

RESOLUTION

No. 26-290

AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF  
DISCUSSING PERSONNEL MATTERS (Zoning Board of Adjustment Interviews)

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

WHEREAS, there is a vacancy on the Zoning Board of Adjustment; and,

WHEREAS, Section 25-800.1 of the Revised General Ordinances of the City of Ocean City, 1985, as amended, governs the procedure by which City Council shall fill a vacancy on the city's Zoning Board of Adjustment; and,

WHEREAS, Section 25-800.1 provides that when a vacancy on the Zoning Board of Adjustment arises, the Chairman shall notify the City Clerk and the City Clerk shall notify City Council of the vacancy. Notice soliciting qualified residents wishing to apply for the vacant position and providing the form of application shall be publicly advertised on the city's website for a period of 30 days before the deadline to submit written application to fill the vacancy; and,

WHEREAS, Section 25-800.1 further provides that applicants for a position on the Board of Adjustment shall be interviewed by City Council in Closed Session and selected by a majority vote of City Council members during a public meeting of City Council. Applicants who were previously interviewed by City Council but were not thereafter appointed to the Board may be appointed by a majority vote of City Council members without a second interview. Notwithstanding the foregoing, City Council may re-appoint a member of the Zoning Board of Adjustment whose term of appointment is ending or has ended without publicly advertising for applicants and without interviewing the member; and,

WHEREAS, City Council is ready to conduct interviews of applicants wishing to fill the vacancy on the Zoning Board of Adjustment and wishes to convene a Closed Session for that sole purpose.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to N.J.S.A. 10:4-12(b)(8) and in furtherance of Section 25-800.1 of the Revised General Ordinances of the City of Ocean City, 1985, as amended, the City Council shall enter Closed Session solely to conduct interviews of applicants for appointment to vacant seat(s) on the Zoning Board of Adjustment, who are prospective public officers. Council deliberations regarding the applicants and any vote to appoint applicants shall occur in public session.

BE IT FURTHER RESOLVED that closed session minutes concerning the interviews shall be made available to the public promptly following the appointees' assumption of office, except to the extent continued confidentiality is authorized by law.

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, October 22, 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

**ORDINANCE NO. 26-09**

**AN ORDINANCE ESTABLISHING AND FIXING A RANGE AND MAXIMUM  
SALARY FOR DEPARTMENT HEADS**

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.**

Effective upon the effective date of this Ordinance, the maximum salary for Department Heads shall be \$250,000. The Mayor shall establish salaries for each Department Head within this limit.

**SECTION 2.**

Any and all salary increases are contingent upon the availability of funds.

**SECTION 3.**

The adoption of this ordinance shall operate to provide salary increments only if the employee has satisfactorily performed the duties of his position.

**SECTION 4.**

Any person hereafter appointed to a position of employment with the City of Ocean City shall be appointed pursuant to the Ocean City Administrative Code, §2-1.22.

**SECTION 5.**

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

**SECTION 6.**

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 7.**

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

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Jay A. Gillian, Mayor

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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 22<sup>nd</sup> day of October and was taken up for a second reading and final passage at a meeting of said Council held on the 5<sup>th</sup> day of November, 2026 in Council Chambers, City Hall, Ocean City, New Jersey, at 6:00 o'clock in the evening.

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Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-291

AUTHORIZING THE ADVERTISEMENT OF CITY CONTRACT #25-10,  
CONSTRUCTION OF THE OCEAN CITY PUBLIC SAFETY BUILDING

**BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #25-10, Construction of the Ocean City Public Safety Building.

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Note: The legal advertisement will be tentatively placed on the Ocean City Public Notices Webpage tentatively on Tuesday, December 1, 2026 with the bid opening scheduled on Thursday, January 7, 2026 and an anticipated date of award on Thursday, February 11, 2026.

Files: RAU CC #25-10 OC Public Safety Building.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 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-292

AUTHORIZING THE AWARD OF CITY CONTRACT #26-09, CONSTRUCTION OF A  
NEW AIRPORT TERMINAL BUILDING AT THE OCEAN CITY MUNICIPAL  
AIRPORT (26N) TO WEATHERBY CONSTRUCTION & RENOVATION CORP.

WHEREAS, specifications were authorized for advertisement by Resolution #26-166 on Thursday, June 25, 2026 for City Contract #26-09, Construction of a New Airport Terminal Building at the Ocean City Municipal Airport (26N); and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Public Notices Webpage on Monday, August 31, 2026, and the Invitation to Bid was distributed to various prospective bidder via the OpenGov platform for City Contract #26-09, Construction of a New Airport Terminal Building at the Ocean City Municipal Airport (26N); and

WHEREAS, bid proposals were opened for City Contract #26-09, Construction of a New Airport Terminal Building at the Ocean City Municipal Airport (26N) on Thursday, October 15, 2026 and eight (8) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, William C. McLees, AIA, LEED AP (William McLees Architecture); George J. Savastano, Business Administrator; Frank Donato III, CFO, Director of Financial Management; Todd Dwyer, Manager of Public Transportation & Revenue Collection; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and the specifications and recommend that the contract be awarded to Weatherby Construction & Renovation Corp. as the lowest responsible bidder; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #26-09, Construction of a New Airport Terminal Building at the Ocean City Municipal Airport (26N) be and is hereby awarded to the following lowest responsible bidder as follows:

|                                                                                               |  |  |  |  |
|-----------------------------------------------------------------------------------------------|--|--|--|--|
| Weatherby Construction & Renovation Corp.<br>147 North Iowa Avenue<br>Atlantic City, NJ 08401 |  |  |  |  |
|-----------------------------------------------------------------------------------------------|--|--|--|--|

Base Bid City Contract #26-09

| Item | Description                                                                                      | Unit   | Unit Price     | Total Price    |
|------|--------------------------------------------------------------------------------------------------|--------|----------------|----------------|
| 1.   | Base Bid Lump Sum Amount to Construct this Project According to the Outlined Specifications..... | 1 L.S. | \$7,224,000.00 | \$7,224,000.00 |
| 2.   | Owner Allowance.....                                                                             | 1 L.S. | \$350,00.00    | \$350,00.00    |
| 3.   | Testing and Inspections Allowance.....                                                           | 1 L.S. | \$10,000.00    | \$10,000.00    |
| 4.   | Fuel Price Allowance.....                                                                        | 1 L.S. | \$5,000.00     | \$5,000.00     |
| 5.   | Asphalt Price Allowance.....                                                                     | 1 L.S. | \$5,000.00     | \$5,000.00     |

Add Alternate

| Item | Description                             | Unit | Unit Price   | Total Price  |
|------|-----------------------------------------|------|--------------|--------------|
| D    | Owner Directed Low Voltage Improvements | L.S. | \$200,000.00 | \$200,000.00 |

Total Amount for City Contract #26-09..... \$7,794,000.00



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION  
No. 26-292

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with Weatherby Construction & Renovation Corp. for City Contract #26-09, Construction of a New Airport Terminal Building at the Ocean City Municipal Airport (26N) as listed and in accordance with the bid specifications and the bid proposal form.

The Director of Financial Management certifies that funds are available and \$3,000,000.00 shall be charged to Capital Account #C-04-55-337-301, \$1,794,000.00 shall be charged to Capital Account #C-04-55-328-101 and \$3,000,000.00 shall be charged to Operating Account #6-01-20-615-315.

CERTIFICATION OF FUNDS

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

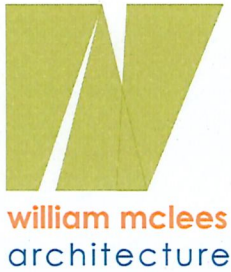
\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW #26-09 Construction of Airport Terminal Building.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 22, 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



October 20, 2026

George Savastano, PE, PP  
Business Administrator  
City of Ocean City  
115 12<sup>th</sup> Street  
Ocean City, NJ 08226

**RE: Bid Results- New Airport Terminal**

Dear George:

Bids for the Construction of the new Airport Terminal Building were received on October 15, 2026 via the OPEN.GOV portal. Our office reviewed the results of the bids as they relate to the project scope of work. We further understand that the City is electing to proceed with the first Add Alternate (Low Voltage Allowance) in addition to the required allowances including The Owner-directed Work Allowance, Testing Allowance, Fuel Price Allowance and Asphalt Price Allowance.

Upon our review of the bid results and discussion with Weatherby Construction the low bidder, we understand that Weatherby entered their bid information into the Open.Gov bid portal in a manner which caused the bid tabulation to double-count the Owner allowance, Testing Allowance, Fuel Price Allowance and Asphalt Price Allowance. This clarification lowers

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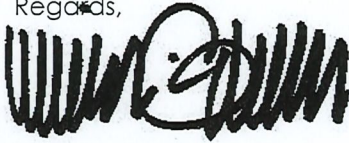
5 MacArthur Blvd  
Somers Point, NJ 08244  
[www.wmarch.net](http://www.wmarch.net)

Weatherby's Base Bid amount by \$370,000 to a total of \$6,854,000. We furthermore contacted the next lowest bidder, Ogren Construction, who advised that they DID NOT include the same allowances in their base bid number. This in effect increases the spread between the lowest and next lowest bids. After this clarification we have determined the bid total with Add Alternate and required allowances as follows:

|                                         |                    |
|-----------------------------------------|--------------------|
| Base Bid:                               | \$6,854,000        |
| Owner's Allowance:                      | \$ 350,000         |
| Testing Allowance:                      | \$ 10,000          |
| Fuel Price Allowance:                   | \$ 5,000           |
| Asphalt Price Allowance:                | \$ 5,000           |
| Add Alternate 1- Low Voltage allowance: | \$ 200,000         |
| <b>TOTAL AMOUNT:</b>                    | <b>\$7,424,000</b> |

Based on the above we therefore recommend Contract Award to Weatherby Construction, Inc.

Regards,



William C. McLees, AIA  
principal  
william mclees architecture



EVALUATION TABULATION  
City Contract #26-09  
Construction of a New Airport Terminal Building at the Ocean City Municipal Airport (26N)  
Engineer's Estimate: \$7,576,000.00

