsel for such services at the blended hourly rate of \$250 for attorneys and \$155 for legal assistants/law clerks.

3. For legal services performed in connection with any condemnation matter under paragraph II(1)(iii), the Client will make payment to Counsel at the blended hourly rate of \$295 for attorneys and \$155 for legal assistants/law clerks.

4. Services rendered to the Client, the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client, shall be billed at the blended hourly rate of \$395 for attorneys and \$195 for legal assistants/law clerks.

5. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(j).

6. Services rendered in connection with the issuance of bonds or refunding bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

B. TERM

This Agreement shall cover the period September 1, 2026, through August 31, 2027.

C. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between the Client and Counsel. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, Counsel's responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. The Client shall provide Counsel with non-original copies of any and all documents, papers and property required for Counsel to represent the Client in accordance with this Agreement. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of documents or other materials retained by Counsel after termination of this Agreement in accordance with Counsel's document retention policies and applicable law.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a).

4. Counsel and the Client hereby incorporate into this contract the provisions of Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup, who shall, from time to time, as circumstances require, have the authority to delegate other members of the firm to act in their place and stead.

6. Counsel represents that it has complied with all applicable disclosure, certification, and documentation requirements required by New Jersey law for public contracts.

7. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

8. This Agreement shall remain in full force and effect during the term stated above unless earlier terminated by either party upon written notice to the other. Termination shall not relieve the Client of its obligation to pay for services rendered and reimbursable expenses incurred prior to the effective date of termination.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that McManimon, Scotland & Baumann, LLC, including its subsidiaries, assigns or principals controlling in excess of 10% of the company, has neither made a contribution that is reportable to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, during the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2023, c. 30, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any candidate committee of any person serving in an elected public position in the City of Ocean City when the contract is awarded.

IN WITNESS WHEREOF, the CITY OF OCEAN CITY has caused this Agreement to be duly executed by its proper officers, and Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

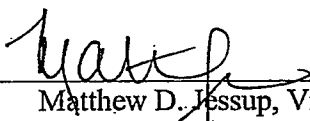
CITY OF OCEAN CITY

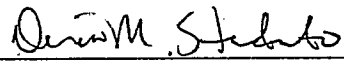
ATTEST:

By: _____

Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC

By: 
Matthew D. Jessup, Vice Chairman


Dina M. Statuto
Senior Legal Assistant