| BASE BID FOR CITY CONTRACT #26-09 |                                                                                          |                 | Aliano Brothers General Contractors, Inc. | Arthur J. Ogren, Inc. | Imperial Construction & Electric Inc | NACOM Companies Inc | Newport Construction Management | SCOZZARI BUILDERS, INC. | Weatherby Construction & Renovation Corp. | West End-KB, LLC |
|-----------------------------------|------------------------------------------------------------------------------------------|-----------------|-------------------------------------------|-----------------------|--------------------------------------|---------------------|---------------------------------|-------------------------|-------------------------------------------|------------------|
| Line Item                         | Description                                                                              | Unit of Measure | Unit Cost                                 | Unit Cost             | Unit Cost                            | Unit Cost           | Unit Cost                       | Unit Cost               | Unit Cost                                 | Unit Cost        |
| 1                                 | BASE BID LUMP SUM AMOUNT TO CONSTRUCT THIS PROJECT ACCORDING TO THE OUTLINED             | 1 LUMP SUM      | \$8,209,000.00                            | \$7,546,000.00        | \$10,063,000.00                      | \$8,127,000.00      | \$7,787,700.00                  | \$11,553,243.00         | \$7,224,000.00                            | \$8,200,000.00   |
| 2                                 | OWNER ALLOWANCE                                                                          | 1 LUMP SUM      | \$350,000.00                              | \$350,000.00          | \$350,000.00                         | \$350,000.00        | \$350,000.00                    | \$350,000.00            | \$350,000.00                              | \$350,000.00     |
| 3                                 | TESTING AND INSPECTIONS ALLOWANCE                                                        | 1 LUMP SUM      | \$10,000.00                               | \$10,000.00           | \$10,000.00                          | \$10,000.00         | \$10,000.00                     | \$10,000.00             | \$10,000.00                               | \$10,000.00      |
| 4                                 | FUEL PRICE ALLOWANCE                                                                     | 1 LUMP SUM      | \$5,000.00                                | \$5,000.00            | \$5,000.00                           | \$5,000.00          | \$5,000.00                      | \$5,000.00              | \$5,000.00                                | \$5,000.00       |
| 5                                 | ASPHALT PRICE ALLOWANCE                                                                  | 1 LUMP SUM      | \$5,000.00                                | \$5,000.00            | \$5,000.00                           | \$5,000.00          | \$5,000.00                      | \$5,000.00              | \$5,000.00                                | \$5,000.00       |
| Total                             |                                                                                          |                 | \$8,579,000.00                            | \$7,916,000.00        | \$10,433,000.00                      | \$8,497,000.00      | \$8,157,700.00                  | \$11,923,243.00         | \$7,594,000.00                            | \$8,570,000.00   |
| ADD ALTERNATES                    |                                                                                          |                 | Aliano Brothers General Contractors, Inc. | Arthur J. Ogren, Inc. | Imperial Construction & Electric Inc | NACOM Companies Inc | Newport Construction Management | SCOZZARI BUILDERS, INC. | Weatherby Construction & Renovation Corp. | West End-KB, LLC |
| Line Item                         | Description                                                                              | Unit of Measure | Unit Cost                                 | Unit Cost             | Unit Cost                            | Unit Cost           | Unit Cost                       | Unit Cost               | Unit Cost                                 | Unit Cost        |
| D                                 | PROVIDE AN ALLOWANCE OF \$200,000.00 FOR OWNER-DIRECTED LOW VOLTAGE IMPROVEMENTS         | 1 LUMP SUM      | \$200,000.00                              | \$200,000.00          | \$200,000.00                         | \$200,000.00        | \$200,000.00                    | \$200,000.00            | \$200,000.00                              | \$200,000.00     |
| A                                 | PROVIDE AN ALTERNATE STANDY GENERATOR AND ASSOCIATED EQUIPMENT WIRING                    | 1 LUMP SUM      | \$151,000.00                              | \$86,000.00           | \$108,000.00                         | \$135,000.00        | \$40,000.00                     | \$110,000.00            | \$106,000.00                              | \$84,200.00      |
| B                                 | PROVIDE ADDITIONAL EXTERIOR DECKING & TRELLIS IN THE LOCATION IDENTIFIED                 | 1 LUMP SUM      | \$184,000.00                              | \$162,000.00          | \$250,000.00                         | \$136,000.00        | \$158,000.00                    | \$59,000.00             | \$235,000.00                              | \$285,000.00     |
| C                                 | PROVIDE CELLULAR PVC SHAKE SIDING IN LIEU OF FIBERCEMENT SHINGLE SIDING AT ALL LOCATIONS | 1 LUMP SUM      | \$129,000.00                              | \$8,000.00            | \$275,000.00                         | \$133,320.00        | \$31,000.00                     | \$120,000.00            | \$45,000.00                               | \$88,100.00      |
| Total                             |                                                                                          |                 | \$664,000.00                              | \$456,000.00          | \$833,000.00                         | \$604,320.00        | \$429,000.00                    | \$489,000.00            | \$586,000.00                              | \$657,300.00     |
| DEDUCT ALTERNATE                  |                                                                                          |                 | Aliano Brothers General Contractors, Inc. | Arthur J. Ogren, Inc. | Imperial Construction & Electric Inc | NACOM Companies Inc | Newport Construction Management | SCOZZARI BUILDERS, INC. | Weatherby Construction & Renovation Corp. | West End-KB, LLC |
| Line Item                         | Description                                                                              | Unit of Measure | Unit Cost                                 | Unit Cost             | Unit Cost                            | Unit Cost           | Unit Cost                       | Unit Cost               | Unit Cost                                 | Unit Cost        |
| A                                 | REMOVE PORTE COCHERE CANOPY AND ASSOCIATED STRUCTURE                                     | 1 LUMP SUM      | (\$130,000.00)                            | (\$165,000.00)        | (\$137,000.00)                       | (\$163,000.00)      | (\$150,000.00)                  | (\$96,000.00)           | (\$180,000.00)                            | (\$39,500.00)    |
| Total                             |                                                                                          |                 | (\$130,000.00)                            | (\$165,000.00)        | (\$137,000.00)                       | (\$163,000.00)      | (\$150,000.00)                  | (\$96,000.00)           | (\$180,000.00)                            | (\$39,500.00)    |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-293

A RESOLUTION AUTHORIZING THE AWARD OF CITY CONTRACT #26-28,  
FURNISHING, INSTALLATION, & MAINTENANCE OF LEASED COIN OPERATED  
BINOCULAR-VIEWING MACHINES FOR THE CITY OF OCEAN CITY & THE  
OCEAN CITY COOPERATIVE PRICING SYSTEM (251COCCPS) MEMBERS TO  
TOWER OPTICAL

WHEREAS, the specifications were authorized for advertisement by Resolution #26-251 on Thursday, September 10, 2026 for City Contract #26-28, Furnishing, Installation, & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Public Notices Webpage on Tuesday, September 1, 2026, and the Invitation to Bid was distributed to various prospective bidders via the OpenGov platform; and

WHEREAS, bid proposals were opened for City Contract #26-28, Furnishing, Installation, & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City Of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members on Thursday, September 14, 2023 and one (1) bid proposal was received per the attached Summary of Bid Proposals; and

WHEREAS, Frank Donato III, CFO, Director of Financial Management; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposal and the specifications and recommend that the contract be awarded to Tower Optical as the highest responsible bidder; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ocean City, New Jersey, that City Contract #26-28, Furnishing, Installation, & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members be and is hereby awarded to the following highest responsible bidder:

|                                           |  |
|-------------------------------------------|--|
| Clockwork Partners, LLC dba Tower Optical |  |
| 275 East Avenue                           |  |
| Norwalk, CT 06855                         |  |

City of Ocean City

| Item | Description                                                                                                                                | Amount   |
|------|--------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1    | The percentage of revenue that is to be paid to the City for the use of locations and for the placement of binocular viewing machines..... | 20%      |
| 1a.  | Coin Operated binocular viewer, cost per view.....                                                                                         | \$0.50   |
| 1b.  | Coin-operated binocular viewer, minutes per view.....                                                                                      | 2.5 Mins |

Members of the Ocean City Cooperative (251COCCPS)

| Item | Description                                                                                                                                       | Amount   |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 2    | The percentage of revenue that is to be paid to 251COCCPS Members for the use of locations and for the placement of binocular viewing machines... | 20%      |
| 2a.  | Coin Operated binocular viewer, cost per view.....                                                                                                | \$0.50   |
| 2b.  | Coin operated binocular viewer, minutes per view.....                                                                                             | 2.5 Mins |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-293

**BE IT FURTHER RESOLVED**, that the initial term of this contract shall be for a period of twenty-four (24) months beginning on October 9, 2026 and continuing through October 8, 2028 with the option to renew for one (1) additional year provided that the performance under this contract is satisfactory; and

**BE IT FURTHER REOLVED**, that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Tower Optical for a period of two (2) years for City Contract #26-28, Furnishing, Installation, & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City Of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members as listed and in accordance with the contract specifications and the bid proposal form.

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW CC #26-28 Binocular Viewing Machines.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 22, 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



EVALUATION TABULATION

City Contract #26-28

Furnishing, Installation, & Maintenance of Leased Coin Operated Binocular-Viewing Machines for the City of Ocean City & The Ocean City Pricing System (251 COCCPS) Members

| Base Bid City of Ocean City                             |                                                                                                                                                                 |                 |                            |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|
| Line Item                                               | Description                                                                                                                                                     | Unit of Measure | Tower Optical<br>Unit Cost |
| 1                                                       | THE PERCENTAGE OF REVENUE THAT IS TO BE PAID TO THE CITY FOR THE USE OF LOCATIONS AND FOR THE PLACEMENT OF BINOCULAR VIEWING MACHINES AS LISTED IN SECTION 16.0 | PERCENTAGE      | \$20.00                    |
| 2                                                       | COIN OPERATED BINOCULAR VIEWER, COST PER VIEW                                                                                                                   | CENTS           | \$.50                      |
| 3                                                       | COIN OPERATED BINOCULAR VIEWER MINUTES PER VIEW                                                                                                                 | MINUTES         | \$2.50                     |
| Base Bid Cooperative Pricing System Members (251COCCPS) |                                                                                                                                                                 |                 |                            |
| Line Item                                               | Description                                                                                                                                                     | Unit of Measure | Tower Optical<br>Unit Cost |
| 1                                                       | THE PERCENTAGE OF REVENUE THAT IS TO BE PAID TO THE CITY FOR THE USE OF LOCATIONS AND FOR THE PLACEMENT OF BINOCULAR VIEWING MACHINES AS LISTED IN SECTION 16.0 | PERCENTAGE      | \$20.00                    |
| 2                                                       | COIN OPERATED BINOCULAR VIEWER, COST PER VIEW                                                                                                                   | CENTS           | \$.50                      |
| 3                                                       | COIN OPERATED BINOCULAR VIEWER MINUTES PER VIEW                                                                                                                 | MINUTES         | \$2.50                     |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-294

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CZAR  
ENGINEERING, LLC FOR PROGRAM MANAGEMENT SERVICES FOR  
CONSTRUCTION OF THE OCEAN CITY MUNICIPAL AIRPORT TERMINAL  
BUILDING

WHEREAS, the City of Ocean City requires certain program management services for the construction of the Ocean City municipal airport terminal building; and,

WHEREAS, Czar Engineering, 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 engineering services with Czar Engineering, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

WHEREAS, the contract with Czar Engineering, LLC is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

WHEREAS, Czar Engineering, LLC has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and,

WHEREAS, Czar Engineering, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Czar Engineering, 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 Czar Engineering, LLC from making any contributions through the term of the contract; and,

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr. QPA, City Purchasing Manager, have reviewed all terms and conditions of the contract and recommend award of a professional services contract to Czar Engineering, LLC for program management services for the construction of the Ocean City municipal airport terminal building; 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 **Czar Engineering, LLC, 344 West State Street, Trenton, NJ 08618** as follows:

Professional Service Contract

| <u>Item</u>                                            | <u>Description</u>       | <u>Total Amount</u> |
|--------------------------------------------------------|--------------------------|---------------------|
| 1.                                                     | Program Management ..... | \$62,000.00         |
| <b>Total Contract Cost for Program Management.....</b> |                          | <b>\$62,000.00</b>  |

- The term of this contract shall be in effect until the completion of work.
- A copy of the Pay-to-Play Certification and the Business Registration Certificate (BRC) has been submitted and shall be placed on file in the City’s Purchasing Division Office.
- A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be posted on the City’s Public Notices Webpage.



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-294

**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 Czar Engineering, LLC for program management services for the construction of the Ocean City municipal airport terminal building.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account C-04-55-328-101.

CERTIFICATION OF FUNDS

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

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RPS 2026 Czar Airport Terminal.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 22, 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

# CZAR Engineering, L.L.C.

Lamont H. Czar, P.E.  
5014 Fernwood Avenue  
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445  
Fax: (609) 653-2015  
www.czarengineering.com

August 28, 2026

Vincent Bekier  
Aide to the Mayor  
City of Ocean City  
115 East 12<sup>th</sup> Street  
Ocean City, NJ 08226

RE: Program Management Services  
Ocean City Airport  
Ocean City, New Jersey

Dear Mr. Bekier:

The firm of CZAR Engineering, LLC submits this proposal for the following professional services relative to the above referenced project.

We will provide Program Management Services as follows:

1. Award:
  - a. Coordinate receipt of all required Local, State and Federal award requirements
  - b. Issue formal award recommendations to Client
  - c. Prepare draft contract for review
  - d. Award Meeting
    1. Coordinate award meeting with all parties
    2. Issue meeting minutes
    3. Project Meetings
    4. Chair all project meetings (every 2 weeks)
    5. Issue meeting minutes
2. Construction Phase:
  - a. During construction Czar Engineering, LLC shall advise and consult with the Client only to the extent permitted by the Client and by this document.
  - b. Czar Engineering, LLC shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.
  - c. Czar Engineering, LLC shall not be responsible for deficiencies in the

performance of the Work or any potential safety precautions in conjunction with the Work.

- d. Czar Engineering, LLC's construction administration services commence with the Contract Award and end with the approval of the final payment to the Contractor.
  - e. Czar Engineering, LLC shall review the Contractor's submittal schedule, submittals, product data and/or shop drawings and shall not unreasonably delay or withhold approval. Czar Engineering, LLC shall review submittals, product data and shop drawings for conformance with the information given and the design intent expressed in the Contract Documents.
  - f. Czar Engineering, LLC will conduct construction phase services in accordance with the responsibilities and authority as outlined in AIA document A201 General Conditions of the Contract for Construction. Unless indicated otherwise herein.
  - g. Submittals / RFI's
    - 1. Coordinate processing of all Submittals and RFI's
    - 2. Maintain ongoing master log
    - 3. Applications for Payment
    - 4. Develop Schedule of Values with contractor input
    - 5. Process all contractor Applications for Payments
  - h. Change Orders
    - 1. Coordinate pricing for Change Orders, if any.
    - 2. Evaluate for cost verification
    - 3. Submit to Client for review
    - 4. Advise Client of cost impact to control estimate
  - I. Control Estimate
    - 1. Current status / Critical issues
  - j. Site Project Administration
    - 1. Provide Observation Reports to Client noting the status of the project, manpower onsite, critical issues, inspections, etc.
3. Project Closeout
- a. Upon Receipt of a Temporary Certificate of Occupancy from the General Contractor, Czar Engineering, LLC will compile a punchlist inspection of the completed Work. The punchlist inspection will identify those areas readily observable to Czar Engineering, LLC which may represent errors, omissions and/or other defects in the completed Work which do not comply with the Contract Documents, applicable building codes and/or commonly accepted prudent construction practices in the judgment of Czar Engineering, LLC.

- b. Czar Engineering, LLC will work with the Client and Contractor in clarifying and resolving any outstanding Potential Change Orders, Change Orders and/or Construction Change Directives.
- c. Coordinate Contractor's close out documents with contract requirements, including As Builts, Warranties, Attic Stock, Client Training, etc.
- d. Monthly Executive Report To Client
  - 1. Project narrative
  - 2. Schedule update
  - 3. Budget evaluation

**Program management could be provided for a lump sum fee of \$62,000.**

Work will continue upon our receipt of a signed copy of this fee proposal. We will invoice monthly and/or at the completion of the work and expect payment in full within thirty days. If necessary, we will require all legal fees incurred to collect unpaid accounts be paid for by the client, including letters, telephone calls, and litigation or any other expense incurred as a result of the collection process. A service charge of 2% per month (24% per annum) will also be charged on all past due accounts.

If you have any questions, please contact this office.

Sincerely,



Lamont "butch" czar, p.e.

Enclosure

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_



# CZAR Engineering, L.L.C.

---

**RATE SCHEDULE**

Effective January 1, 2025

Basic Hourly Rates ( Includes factor for Professional Liability Insurance):

|                          |          |
|--------------------------|----------|
| Expert Witness Testimony | \$350.00 |
| Principal/Officer        | \$300.00 |
| Project Manager          | \$200.00 |
| Senior Engineer          | \$185.00 |
| Engineer                 | \$165.00 |
| Engineering Associate    | \$145.00 |
| Construction Coordinator | \$165.00 |
| Design Coordinator       | \$145.00 |
| Senior Designer          | \$120.00 |
| CAD Operator             | \$105.00 |
| Clerical/Secretarial     | \$65.00  |

Reimbursable Expenses:

- SUBCONSULTANTS = cost x 1.25  
Includes factor for bookkeeping/accounting, general coordination and inherent liability.
- EXPENSES PASSED THRU = cost x 1.10  
Includes factor for bookkeeping/accounting.

NOTE: In addition to the hourly rates listed above, a minimum fee of \$300 will be charged for postponed, or canceled on-call appearances at court, depositions, etc., for which we are not notified at least 72 hours in advance.

**CZAR ENGINEERING, L.L.C. ("Czar")**  
**CONTRACT PROVISIONS**

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions 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.
2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Czar are instruments of Czar's service that shall remain Czar's property. Upon execution of Agreement, the Czar grants to the Client a non-exclusive license to reproduce the instruments of service solely for the purposes of constructing the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client agrees not to use Czar generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar without Czar's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Czar will be at the Client's sole risk and without liability to Czar 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 Czar 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 Czar will entitle Czar to further compensation at rates to be agreed upon by the Client and Czar.

4. **DISPOSAL OF SAMPLES** - Czar will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** - The scope of Czar's services for this Agreement does not include any responsibility for detection, 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, Czar will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform exhaustive, detailed observations or any inspections of the work.

Czar 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. Czar's observations 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 - Czar and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers providing similar services. Czar shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Client agrees that services provided by Czar will be rendered without any warranty, express or implied.

Czar 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 Czar has been engaged to provide technical professional services only, and that Czar does not owe a fiduciary responsibility to the Client.

8. OPINION OF PROBABLE COSTS - When required as part of our work, Czar will furnish opinions of probable cost but does not guarantee the accuracy of such estimates and shall not be responsible for Client's reliance on Czar's opinions of probable cost. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar hereunder will be made on the basis of Czar's experience and qualifications and will represent Czar's judgment as an experienced and qualified design professional. Czar 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 or performing the work.

9. SUSPENSION OF WORK - The Client may, at any time, by written notice, suspend further work by Czar. The Client shall remain liable for, and shall promptly pay Czar 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 Czar's work on the project, Czar and the Client shall renegotiate Czar's fee.

If payment of invoices by the Client is not maintained current, Czar may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to defend, indemnify and hold Czar harmless from any claim or liability resulting from such suspension.

10. TERMINATION - The Client or Czar may terminate this Agreement for cause upon seven days written notice. The Client shall compensate Czar for services performed prior to termination and for prior authorized commitments made by Czar on the Client's behalf.
11. CHANGES OR DELAYS - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar'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.
12. FORCE MAJEURE - Czar 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, pandemic and endemic, work-from-home mandates, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - Czar and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Czar, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Czar, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to the lesser amount of either five times the fees paid or due to Czar under this Agreement, or the total amount of any available professional liability insurance available to Czar at the time that the claim is resolved either by settlement, arbitration award, or final judgment.. Such causes included, but are not limited to Czar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Czar's basic fee unless otherwise noted. Upon the Client's request, Czar shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the Client.

Czar may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar shall rely on the accuracy of information provided by said consultants. However, Czar shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

Client and Czar 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 the Client's loss of use of the property, any rental expenses incurred, 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.

To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Czar 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 Czar and Client under this Agreement.

14. **CONFLICTS OF INTEREST** - This project may presently or in the future involve parties with potentially adverse interests to those of Czar's existing or future clients ("Affected Parties" or "Affected Party"). Prior to Czar's acceptance of this assignment, Czar will make reasonable attempts to identify any Affected Parties based on information Czar has in its possession from the Client and any Affected Parties and Czar's search of its project and proposal databases. To the extent that Czar identifies a relationship with an Affected Party, Czar will inform the Client as to the identity of such parties. Client agrees to allow Czar to release to any Affected Parties the fact of Czar's engagement by the Client and any other information required to evaluate any potential conflict.

Czar's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to Czar by the Client and any Affected Parties, and by Czar's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of Czar's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from Czar's willful disregard of a relationship with the Affected Party, Czar shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between Czar and an Affected Party. Czar does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. Czar disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against Czar arising out of any such actual or

potential conflict-related occurrences. Subsequent to the date of this Agreement, Czar will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. MISCELLANEOUS

Governing Law; The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Reliance: Unless otherwise specifically indicated in writing, Czar 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.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Czar from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with Czar's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by Czar.

Certifications: Czar shall not be required to sign any documents, no matter by whom requested, that would result in Czar's having to certify, guaranty, or warrant the existence of conditions that Czar cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse Czar for all attorney's fees and costs related to collection of overdue payments.

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), or for any other purpose relating to work performed by Czar, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

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 Czar's net income. Client shall promptly pay Czar for any Taxes actually paid by Czar on behalf of Client, or which are required to be collected or paid by Czar. Czar may bill Client separately for such Taxes.

Third-parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Czar.



RESOLUTION

No. 26-295

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH WILLIAM  
MCLEES ARCHITECTURE FOR CONSTRUCTION MANAGEMENT SERVICES FOR  
CONSTRUCTION OF THE OCEAN CITY MUNICIPAL AIRPORT TERMINAL  
BUILDING

WHEREAS, the City of Ocean City requires certain construction management services for the construction of the Ocean City municipal airport terminal building; and,

WHEREAS, William McLees Architecture 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 engineering services with William McLees Architecture may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

WHEREAS, the contract with William McLees Architecture is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

WHEREAS, William McLees Architecture has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and,

WHEREAS, William McLees Architecture has completed and submitted a Business Entity Disclosure Certification which certifies that William McLees Architecture 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 William McLees Architecture from making any contributions through the term of the contract; and,

WHEREAS, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Constructions, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr. QPA, City Purchasing Manager, have reviewed all terms and conditions of the contract and recommend award of a professional services contract to William McLees Architecture for construction management services for the construction of the Ocean City municipal airport terminal building; 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 **William McLees Architecture, 5 MacArthur Boulevard, Somers Point, NJ 08244** as follows:

Professional Service Contract

| <u>Item</u>                                                 | <u>Description</u>            | <u>Total Amount</u> |
|-------------------------------------------------------------|-------------------------------|---------------------|
| 1.                                                          | Construction Management ..... | \$58,000.00         |
| <b>Total Contract Cost for Construction Management.....</b> |                               | <b>\$58,000.00</b>  |

- The term of this contract shall be in effect until the completion of work.
- A copy of the Pay-to-Play Certification and the Business Registration Certificate (BRC) has been submitted and shall be placed on file in the City’s Purchasing Division Office.
- A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be posted on the City’s Public Notices Webpage.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-295

**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 William McLees Architecture for construction management services for the construction of the Ocean City municipal airport terminal building.

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account C-04-55-316-105.

CERTIFICATION OF FUNDS

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

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RPS 2026 McLees Terminal Building Construction Management.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 22, 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



**william mclees**  
architecture

October 19, 2026

Mr. Vince Bekier  
City of Ocean City  
115 12<sup>th</sup> Street  
Ocean City, NJ 08226

**RE: PROPOSAL FOR ARCHITECTURAL SERVICES**  
**Ocean City Airport Construction Administration Services**

Dear Vince:

Thank you for the opportunity to submit our proposal for construction administration services in conjunction with the new Airport Terminal project in Ocean City. Our services in this proposal are delineated in the attached proposal and will include mechanical, plumbing, fire suppression and electrical disciplines in addition to architecture and site engineering. In order to proceed we simply require a signed copy of this proposal.

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

Kind Regards,

William C. McLees, AIA, LEED AP  
principal

---

5 MacArthur Blvd  
Somers Point, NJ 08244  
[www.wmarch.net](http://www.wmarch.net)  
609.927.0888

## 1. Professional Services

### 1.1 Construction Administration

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

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

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

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

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

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

## 2 Compensation, Terms & Conditions

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

| SUBTOTAL                                            |                 |
|-----------------------------------------------------|-----------------|
| ARCHITECTURE                                        | \$26,000        |
| CIVIL/SITE ENGINEER                                 | \$7,500         |
| MECHANICAL, PLUMBING, FIRE,<br>ELECTRICAL ENGINEERS | \$14,500        |
| REIMBURSABLE EXPENSES                               | \$10,000        |
| <b>TOTAL</b>                                        | <b>\$58,000</b> |

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



### 3.1 Reimbursable Expenses

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

- Printing and Postage costs
- Photocopies

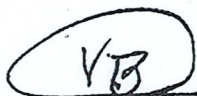
### 3.2 Exceptions

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

- Critical Path sequencing and scheduling
- Hazardous materials investigation and/or removal.
- Hydraulically designed or calculated fire suppression systems.
- Value-Engineering plan revisions after completion of construction documents.

### 3.3 Authorization/Notice to Proceed

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



10/20/2026

Mr. Vince Bekier  
City of Ocean City

Date

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

4. Appendix 'A'

WILLIAM MCLEES ARCHITECTURE 2025 HOURLY RATES SCHEDULE

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



## 5. Appendix 'B'- Terms and Conditions

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



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

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-296

AUTHORIZING CHANGE ORDER #1 CITY CONTRACT #26-20, 19<sup>TH</sup> STREET TO  
26<sup>TH</sup> STREET FLOOD MITIGATION PROJECT WITH RICHARD E. PIERSON  
CONSTRUCTION CO., INC

WHEREAS, specifications were authorized for advertisement by Resolution #26-135 on Thursday, May 21<sup>st</sup>, 2026 for City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Public Notices Webpage on Monday, July 14, 2026, and the Invitation to Bid was distributed to various prospective bidders via the OpenGov platform for City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project; and

WHEREAS, bid proposals were opened for City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project on Thursday, August 13<sup>th</sup>, 2026 and nine (9) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, the apparent low bidder, Gemini General Contracting, did not specific a plumber in their bid as required by the bid specifications resulting in a fatal flaw and bid rejection; and

WHEREAS, Bryan VanderGheynst, P.E., (Michael Baker International); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager had reviewed the bid proposals and the specifications and recommend that the contract be awarded to Richard E. Pierson Construction Co., Inc as the lowest responsible bidder; and

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

WHEREAS, The City Council of the City of Ocean City New Jersey authorized the award of City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project to Richard E. Pierson Construction Co., Inc on Thursday, August 20, 2026 by Resolution #26-239 with \$1,517,361.03 charged to Capital Account #C-04-55-334-101, and \$2,308,910.26 charged to Capital Account #C-04-55-337-151 (Purchase Order #26-01918)

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

WHEREAS, Bryan VanderGheynst, P.E., (Michael Baker International); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project as follows:

Richard E. Pierson Construction Co., Inc  
426 Swedesboro Road  
Pilesgrove, NJ 08098

Change Order #1 City Contract #26-20

| Item                                  | Description                                    | Unit | Unit Price | Total Price |
|---------------------------------------|------------------------------------------------|------|------------|-------------|
| 54.                                   | ELECTRICAL SERVICE CONNECTION<br>(NO BID)..... | L.S. | \$3,000.00 | \$3,000.00  |
| Total Amount for Change Order #1..... |                                                |      |            | \$3,000.00  |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION  
No. 26-296

**WHEREAS**, the newly adjusted contract cost including Change Order #1 is \$4,977,809.00 total increase of \$3,000.00 or 0.06% to Purchase Order #26-01918 for City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #1 to Purchase Order #26-01918 for City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project; and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #1 in the additional amount of \$3,000.00 to Purchase Order #26-01918 for City Contract #26-20, 19<sup>th</sup> Street to 26<sup>th</sup> Street Flood Mitigation Project to be charged to the following Capital Account #C-04-55-337-151.

CERTIFICATION OF FUNDS

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

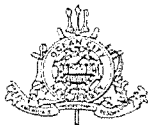
\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW #26-20 Flood Mitigation CO #1.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 22, 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, ENGINEERING DIVISION  
19th Street to 26th Street Flood Mitigation Project

PURCHASE ORDER #  
26-01918  
RESOLUTION #  
26-239

CHANGE ORDER NO. 1  
FILE NO. 26-20

CONTRACTOR:  
Richard E. Pierson Construction Co., Inc.  
426 Swedesboro Road  
Pilesgrove, NJ 08098

REASON FOR CHANGE:  
See Attached

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

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

| TYPE OF CHANGE | ITEM # | DESCRIPTION                            | QTY  | UNITS  | UNIT PRICE | AMOUNT     |
|----------------|--------|----------------------------------------|------|--------|------------|------------|
| SUPPLEMENTAL   |        | 0                                      | 0    | #N/A   | \$0.00     |            |
|                |        |                                        |      |        | SUBTOTAL:  | \$0.00     |
| EXTRA          | 54     | ELECTRICAL SERVICE CONNECTION (NO BID) | 3000 | DOLLAR | \$1.00     | \$3,000.00 |
|                |        |                                        |      |        | SUBTOTAL:  | \$3,000.00 |
| REDUCTION      |        | 0                                      |      | #N/A   | \$0.00     |            |
|                |        |                                        |      |        | SUBTOTAL:  | \$0.00     |

| CHANGE ORDER SUMMARY   |            |                   |                      |  |            |
|------------------------|------------|-------------------|----------------------|--|------------|
| PREVIOUS CHANGE ORDERS |            |                   | CURRENT CHANGE ORDER |  |            |
| NO.                    | AMOUNT     | REASON FOR CHANGE | TYPE OF CHANGE       |  | TOTAL      |
| 1                      | \$3,000.00 | See Attached      |                      |  |            |
| 2                      |            |                   |                      |  |            |
| 3                      |            |                   |                      |  |            |
| 4                      |            |                   |                      |  |            |
| 5                      |            |                   |                      |  |            |
| 6                      |            |                   |                      |  |            |
| 7                      |            |                   |                      |  |            |
| 8                      |            |                   |                      |  |            |
| 9                      |            |                   |                      |  |            |
| 10                     |            |                   |                      |  |            |
|                        |            |                   | + SUPPLEMENTAL       |  | \$0.00     |
|                        |            |                   | + EXTRA              |  | \$3,000.00 |
|                        |            |                   | - REDUCTIONS         |  | \$0.00     |
|                        |            |                   | NET CONTRACT CHANGE  |  |            |
|                        |            |                   | THIS CHANGE ORDER    |  | \$3,000.00 |

|                                 |                |
|---------------------------------|----------------|
| ORIGINAL CONTRACT AMOUNT        | \$4,974,809.00 |
| AMENDED CONTRACT AMOUNT         | \$4,977,809.00 |
| TOTAL CONTRACT CHANGE (PERCENT) | 0.06%          |
| TOTAL CONTRACT CHANGE (AMOUNT)  | \$3,000.00     |

ACCEPTED BY:

Richard E. Pierson Construction Co., Inc.

9/29/2026

DATE



# CHANGE ORDER REQUEST

City of Ocean City, New Jersey  
City Contract #26-20: 19th Street to 26th Street Flood Mitigation Project

|                  |                               |                |                                                                                      |
|------------------|-------------------------------|----------------|--------------------------------------------------------------------------------------|
| Change Order No. | 001                           | Date Submitted | 9/29/2026                                                                            |
| Contractor       | R.E. Pierson Construction     | City PO No.    | 26-01918                                                                             |
| Submitted By     | Tony Santoro, Project Manager | Reference      | Submittal #007<br>9/29/26 email from B. VanderGheynst<br>9/24/26 email from L. Horin |

| 1. REASON FOR CHANGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Leon Horin of Atlantic City Electric (ACE) quoted \$63,000 for the electrical service connections at the Triplex and Duplex Pump Stations (Submittal #007). Line Item 53 - Electrical Service Connection, carries a \$60,000 allowance. The \$3,000 above the allowance is a pass-through of ACE's cost. ACE will bill R.E. Pierson, who will charge to Line Item 53. This change order is submitted at the Engineer's request (B. VanderGheynst – Michael Baker Intl.). The ACE quote is attached as backup. No change to contract time is requested. If the actual billed amount by ACE to R.E. Pierson exceeds \$63,000, a separate change order will be issued for the difference at that time. |

| 2. CHANGE ORDER LINE ITEMS     |                               |          |         |            |             |
|--------------------------------|-------------------------------|----------|---------|------------|-------------|
| Line Item #                    | Description                   | Quantity | Unit    | Unit Price | \$ Change   |
| 53                             | Electrical Service Connection | 3,000    | Dollars | \$1.00     | \$3,000.00  |
|                                |                               |          |         |            |             |
|                                |                               |          |         |            |             |
|                                |                               |          |         |            |             |
|                                |                               |          |         |            |             |
|                                |                               |          |         |            |             |
| TOTAL CHANGE TO CONTRACT PRICE |                               |          |         |            | +\$3,000.00 |

| 3. CONTRACT SUMMARY          |                |                               |        |
|------------------------------|----------------|-------------------------------|--------|
| Original Contract Amount     | \$4,974,809.00 | Contract Time Change (days)   | 0      |
| Previous Change Orders (net) | \$0.00         | Original Contract Time (days) | 240    |
| This Change Order            | \$3,000.00     | Revised Contract Time (days)  | 240    |
| Revised Contract Amount      | \$4,977,809.00 | New Completion Date           | 5/5/27 |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-297

AUTHORIZING CHANGE ORDER #1 AND THE FINAL ACCPETANCE & FINAL  
PAYMENT TO A CONTRACT THROUGH ESCNJ CONTRACT #23/24-30, ROOFING  
REPAIR & MAINTENANCE WITH WEATHERPROOFING TECHNOLOGIES, INC.  
(TREMCO) FOR PHASE II OF THE OCEAN CITY MUSIC PIER SUBSTRUCTURE  
IMPROVEMENTS

WHEREAS, the Ocean City’s Department of Capital Programs, Project Management and Engineering is anticipating a procurement through an authorized vendor under New Jersey Regional Cooperative, ESCNJ, Contract #23/24-30, Roofing Repair & Maintenance in accordance with N.J.S.A. 40A:11-1 & N.J.A.C. 5:34-7.13; and

WHEREAS, the Ocean City’s Department of Capital Programs, Project Management and Engineering has researched available vendors and determined that Weatherproofing Technologies, Inc. and their subcontractor Platinum Specialty Services, Inc. is the most suitable to fulfill the required needs for improvements to the Ocean City Music Pier Substructure; and

WHEREAS, Lamont “Butch” Czar, P.E. (Czar Engineering); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Purchasing Manager reviewed the proposal from Weatherproofing Technologies, Inc. New Jersey Regional Cooperative Vendor, ESCNJ Contract #23/24-30, Roofing Repair & Maintenance; and

WHEREAS, The City Council of the City of Ocean City New Jersey authorized the award of Phase II of the Ocean City Music Pier Substructure Improvements to Weatherproofing Technologies, Inc. (Tremco) through ESCNJ Contract Roofing Repair & Maintenance ESCNJ #23/24-30 on Thursday, March 13, 2025 by Resolution #25-61-302 in the amount of \$1,202,800.21 charged to Capital Account #C-04-55-327-404 and \$847,320.00 charged to Capital Account #C-04-55-327-405 (Purchase Order #25-00680) and;

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

WHEREAS, Lamont “Butch” Czar, P.E. (Czar Engineering); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed and certified Change Order #1 to Weatherproofing Technologies, Inc. New Jersey Regional Cooperative Vendor, ESCNJ Contract #23/24-30, Roofing Repair & Maintenance; and

Weatherproofing Technologies, Inc.  
3755 Green Road  
Beachwood, OH 44122

Change Order #1 Reductions

| Item                                      | Description            | Quantity      | Unit Price   | Amount     |
|-------------------------------------------|------------------------|---------------|--------------|------------|
| 10                                        | Owner’s Allowance..... | 0.001082 L.S. | \$125,000.00 | (\$135.24) |
| Total Reductions for Change Order #1..... |                        |               |              | (\$135.24) |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-297

**WHEREAS**, the newly adjusted contract cost including Change Order #1 is \$1,202,664.97, a total decrease of (\$135.24) or -0.01% to Purchase Order #25-00680 for Phase II of the Ocean City Music Pier Substructure Improvements; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #1 to Purchase Order #25-00680 for Phase II of the Ocean City Music Pier Substructure Improvements; and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #1 in the reduced amount of (\$135.24) to Purchase Order #25-00680 and make final payment in the amount of \$482,779.94 for Phase II of the Ocean City Music Pier Substructure Improvements to be charged to the following Capital Account #C-04-55-327-405.

CERTIFICATION OF FUNDS

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

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RES CO #1 FAFP 2024 ESCNJ Tremco Music Pier Substructure.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 22, 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

### MEMORANDUM

TO: George Savastano, Business Administrator  
FROM: Vince Bekier, Director of the Department of Capital Programs, Project Management & Engineering  
CC: Michael Rossbach, Jr., Purchasing Manager  
DATE: September 29, 2026  
RE: CHANGE ORDER NO. 1 & FINAL ACCEPTANCE AND CLOSE OUT  
Music Pier Substructure 2

The above referenced contract is seeking Council's approval of Final CHANGE ORDER NO. 1 and Final Acceptance to Close-Out on the Thursday, October 22, 2026 City Council Agenda. The Contractor's Release of Liens, Payment of Debts and Claims and Consent of Surety to Final Payment, have been received.

The Final Change Order illustrates all the increases and decreases in contract quantities, all the supplemental work items to reflect as-built quantities.

|                       |            |                |
|-----------------------|------------|----------------|
| Original Contract     |            | \$1,202,800.21 |
| Total Contract Change |            | (\$135.24)     |
| (Change Order #1)     | (\$135.24) |                |

|                                |    |                |
|--------------------------------|----|----------------|
| Total Amended Contract         |    | \$1,202,664.97 |
| Less Previous Payments         | \$ | 719,885.03     |
| Total Due including            | \$ | 482,779.94     |
| Retainage & Final Change Order |    |                |

Reductions and additions adjusted to meet as-builts of the contract for a net change of -0.01%



Weatherproofing Technologies, Inc.

**PROJECT:**  
5066150-OCEAN CITY-MUSIC PIER-SUPPORT COLUMN RESTORE  
825 BOARDWALK  
OCEAN CITY, NJ 08226

**OWNER CHANGE ORDER**

Change Order #: 2  
Initiation Date: 09/24/2026

To Owner: City of Ocean City  
Address: 861 Asbury Avenue  
Ocean City, NJ 08226  
Contract/PO Date: 03.14.2025  
Contract/PO#: 25-00680

The following is a change from the original scope of work for the above referenced job:

| Scope Change Detail                 | \$ Amount         |
|-------------------------------------|-------------------|
| Credit for Unused Owner's Allowance | \$-135.24         |
| <b>TOTAL</b>                        | <b>(\$135.24)</b> |

|                                                                                       |                |
|---------------------------------------------------------------------------------------|----------------|
| The original Contract Sum was                                                         | \$1,202,800.21 |
| Net change by previously authorized Change Orders                                     | \$ 0.00        |
| The Contract Sum prior to this Change Order was                                       | \$1,202,800.21 |
| The amount Contract Sum will be adjusted by this Change Order in the amount of        | \$- 135.24     |
| The new Contract Sum, including this Change Order, will be                            | \$1,202,664.97 |
| The Contract Time could be increased by (working days)                                | 0              |
| The Date of Substantial Completion as of the date of this Change Order, therefore, is |                |

**APPROVED BY:**

**Weatherproofing Technologies, Inc.**

**Owner:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_





CITY OF OCEAN CITY, ENGINEERING DIVISION  
Music Pier Substructure 2

PURCHASE ORDER #  
25-00680  
RESOLUTION #  
25-61-302

CHANGE ORDER NO. 1  
FILE NO. 0

CONTRACTOR:  
Weatherproofing Technologies  
3735 Green Road  
Beachwood, OH 44201

REASON FOR CHANGE: R! 6/18  
Closeout

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

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

| TYPE OF CHANGE | ITEM # | DESCRIPTION            | QTY      | UNITS            | UNIT PRICE             | AMOUNT   |
|----------------|--------|------------------------|----------|------------------|------------------------|----------|
| SUPPLEMENTAL   |        | 0                      | 0        | #N/A             | \$0.00                 |          |
|                |        |                        |          |                  | SUBTOTAL:              | \$0.00   |
| EXTRA          |        | 0                      |          | #N/A             | \$0.00                 |          |
|                |        |                        |          |                  | SUBTOTAL:              | \$0.00   |
| REDUCTION      | 10     | OWNER'S ALLOWANCE<br>0 | 0.001082 | Lump Sum<br>#N/A | \$125,000.00<br>\$0.00 | \$135.24 |
|                |        |                        |          |                  | SUBTOTAL:              | \$135.24 |

| CHANGE ORDER SUMMARY   |            |                   |                      |  |            |
|------------------------|------------|-------------------|----------------------|--|------------|
| PREVIOUS CHANGE ORDERS |            |                   | CURRENT CHANGE ORDER |  |            |
| NO.                    | AMOUNT     | REASON FOR CHANGE | TYPE OF CHANGE       |  | TOTAL      |
| 1                      | (\$135.24) | Closeout          |                      |  |            |
| 2                      |            |                   |                      |  |            |
| 3                      |            |                   |                      |  |            |
| 4                      |            |                   |                      |  |            |
| 5                      |            |                   |                      |  |            |
| 6                      |            |                   |                      |  |            |
| 7                      |            |                   |                      |  |            |
| 8                      |            |                   |                      |  |            |
| 9                      |            |                   |                      |  |            |
| 10                     |            |                   |                      |  |            |
|                        |            |                   | NET CONTRACT CHANGE  |  |            |
|                        |            |                   | THIS CHANGE ORDER    |  | (\$135.24) |

|                                 |                |
|---------------------------------|----------------|
| ORIGINAL CONTRACT AMOUNT        | \$1,202,800.21 |
| AMENDED CONTRACT AMOUNT         | \$1,202,664.97 |
| TOTAL CONTRACT CHANGE (PERCENT) | -0.01%         |
| TOTAL CONTRACT CHANGE (AMOUNT)  | (\$135.24)     |

ACCEPTED BY: \_\_\_\_\_  
Weatherproofing Technologies DATE \_\_\_\_\_

RESOLUTION

No. 26-298

AUTHORIZING CHANGE ORDER #3 AND THE FINAL ACCEPTANCE AND FINAL  
PAYMENT TO CITY CONTRACT #25-11, IMPROVEMENTS TO THE PARKING LOT  
AT 16<sup>TH</sup> STREET & HAVEN AVENUE WITH LEXA CONCRETE, LLC

WHEREAS, the specifications were authorized for advertisement by Resolution #25-61-272 on Thursday, February 6, 2025 for City Contract #25-11, Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 26, 2025 and the Invitation to Bidders was distributed various potential bidders through the OpenGov E-Procurement Platform; and

WHEREAS, the bid proposals were opened for City Contract #25-11, Improvements to the Parking Lot at 16th Street & Haven Avenue on Tuesday, April 8, 2025 and seven (7) bid proposals were received; and

WHEREAS, Vincent Orlando, P.E. (Engineering Design Associates); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Procurement Manager had reviewed the bid proposals and the specifications and recommended that the contract be awarded to Lexa Concrete, LLC as the lowest responsible bidder; and

WHEREAS, the City Council of the City of Ocean City authorized the award of City Contract #25-11, Improvements to the Parking Lot at 16th Street & Haven Avenue on Thursday, May 8, 2025 by Resolution #25-62-381 in the total amount of \$1,012,840.00 with \$484,389.60 being charged to Capital Account #C-04-55-327-101 and \$528,450.40 being charged to Capital Account #C-04-55-327-505; and

WHEREAS, the City Council of Ocean City authorized Change Order #1 to City Contract #25-11, Improvements to the Parking Lot at 16th Street & Haven Avenue to Lexa Concrete, LLC on Thursday, February 19, 2026 by Resolution #26-66 in the additional amount of \$17,538.88 charged to Capital Account #C-04-55-327-505 for a revised contract total of \$1,030,378.88;

WHEREAS, the City Council of Ocean City authorized Change Order #2 to City Contract #25-11, Improvements to the Parking Lot at 16th Street & Haven Avenue to Lexa Concrete, LLC on Thursday, June 11, 2026 by Resolution #26-152 in the reduced amount of (\$67,058.42) charged to Capital Account #C-04-55-327-101 for a revised contract total of \$963,320.46;

WHEREAS, the City of Ocean City has identified a reduction in the number of materials needed to complete the project; and

WHEREAS, Vincent Orlando, P.E. (Engineering Design Associates); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, Procurement Manager have reviewed and certified Change Order #3 as follows:

|                     |  |  |  |  |
|---------------------|--|--|--|--|
| Lexa Concrete, LLC  |  |  |  |  |
| 11 Commerce Way     |  |  |  |  |
| Hammonton, NJ 08037 |  |  |  |  |

Change Order #3 Reductions

| Item | Description                                                   | Quantity   | Unit Cost  | Total Cost |
|------|---------------------------------------------------------------|------------|------------|------------|
| 27   | Roadway Excavation Unclassified (If & Where Directed).....    | 1000 C.Y.  | \$0.01     | \$10.00    |
| 28   | Dense Graded Aggregate Base Course (If & Where Directed)..... | 1000 C.Y.  | \$0.01     | \$10.00    |
| 29   | Fuel Price Adjustment Allowance.....                          | 0.408 Lump | \$5,000.00 | \$2,040.00 |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-298

| <u>Item</u>                                                              | <u>Description</u>                      | <u>Quantity</u>  | <u>Unit Cost</u> | <u>Total Cost</u>    |
|--------------------------------------------------------------------------|-----------------------------------------|------------------|------------------|----------------------|
| 30                                                                       | Asphalt Price Adjustment Allowance..... | 0.604086<br>Lump | \$5,000.00       | \$3,020.43           |
| 32                                                                       | New Water & Sewer Laterals.....         | 1 Lump           | \$5,000.00       | \$5,000.00           |
| <b>Total Reductions for Change Order #3 to City Contract #25-11.....</b> |                                         |                  |                  | <b>(\$10,080.43)</b> |

WHEREAS, the newly adjusted contract cost including Change Order #3 is \$953,240.03, an overall decrease of (\$59,599.97) or -5.88% from the original contract amount of \$1,012,840.00; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #3 to Purchase Order #25-01858 for City Contract #25-11, Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process change order #3, in the reduced amount of (\$10,080.43) to Purchase Order #25-01858 and make final payment in the amount of \$19,064.80 for City Contract #25-11, Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue to be charged to the following Capital Account #C-04-55-327-505.

CERTIFICATION OF FUNDS

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

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RES CO #3 FAFP CC #25-11 16<sup>th</sup> Street.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 22, 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

### MEMORANDUM

TO: George Savastano, Business Administrator  
FROM: Vince Bekier, Director of the Department of Capital Programs, Project Management & Engineering  
CC: Michael Rossbach, Jr., Purchasing Manager  
DATE: September 29, 2026  
RE: CHANGE ORDER NO. 3 & FINAL ACCEPTANCE AND CLOSE OUT  
16th & Haven Improvements  
0  
Project #: 25-11

The above referenced contract is seeking Council's approval of Final CHANGE ORDER NO. 3  
and Final Acceptance to Close-Out on the Thursday, October 22, 2026 City Council Agenda.  
The Contractor's Release of Liens, Payment of Debts and Claims and Consent of Surety to Final  
Payment, have been received.  
The Final Change Order illustrates all the increases and decreases in contract quantities, all the  
supplemental work items to reflect as-built quantities.

|                                 |                                                |
|---------------------------------|------------------------------------------------|
| Original Contract               | 1,012,840.00                                   |
| Total Contract Change (#1 - #3) | <span style="color: red;">(\$59,599.97)</span> |
| (Change Order #1)               | \$17,538.88                                    |
| (Change Order #2)               | <span style="color: red;">(\$67,058.42)</span> |
| (Change Order #3)               | <span style="color: red;">(\$10,080.43)</span> |
| <br>Total Amended Contract      | <br>\$953,240.03                               |
| Less Previous Payments          | \$ 934,175.23                                  |
| Total Due including             | \$ 19,064.80                                   |
| Retainage & Final Change Order  |                                                |

Reductions and additions adjusted to meet as-builts of the contract for a net change of -5.88%



*Lexa Concrete, LLC*

11 Commerce Way Drive  
Hammonton NJ 08037  
Ph: 609 704-5293 Fx: 609 704-5355  
[lexaconcrete@aol.com](mailto:lexaconcrete@aol.com)

9/24/2026

Re: Ocean City Parking Lot

Lexa Concrete is requesting a change order for the following line item to close the above referenced parking lot.

**FINAL Reduction Change Order**

| <u>Line No.</u> | <u>Item</u>              | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u>        |
|-----------------|--------------------------|------------|-------------|-------------------|---------------------|
| 27              | Roadway Excavation       | -1000      | CY          | \$0.01            | -\$10.00            |
| 28              | DGA Base Course          | -1000      | CY          | \$0.01            | -\$10.00            |
| 29              | Fuel Adj                 | -1         | LS          | \$2,040.00        | -\$2,040.00         |
| 30              | Asphalt Adj.             | -1         | LS          | \$3,020.43        | -\$3,020.43         |
| 32              | New Water/Sewer Laterals | -1         | LS          | \$5,000.00        | -\$5,000.00         |
|                 | <b>Total</b>             |            |             |                   | <b>-\$10,080.43</b> |

Thank you,  
Theresa Sansalone, Adm





CITY OF OCEAN CITY, ENGINEERING DIVISION  
16th & Haven Improvements

PURCHASE ORDER #  
25-01858  
RESOLUTION #  
25-62-351

CHANGE ORDER NO. 3  
FILE NO. 25-11

CONTRACTOR:  
Lexa Concrete  
11 Commerce Way  
Hammonton, NJ 08037

REASON FOR CHANGE:  
Close-out Draft 9/29/26

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

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

| TYPE OF CHANGE | ITEM # | DESCRIPTION                                              | QTY      | UNITS | UNIT PRICE | AMOUNT      |
|----------------|--------|----------------------------------------------------------|----------|-------|------------|-------------|
| SUPPLEMENTAL   |        | 0                                                        |          | #N/A  | \$0.00     |             |
|                |        |                                                          |          |       | SUBTOTAL:  | \$0.00      |
| EXTRA          |        | 0                                                        |          | #N/A  | \$0.00     |             |
|                |        |                                                          |          |       | SUBTOTAL:  | \$0.00      |
| REDUCTION      | 27     | Roadway Excavation Unclassified (If & Where Directed)    | 1000     | C.Y.  | \$0.01     | \$10.00     |
|                | 28     | Dense Graded Aggregate Base Course (If & Where Directed) | 1000     | C.Y.  | \$0.01     | \$10.00     |
|                | 29     | Fuel Price Adjustment Allowance                          | 0.408    | Lump  | \$5,000.00 | \$2,040.00  |
|                | 30     | Asphalt Price Adjustment Allowance                       | 0.604086 | Lump  | \$5,000.00 | \$3,020.43  |
|                | 32     | New Water & Sewer Laterals                               | 1        | Lump  | \$5,000.00 | \$5,000.00  |
|                |        |                                                          |          |       | SUBTOTAL:  | \$10,080.43 |

| CHANGE ORDER SUMMARY   |               |                   |                      |               |
|------------------------|---------------|-------------------|----------------------|---------------|
| PREVIOUS CHANGE ORDERS |               |                   | CURRENT CHANGE ORDER |               |
| NO.                    | AMOUNT        | REASON FOR CHANGE | TYPE OF CHANGE       | TOTAL         |
| 1                      | \$17,538.88   | See Attached      |                      |               |
| 2                      | (\$67,058.42) | See Attached      | + SUPPLEMENTAL       | \$0.00        |
| 3                      | (\$10,080.43) | Close-out         |                      |               |
| 4                      |               |                   | + EXTRA              | \$0.00        |
| 5                      |               |                   |                      |               |
| 6                      |               |                   | - REDUCTIONS         | \$10,080.43   |
| 7                      |               |                   |                      |               |
| 8                      |               |                   | NET CONTRACT CHANGE  |               |
| 9                      |               |                   | THIS CHANGE ORDER    | (\$10,080.43) |
| 10                     |               |                   |                      |               |

|                                 |                |
|---------------------------------|----------------|
| ORIGINAL CONTRACT AMOUNT        | \$1,012,840.00 |
| AMENDED CONTRACT AMOUNT         | \$953,240.03   |
| TOTAL CONTRACT CHANGE (PERCENT) | -5.88%         |
| TOTAL CONTRACT CHANGE (AMOUNT)  | (\$59,599.97)  |

ACCEPTED BY: DATE  
Lexa Concrete

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-299

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE SAFE ROUTES TO SCHOOL PROGRAM (SRTS) TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) FOR STREET TRAFFIC LIGHTS ALONG 5<sup>TH</sup> STREET

WHEREAS, the City of Ocean City is applying for funding to add street traffic lights along the school route for the Ocean City Primary School and the Ocean City High School within Ocean City; and

WHEREAS, the street traffic lights are proposed to be constructed at the intersections of 5<sup>th</sup> Street & Ocean Avenue, 5<sup>th</sup> Street & Wesley Avenue and 5<sup>th</sup> Street & Asbury Avenue; and

WHEREAS, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for school children and residents; and

WHEREAS, maintenance of the street traffic lights, once constructed, will be assumed by the County of Cape May through an amended Shared Services Agreement adopted by Resolution #23-60-033 on Thursday, June 22, 2023;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ocean City that it hereby supports the submission of a grant application for the Safe Routes to School Program (SRTS) within the State of New Jersey Department of Transportation (NJDOT) and authorizes the Mayor, Business Administrator, Purchasing Agent and the Municipal Clerk to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

Terry Crowley, Jr.  
Council President

Files: RES Grant Submission Safe Routes to School.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 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-300

AMENDING THE 2026 BUDGET OF THE CITY OF OCEAN CITY TO INCLUDE  
ADDITIONAL REVENUE FROM THE UNITED STATES DEPARTMENT OF  
TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION: AIRPORT  
IMPROVEMENT PROGRAM; CONSTRUCT 8 UNIT T-HANGER,  
(INFRASTRUCTURE & ERECTION) PHASE II: FAA #3-34-0029-032-2026

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

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

WHEREAS, the City of Ocean City has received notification of a grant in the amount of \$162,058.00 from the United States Department of Transportation, Federal Aviation Administration: Airport Improvement Program (AIP), and wishes to amend its 2026 Budget to include this amount as a revenue; and

WHEREAS, the Local share of the above referenced grant is \$8,530.00; and

NOW, THEREFORE, BE IT RESOLVED that the City of Ocean City hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2026 in the sum of \$162,058.00, which item is now available as a revenue from:

GENERAL REVENUES

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

Public and Private Revenue Offset with Appropriations

United States Department of Transportation, FAA Airport Improvement Program  
FAA #3-34-0029-032-2026.....\$162,058.00

pursuant to the provisions of Statute; and

BE IT FURTHER RESOLVED that a like sum of \$162,058.00 be and the same is hereby appropriated under the caption of:

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

United States Department of Transportation, FAA Airport Improvement Program  
FAA #3-34-0029-032-2026.....\$162,058.00

BE IT FURTHER RESOLVED that the sum of \$8,530.00 representing the local match required for the municipality's share of the aforementioned undertaking is included in the budget of the year 2026 under the caption of:

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-300

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

Matching Funds for Grants.....\$8,530.00

and is hereby appropriated under the caption of:

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

United States Department of Transportation, FAA Light Obstruction- Construct Phase II  
FAA #3-34-0029-032-2026 (Local Share).....\$8,530.00

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

**BE IT FINALLY RESOLVED that** this amendment be published on line on October 28, 2026.

\_\_\_\_\_  
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, October 22, 2026, 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. 26-301

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**, WADDELL, RICHARD L. & NANCY C., owner of Block 2801, Lot 21 Qual. C2 located at 2830 WESLEY 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 8/31/2026; and said exemption has created a \$1,892.66 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, 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, October 22, 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



(File in Triplicate)

## APPLICATION FOR

☒ DEDUCTION CHANGE

Mark ☐ CORRECTION OF TAX DUPLICATE (N.J.S.A. 54:4-53,54,55)

Proper ☐ ADDED/OMITTED DUPLICATE CORRECTION

Box

September 16, 2026

Cape May County Board of Taxation  
Cape May Court House  
New Jersey, 08210-3096

Cape May County

SEP 22 2026

Gentlemen:

Board of Taxation

Application is hereby made for authority to make the following additions, deductions or

corrections to the Tax Duplicate for the year 2026 in the Taxing District of **OCEAN CITY**

Owner Waddell, Richard L. & Nancy c.

Street Number 2830 Wesley Avenue

Block No. 2801 Lot 21 C2

|  | Land | Buildings | Deduction | Total |
|--|------|-----------|-----------|-------|
|--|------|-----------|-----------|-------|

|          |  |  |   |  |
|----------|--|--|---|--|
| Assessed |  |  | 2 |  |
|----------|--|--|---|--|

|           |  |  |     |  |
|-----------|--|--|-----|--|
| Should be |  |  | 15F |  |
|-----------|--|--|-----|--|

Assessment added

Assessment deducted

Explanation: 100% Disabled Veteran Exemption approved on the property as of August 31, 2026



Approved

*L. Russell*  
County Tax Administrator

Copy to Collector

*[Signature]*  
Assessor

Tax Bd. 2 90

Assessment Revision Form  
Cape May County Board of Taxation  
Notification of Change of Assessment for 2026

This Is Not A Bill  
This Notice Is Required Under N.J.S.A. 54:4-38.1

9/24~~2~~026

Owners Name: Richard Waddell  
Address: 2830 Wesley Ave  
State, Zip: Ocean City, NJ 08226

Parcel Identification:  
Municipality: Ocean City Block: 2801 Lot(s): 21 Qual: C2  
Parcel Street Address: 2830 Wesley Ave

The assessed value indicated below represents a change in the assessment which will appear on the municipal tax list for 2026 for the property identification above.

| Former Assessed Value |         | Revised Assessed Value |         |
|-----------------------|---------|------------------------|---------|
| Land                  | 666,900 | Land                   | 666,900 |
| Improvement           | 263,200 | Improvement            | 263,200 |
| Abatement             |         | Abatement              |         |
| Total(Taxable)        | 930,100 | Total(Exempt)          | 930,100 |

Appeal Rights

If you agree with the above Revised Assessed Value no further action by you is required.

If you disagree with the above Revised Assessed Value you may confer with the tax assessor. If after such consultation you remain dissatisfied, an appeal may be filed against the assed value as revised with the Cape May County Board of Taxation. Forms and instructions for filing an appeal may be obtained by contacting:

Cape May County Board of Taxation  
7 North Main Street, DN 303  
Cape May Court House, New Jersey 08210  
(609) 465-1030

If your assessed valuation exceeds \$1,000,000 you may have an option of filing your appeal directly with the Tax Court. Information for filing a complaint with the Tax Court may be obtained by contacting:

Tax Court of New Jersey  
CN 972  
Trenton, New Jersey 08625

Assessment appeals from a Notification of Change of Assessment must be filed with 45 days from the issuance of such notification.

This form is prescribed by the New Jersey Division of Taxation, as required by law, and may be reproduced for distribution, but no alteration may be made therein without prior approval.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-302

CONSENTING TO CITY COUNCIL’S APPOINTMENT OF  
ANTWAN MCCLELLAN AS MEMBER TO THE OCEAN CITY HOUSING AUTHORITY

BE IT RESOLVED, by the City Council of the City of Ocean City, New Jersey that the following individuals are hereby reappointed as a members to the Ocean City Housing Authority in accordance with NJSA 40A:12A-17, for the following term:

| <u>NAME</u>      | <u>TERM</u>                                          | <u>TERM EXPIRES</u> |
|------------------|------------------------------------------------------|---------------------|
| Antwan McClellan | 5 Years<br>To Fill Unexpired Term<br>Of Robert Henry | 12/31/2026          |

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, October 22, 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  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-303**

**AUTHORIZING THE CITY OF OCEAN CITY, NEW JERSEY THROUGH THE  
OCEAN CITY POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE  
LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033  
PROGRAM TO ENABLE THE OCEAN CITY POLICE DEPARTMENT TO  
REQUEST & ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT**

**WHEREAS**, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State Law Enforcement Agencies (LEAs); and

**WHEREAS**, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

**WHEREAS**, participation in the 1033 Program allows municipal and county LEAs to obtain property that they might not otherwise be able to afford, in order to enhance the community preparedness, response and resiliency; and

**WHEREAS**, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

**WHEREAS**, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, in the County of Cape May, State of New Jersey that it hereby authorizes the Ocean City Police Department to enroll in the 1033 Program for no more than a one (1) year period with authorization terminating on December 31<sup>st</sup>, 2026 from October 8, 2026 to December 31, 2026; and

**BE IT FURTHER RESOLVED** that the Ocean City Police Department is hereby authorized to

acquire items of non-controlled property designated "DEMIL A," which may include office supplies, office

furniture, computers, electronic equipment generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Ocean City Police Department, without restriction; and

**BE IT FURTHER RESOLVED** that the Ocean City Police Department is hereby authorized to acquire the following "DEMIL B through Q" property, if it shall become available in the period of time for which this resolution authorizes; and

**BE IT FURTHER RESOLVED** that the "DEMIL B thorough Q" controlled 3-page property list in its entirety is hereby approved and hereto attached to this resolution; and

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-303

BE IT FURTHER RESOLVED that the Ocean City Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

BE IT FURTHER RESOLVED that the Ocean City Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to authorize requests to acquire "DEMIL A" property and "DEMIL B through Q" property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31<sup>st</sup>, 2026.

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, October 22, 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



| ITEM NAME                                                 |  | DEMIL CODE |   |   |   |   |   |    |   |
|-----------------------------------------------------------|--|------------|---|---|---|---|---|----|---|
|                                                           |  | A          | B | C | D | E | F | G  | Q |
| AIRCRAFT, FIXED WING                                      |  |            |   |   |   |   |   |    |   |
| AIRCRAFT, ROTARY WING                                     |  |            |   | 1 |   |   |   |    |   |
| AIRPLANE, CARGO-TRANSPORT                                 |  |            | 1 |   |   |   |   |    |   |
| AIRPLANE, FLIGHT T42A                                     |  |            | 1 |   |   |   |   |    | 5 |
| AIRPLANE, UTILITY                                         |  | 1          | 1 |   |   |   |   |    |   |
| AIRPLANE, UTILITY U8F                                     |  |            | 1 |   |   |   |   |    |   |
| ARMORED SECURITY VEHICLE                                  |  |            |   | 1 |   |   |   |    |   |
| ARMORED SECURITY VEHICLE                                  |  |            |   | 1 | 1 |   |   |    |   |
| AUTOMOBILE, SEDAN                                         |  |            |   | 1 |   |   |   |    |   |
| AUTOMOBILE, WAGON                                         |  |            |   | 1 |   |   |   |    |   |
| BATON, KINETIC ENERGY                                     |  |            |   |   | 5 |   |   |    |   |
| BODY SHIELD                                               |  |            | 1 |   |   |   |   |    | 1 |
| BREACH SYSTEM                                             |  |            |   |   | 1 |   |   |    |   |
| BREACHING RAM                                             |  | 1          |   |   |   |   |   |    |   |
| BREACHING SYSTEM                                          |  | 1          |   |   |   |   |   |    |   |
| CAPABILITIES SET NON-LETHAL                               |  |            |   |   |   |   |   |    | 1 |
| CAR, ARMORED                                              |  |            |   |   | 1 |   |   |    |   |
| CAR, ARMORED, MINE DISPOSAL                               |  |            |   | 7 |   |   |   |    |   |
| CAR, ARMORED, MINE DISPOSAL                               |  |            |   |   | 2 |   |   |    |   |
| CARRIER, AMBULANCE                                        |  |            |   | 1 |   |   |   |    |   |
| CARRIER, CARGO                                            |  |            |   | 3 |   |   |   |    |   |
| CARRIER, COMMAND POST                                     |  |            |   | 1 |   |   |   |    |   |
| CARTRIDGE, 12 GAGE SHOTGUN                                |  |            |   |   |   |   |   | 2  |   |
| CARTRIDGE, 12 GAGE SHOTGUN, NON-LETHAL                    |  |            |   |   | 1 |   |   | 11 |   |
| CARTRIDGE, 40 MILLIMETER                                  |  |            |   | 1 |   | 1 |   | 1  |   |
| CHARGE, DIVERSIONARY                                      |  |            |   |   |   |   |   | 1  |   |
| CLUB, SELF-PROTECTION                                     |  |            |   |   |   |   |   |    | 7 |
| COMMUN, EQUIP, SOMS-B                                     |  |            |   |   |   |   | 1 |    |   |
| CUTTER HEAD, HYDRAULIC BREACHING AND EXTRACATION TOOL     |  | 1          |   |   |   |   |   |    |   |
| DEMOLITION KIT, BLASTING                                  |  |            |   |   |   |   |   | 1  |   |
| DEMOLITION KIT, BLASTING, PRACTICE                        |  |            |   |   |   |   |   | 1  |   |
| DEMOLITION KIT, BREACHING SYSTEM, ANTI-PERSONNEL OBSTACLE |  |            |   |   | 2 |   |   | 1  |   |
| DOOR OPENER, HYDRAULIC BREACHING AND EXTRACATION TOOL     |  | 1          |   |   |   |   |   | 2  |   |
| DRONE, TARGET                                             |  |            |   |   | 1 |   |   |    |   |
| DRONES                                                    |  |            |   | 1 |   |   |   |    |   |
| FACESHIELD, MILITARY, RIOT CONTROL                        |  | 1          |   |   |   |   |   |    |   |



| ITEM NAME                                              |  | DEMIL CODE |   |    |    |   |   |   |   |  |
|--------------------------------------------------------|--|------------|---|----|----|---|---|---|---|--|
|                                                        |  | A          | B | C  | D  | E | F | G | Q |  |
| FACESHIELD, RIOT CONTROL                               |  |            |   |    |    |   |   |   | 3 |  |
| FACESHIELD, RIOT CONTROL                               |  | 1          |   |    |    |   |   |   |   |  |
| FORCED ENTRY AND RESCUE EQUIPMENT, AIRCRAFT CRASH      |  | 1          |   |    |    |   |   |   |   |  |
| GLIDERS                                                |  |            |   | 1  |    |   |   |   |   |  |
| GOGGLES, PROTECTION, RIOT CONTROL                      |  | 5          |   |    |    |   |   | 1 |   |  |
| GRENADE, HAND                                          |  |            |   |    |    |   |   | 2 |   |  |
| GRENADE, HAND, NON-LETHAL                              |  |            |   |    |    |   |   |   |   |  |
| GROUND SENSOR SURVEILLANCE VEHICLE                     |  |            |   | 1  |    |   |   |   |   |  |
| GUN, PORTABLE RIOT CONTROL                             |  |            |   |    | 1  |   |   |   |   |  |
| HATBOX, RIOT CROWD                                     |  | 2          |   |    |    |   |   |   |   |  |
| HELICOPTER, FLIGHT TRAINER                             |  |            |   | 1  |    |   |   |   |   |  |
| HELICOPTER, FLIGHT TRAINER TH65A                       |  |            | 1 |    |    |   |   |   |   |  |
| HELICOPTER, MEDEVAC                                    |  |            |   | 1  |    |   |   |   |   |  |
| HELICOPTER, OBSERVATION                                |  |            |   | 3  |    |   |   |   |   |  |
| HELICOPTER, SEARCH AND RESCUE                          |  |            | 2 |    |    |   |   |   |   |  |
| HELICOPTER, UTILITY                                    |  |            | 1 | 3  |    |   |   |   |   |  |
| HELMET, POLICE                                         |  | 1          |   |    |    |   |   |   |   |  |
| HELMET, SAFETY                                         |  | 1          |   |    |    |   |   |   |   |  |
| KIT, MECHANICAL BREA                                   |  | 2          |   |    |    |   |   |   |   |  |
| KIT, RIOT PROTECTION                                   |  | 1          |   |    |    |   |   |   |   |  |
| LIGHT ARMORED VEHICLE                                  |  |            |   | 17 | 26 |   |   |   |   |  |
| MINE CLEARING VEHICLE                                  |  |            |   |    | 1  |   |   |   |   |  |
| MINE DETECTOR SYSTEM, VEHICLE MOUNTED                  |  |            |   | 3  | 2  |   | 1 |   |   |  |
| MINE RESISTANT VEHICLE                                 |  |            |   | 63 | 3  |   |   |   |   |  |
| MISCELLANEOUS WEAPONS - LOGSALSN                       |  |            | 1 |    |    |   |   |   |   |  |
| MODIFICATION KIT, GUN, WEAPON                          |  |            |   |    | 1  |   |   |   |   |  |
| MUNITION, CROWD CONTROL, MODULAR, NON-LETHAL           |  |            |   |    |    |   |   | 2 |   |  |
| No Item Name Available                                 |  |            |   | 1  |    |   |   |   |   |  |
| NON-BALLISTIC BODY SHIELD                              |  | 1          |   |    |    |   |   |   | 1 |  |
| NON-LETHAL WEAPONS CAPABILITIES SET                    |  |            | 2 |    |    |   |   |   |   |  |
| ONLY COMPLETE COMBAT/ASSAULT/TACTICAL WHEELED VEHICLES |  |            |   |    | 1  |   |   |   |   |  |
| PROTECTIVE SHIELD, T                                   |  | 1          |   |    |    |   |   |   | 1 |  |
| RAM, BATTERING                                         |  | 1          |   |    |    |   |   |   |   |  |
| RAM, DOOR, MINI                                        |  | 1          |   |    |    |   |   |   |   |  |
| RIOT CONTROL SHIELD                                    |  | 1          |   |    |    |   |   |   |   |  |
| SECURITY VEHICLE                                       |  |            |   | 1  |    |   |   |   |   |  |



| ITEM NAME                                              |  | DEMIL CODE |   |    |   |   |    |   |    |  |
|--------------------------------------------------------|--|------------|---|----|---|---|----|---|----|--|
|                                                        |  | A          | B | C  | D | E | F  | G | Q  |  |
| SHIELD,PERSONAL PROTECTIVE                             |  |            |   |    | 1 |   |    |   | 3  |  |
| SHIELD,SELF-PROTECTION                                 |  |            |   |    |   |   |    |   | 6  |  |
| SHOP EQUIPMENT,CONTACT MAINTENANCE                     |  | 1          |   | 2  |   |   |    |   |    |  |
| SHOP SET,CONTACT MAINTENANCE, TRUCK MOUNTED (ENGINEER) |  | 1          |   |    |   |   |    |   |    |  |
| SHOP SET,CONTACT MAINTENANCE, TRUCK MOUNTED (ORDNANCE) |  | 1          |   |    |   |   |    |   |    |  |
| SIGHT,THERMAL                                          |  |            |   |    | 1 |   |    |   |    |  |
| SLEDGE HAMMER                                          |  | 1          |   |    |   |   |    |   |    |  |
| TOOL,BREAKER,HINGE                                     |  | 1          |   |    |   |   |    |   |    |  |
| TRAINING KIT,DEMOLITION                                |  |            | 1 |    |   |   |    |   |    |  |
| TRUCK TRACTOR                                          |  |            |   | 4  |   |   | 5  |   | 7  |  |
| TRUCK,AMBULANCE                                        |  |            |   | 9  |   |   |    |   |    |  |
| TRUCK,ARMORED                                          |  |            |   | 3  |   |   |    |   |    |  |
| TRUCK,BOLSTER                                          |  |            |   |    |   |   | 2  |   | 1  |  |
| TRUCK,BOMB SERVICE                                     |  |            |   | 2  |   |   | 2  |   |    |  |
| TRUCK,CARGO                                            |  |            | 3 | 28 |   |   | 17 |   | 30 |  |
| TRUCK,CARRYALL                                         |  |            |   | 22 |   |   |    |   | 1  |  |
| TRUCK,COMMAND RECONNAISSANCE                           |  |            |   | 2  |   |   |    |   |    |  |
| TRUCK,DUMP                                             |  |            |   | 2  |   |   | 6  |   | 7  |  |
| TRUCK,MAINTENANCE                                      |  |            |   |    |   |   | 3  |   |    |  |
| TRUCK,MATERIALS HANDLING-CONTAINER HOISTING            |  |            |   | 1  |   |   |    |   |    |  |
| TRUCK,PALLETIZED LOADING                               |  |            |   | 8  |   |   |    |   | 2  |  |
| TRUCK,PANEL                                            |  |            |   | 2  |   |   |    |   |    |  |
| TRUCK,STAKE                                            |  |            |   |    |   |   |    |   | 2  |  |
| TRUCK,TANK                                             |  |            |   | 5  |   |   | 13 |   | 8  |  |
| TRUCK,UTILITY                                          |  |            |   | 84 |   |   |    |   | 4  |  |
| TRUCK,VAN                                              |  |            | 1 |    |   |   | 14 |   | 1  |  |
| TRUCK,WRECKER                                          |  |            | 1 | 2  |   |   | 3  |   | 2  |  |
| TRUCKS AND TRUCK TRACTORS, DEMIL C                     |  |            |   | 1  |   |   |    |   | 1  |  |
| UNMANNED AIRCRAFT                                      |  |            |   | 1  |   |   |    |   |    |  |
| UNMANNED VEHICLE                                       |  |            |   | 1  |   |   |    |   |    |  |
| UP ARMORED NTVS                                        |  |            |   | 1  |   |   |    |   |    |  |
| UTILITY VEHICLE,OFF ROAD                               |  |            | 1 | 2  | 1 | 1 | 1  | 1 | 1  |  |

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

**RESOLUTION**

**No. 26-304**

**AUTHORIZING THE CITY OF OCEAN CITY, NEW JERSEY THROUGH THE OCEAN CITY  
POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY,  
LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE OCEAN CITY  
POLICE DEPARTMENT TO REQUEST & ACQUIRE EXCESS DEPARTMENT OF DEFENSE  
EQUIPMENT**

**WHEREAS**, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State Law Enforcement Agencies (LEAs); and

**WHEREAS**, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

**WHEREAS**, participation in the 1033 Program allows municipal and county LEAs to obtain property that they might not otherwise be able to afford, in order to enhance the community preparedness, response and resiliency; and

**WHEREAS**, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

**WHEREAS**, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, in the County of Cape May, State of New Jersey that it hereby authorizes the Ocean City Police Department to enroll in the 1033 Program for no more than a one (1) year period with authorization terminating on December 31<sup>st</sup>, 2027 from January 1, 2027 to December 31, 2027; and

**BE IT FURTHER RESOLVED** that the Ocean City Police Department is hereby authorized to acquire items of non-controlled property designated "DEMIL A," which may include office supplies, office furniture, computers, electronic equipment generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Ocean City Police Department, without restriction; and

**BE IT FURTHER RESOLVED** that the Ocean City Police Department is hereby authorized to acquire the following "DEMIL B through Q" property, if it shall become available in the period of time for which this resolution authorizes; and

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26- 304

**BE IT FURTHER RESOLVED** that the "DEMIL B thorough Q" controlled 3-page property list in its entirety is hereby approved and hereto attached to this resolution; and

**BE IT FURTHER RESOLVED** that the Ocean City Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

**BE IT FURTHER RESOLVED** that the Ocean City Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately and shall be valid to authorize requests to acquire "DEMIL A" property and "DEMIL B through Q" property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31<sup>st</sup>, 2027.

\_\_\_\_\_  
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, October 22, 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



| ITEM NAME                                                 |   | DEMIL CODE |   |   |   |   |   |    |   |
|-----------------------------------------------------------|---|------------|---|---|---|---|---|----|---|
|                                                           |   | A          | B | C | D | E | F | G  | Q |
| AIRCRAFT, FIXED WING                                      |   |            |   | 1 |   |   |   |    |   |
| AIRCRAFT, ROTARY WING                                     |   |            |   | 1 |   |   |   |    |   |
| AIRPLANE, CARGO-TRANSPORT                                 |   |            | 1 |   |   |   |   |    | 5 |
| AIRPLANE, FLIGHT T42A                                     |   |            | 1 |   |   |   |   |    |   |
| AIRPLANE, UTILITY                                         | 1 | 1          |   |   |   |   |   |    |   |
| AIRPLANE, UTILITY U8F                                     |   |            | 1 |   |   |   |   |    |   |
| ARMORED SECURITY VEHICLE                                  |   |            |   | 1 |   |   |   |    |   |
| ARMORED SECURITY VEHICLE                                  |   |            |   | 1 | 1 |   |   |    |   |
| AUTOMOBILE, SEDAN                                         |   |            |   | 1 |   |   |   |    |   |
| AUTOMOBILE, WAGON                                         |   |            |   | 1 |   |   |   |    |   |
| BATON, KINETIC ENERGY                                     |   |            |   |   | 5 |   |   |    |   |
| BODY SHIELD                                               |   |            | 1 |   |   |   |   |    | 1 |
| BREACH SYSTEM                                             |   |            |   |   | 1 |   |   |    |   |
| BREACHING RAM                                             | 1 |            |   |   |   |   |   |    |   |
| BREACHING SYSTEM                                          | 1 |            |   |   |   |   |   |    |   |
| CAPABILITIES SET NON-LETHAL                               |   |            |   |   |   |   |   |    | 1 |
| CAR, ARMORED                                              |   |            |   |   | 1 |   |   |    |   |
| CAR, ARMORED, MINE DISPOSAL                               |   |            |   | 7 |   |   |   |    |   |
| CAR, ARMORED, MINE DISPOSAL                               |   |            |   |   | 2 |   |   |    |   |
| CARRIER, AMBULANCE                                        |   |            |   | 1 |   |   |   |    |   |
| CARRIER, CARGO                                            |   |            |   | 3 |   |   |   |    |   |
| CARRIER, COMMAND POST                                     |   |            |   | 1 |   |   |   |    |   |
| CARTRIDGE, 12 GAGE SHOTGUN                                |   |            |   |   |   |   |   | 2  |   |
| CARTRIDGE, 12 GAGE SHOTGUN, NON-LETHAL                    |   |            |   |   | 1 |   |   | 11 |   |
| CARTRIDGE, 40 MILLIMETER                                  |   |            |   | 1 |   | 1 |   | 1  |   |
| CHARGE, DIVERSIONARY                                      |   |            |   |   |   |   |   | 1  |   |
| CLUB, SELF-PROTECTION                                     |   |            |   |   |   |   |   |    | 7 |
| COMMUN, EQUIP, SOMS-B                                     |   |            |   |   |   |   | 1 |    |   |
| CUTTER HEAD, HYDRAULIC BREACHING AND EXTRACATION TOOL     | 1 |            |   |   |   |   |   |    |   |
| DEMOLITION KIT, BLASTING                                  |   |            |   |   |   |   |   | 1  |   |
| DEMOLITION KIT, BLASTING, PRACTICE                        |   |            |   |   |   |   |   | 1  |   |
| DEMOLITION KIT, BREACHING SYSTEM, ANTI-PERSONNEL OBSTACLE |   |            |   |   | 2 |   |   | 2  |   |
| DOOR OPENER, HYDRAULIC BREACHING AND EXTRACATION TOOL     | 1 |            |   |   |   |   |   |    |   |
| DRONE, TARGET                                             |   |            |   |   | 1 |   |   |    |   |
| DRONES                                                    |   |            |   | 1 |   |   |   |    |   |
| FACESHIELD, MILITARY, RIOT CONTROL                        | 1 |            |   |   |   |   |   |    |   |



| ITEM NAME                                              |   | DEMIL CODE |    |    |   |   |   |   |  |
|--------------------------------------------------------|---|------------|----|----|---|---|---|---|--|
|                                                        | A | B          | C  | D  | E | F | G | Q |  |
| FACESHIELD, RIOT CONTROL                               |   |            |    |    |   |   |   | 3 |  |
| FACESHIELD, RIOT CONTROL                               | 1 |            |    |    |   |   |   |   |  |
| FORCED ENTRY AND RESCUE EQUIPMENT, AIRCRAFT CRASH      | 1 |            |    |    |   |   |   |   |  |
| GLIDERS                                                |   |            | 1  |    |   |   |   |   |  |
| GOGGLES, PROTECTION, RIOT CONTROL                      | 5 |            |    |    |   |   | 1 |   |  |
| GRENADE, HAND                                          |   |            |    |    |   |   | 2 |   |  |
| GRENADE, HAND, NON-LETHAL                              |   |            |    |    |   |   |   |   |  |
| GROUND SENSOR SURVEILLANCE VEHICLE                     |   |            | 1  |    |   |   |   |   |  |
| GUN, PORTABLE RIOT CONTROL                             |   |            |    | 1  |   |   |   |   |  |
| HATBOX, RIOT CROWD                                     | 2 |            |    |    |   |   |   |   |  |
| HELICOPTER, FLIGHT TRAINER                             |   |            | 1  |    |   |   |   |   |  |
| HELICOPTER, FLIGHT TRAINER TH56A                       |   | 1          | 1  |    |   |   |   |   |  |
| HELICOPTER, MEDEVAC                                    |   |            | 1  |    |   |   |   |   |  |
| HELICOPTER, OBSERVATION                                |   |            | 3  |    |   |   |   |   |  |
| HELICOPTER, SEARCH AND RESCUE                          |   | 2          |    |    |   |   |   |   |  |
| HELICOPTER, UTILITY                                    |   | 1          | 3  |    |   |   |   |   |  |
| HELMET, POLICE                                         | 1 |            |    |    |   |   |   |   |  |
| HELMET, SAFETY                                         | 1 |            |    |    |   |   |   |   |  |
| KIT, MECHANICAL BRE                                    | 2 |            |    |    |   |   |   |   |  |
| KIT, RIOT PROTECTION                                   | 1 |            |    |    |   |   |   |   |  |
| LIGHT ARMORED VEHICLE                                  |   |            | 17 | 26 |   |   |   |   |  |
| MINE CLEARING VEHICLE                                  |   |            |    | 1  |   |   |   |   |  |
| MINE DETECTOR SYSTEM, VEHICLE MOUNTED                  |   |            | 3  | 2  |   | 1 |   |   |  |
| MINE RESISTANT VEHICLE                                 |   |            | 63 | 3  |   |   |   |   |  |
| MISCELLANEOUS WEAPONS - LOGSA LSN                      |   | 1          |    |    |   |   |   |   |  |
| MODIFICATION KIT, GUN, WEAPON                          |   |            |    | 1  |   |   |   |   |  |
| MUNITION, CROWD CONTROL, MODULAR, NON-LETHAL           |   |            |    |    |   |   | 2 |   |  |
| No Item Name Available                                 |   |            | 1  |    |   |   |   |   |  |
| NON-BALLISTIC BODY SHIELD                              | 1 |            |    |    |   |   |   | 1 |  |
| NON-LETHAL WEAPONS CAPABILITIES SET                    |   | 2          |    |    |   |   |   |   |  |
| ONLY COMPLETE COMBAT/ASSAULT/TACTICAL WHEELED VEHICLES |   |            |    | 1  |   |   |   |   |  |
| PROTECTIVE SHIELD, T                                   | 1 |            |    |    |   |   |   | 1 |  |
| RAM, BATTERING                                         | 1 |            |    |    |   |   |   |   |  |
| RAM, DOOR, MINI                                        | 1 |            |    |    |   |   |   |   |  |
| RIOT CONTROL SHIELD                                    | 1 |            |    |    |   |   |   |   |  |
| SECURITY VEHICLE                                       |   |            | 1  |    |   |   |   |   |  |



| ITEM NAME                                              |   | DEMIL CODE |    |   |   |    |   |    |  |  |
|--------------------------------------------------------|---|------------|----|---|---|----|---|----|--|--|
|                                                        | A | B          | C  | D | E | F  | G | Q  |  |  |
| SHIELD,PERSONAL PROTECTIVE                             |   |            |    | 1 |   |    |   | 3  |  |  |
| SHIELD,SELF-PROTECTION                                 |   |            |    |   |   |    |   | 6  |  |  |
| SHOP EQUIPMENT,CONTACT MAINTENANCE                     | 1 |            | 2  |   |   |    |   |    |  |  |
| SHOP SET,CONTACT MAINTENANCE, TRUCK MOUNTED (ENGINEER) | 1 |            |    |   |   |    |   |    |  |  |
| SHOP SET,CONTACT MAINTENANCE, TRUCK MOUNTED (ORDNANCE) | 1 |            |    |   |   |    |   |    |  |  |
| SIGHT,THERMAL                                          |   |            |    | 1 |   |    |   |    |  |  |
| SLEDGE HAMMER                                          | 1 |            |    |   |   |    |   |    |  |  |
| TOOL,BREAKER,HINGE                                     | 1 |            |    |   |   |    |   |    |  |  |
| TRAINING KIT,DEMOLITION                                |   | 1          |    |   |   |    |   |    |  |  |
| TRUCK TRACTOR                                          |   |            | 4  |   |   | 5  |   | 7  |  |  |
| TRUCK,AMBULANCE                                        |   |            | 9  |   |   |    |   |    |  |  |
| TRUCK,ARMORED                                          |   |            | 3  |   |   |    |   |    |  |  |
| TRUCK,BOLSTER                                          |   |            |    |   |   | 2  |   | 1  |  |  |
| TRUCK,BOMB SERVICE                                     |   |            | 2  |   |   | 2  |   |    |  |  |
| TRUCK,CARGO                                            |   | 3          | 28 |   |   | 17 |   | 30 |  |  |
| TRUCK,CARRYALL                                         |   |            | 22 |   |   |    |   | 1  |  |  |
| TRUCK,COMMAND RECONNAISSANCE                           |   |            | 2  |   |   |    |   |    |  |  |
| TRUCK,DUMP                                             |   |            | 2  |   |   | 6  |   | 7  |  |  |
| TRUCK,MAINTENANCE                                      |   |            |    |   |   | 3  |   |    |  |  |
| TRUCK,MATERIALS HANDLING-CONTAINER HOISTING            |   |            | 1  |   |   |    |   |    |  |  |
| TRUCK,PALLETIZED LOADING                               |   |            | 8  |   |   |    |   | 2  |  |  |
| TRUCK,PANEL                                            |   |            | 2  |   |   |    |   |    |  |  |
| TRUCK,STAKE                                            |   |            |    |   |   |    |   | 2  |  |  |
| TRUCK,TANK                                             |   |            | 5  |   |   | 13 |   | 8  |  |  |
| TRUCK,UTILITY                                          |   |            | 84 |   |   |    |   | 4  |  |  |
| TRUCK,VAN                                              |   | 1          |    |   |   | 14 |   | 1  |  |  |
| TRUCK,WRECKER                                          |   | 1          | 2  |   |   | 3  |   | 2  |  |  |
| TRUCKS AND TRUCK TRACTORS, DEMIL C                     |   |            | 1  |   |   |    |   | 1  |  |  |
| UNMANNED AIRCRAFT                                      |   |            | 1  |   |   |    |   |    |  |  |
| UNMANNED VEHICLE                                       |   |            | 1  |   |   |    |   |    |  |  |
| UP ARMORED NTVS                                        |   |            | 1  |   |   |    |   |    |  |  |
| UTILITY VEHICLE,OFF ROAD                               |   | 1          | 2  | 1 | 1 | 1  | 1 | 1  |  |  |

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

**RESOLUTION**

**No. 26-305**

**A RESOLUTION ACKNOWLEDGING THE SERVICE OF GEORGE SAVASTANO,  
CONSENTING TO THE MAYOR'S APPOINTMENT OF MATTHEW R. VON DER  
HAYDEN AS BUSINESS ADMINISTRATOR AND HEAD OF THE DEPARTMENT OF  
ADMINISTRATION, APPROVING THE ATTACHED EMPLOYMENT AGREEMENT,  
AND AUTHORIZING COMPENSATION AND WAIVING THE CITY RESIDENCY  
REQUIREMENT FOR GOOD CAUSE**

**WHEREAS**, N.J.S.A. 40:69A-43(b) provides that each municipal department shall be headed by a director appointed by the Mayor with the advice and consent of City Council; and

**WHEREAS**, Section 2-1.23(a) of the Code of the City of Ocean City provides that the Department of Administration shall be headed by the Business Administrator; and

**WHEREAS**, Mayor Jay A. Gillian proposes to appoint Matthew R. von der Hayden as Business Administrator and head of the Department of Administration of the City of Ocean City, subject to the advice and consent of City Council; and

**WHEREAS**, George Savastano has served the City of Ocean City with distinction as Business Administrator since 2018 under a Shared Services Agreement with the City of Sea Isle City, New Jersey, and now wishes to step down from the position; and

**WHEREAS**, City Council wishes to acknowledge Mr. Savastano's dedicated service and express its sincere appreciation for his contributions to the City of Ocean City; and

**WHEREAS**, the City and Matthew R. von der Hayden have signed an Employment Agreement, subject to Council approval and satisfaction of the conditions stated therein, a copy of which shall be attached to this resolution as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Employment Agreement provides for an annual base salary of Two Hundred Fifty Thousand Dollars (\$250,000.00), together with the benefits and other terms set forth therein, subject to applicable law, the effective salary ordinance, and the municipal budget; and

**WHEREAS**, Matthew R. von der Hayden resides in Petersburg, New Jersey, outside the City of Ocean City; and

**WHEREAS**, Section 2-1.23(a)(1) of the Code of the City of Ocean City provides that the Business Administrator need not be a City resident at the time of appointment, but may not reside outside the City during his tenure unless City Council waives the residency requirement for good cause; and

**WHEREAS**, City Council finds that Matthew R. von der Hayden's exceptional qualifications and experience constitute good cause to waive the City residency requirement and that permitting him to serve while residing outside Ocean City is in the City's best interests; and

**WHEREAS**, City Council desires to consent to the appointment, approve the attached Employment Agreement, authorize compensation in accordance with its terms and all applicable legal requirements, and

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

**FIRST.** City Council hereby gives its advice and consent to the Mayor's appointment of Matthew R. von der Hayden as Business Administrator and head of the Department of Administration.

**SECOND.** City Council hereby approves the Employment Agreement between the City of Ocean City and Matthew R. von der Hayden, attached hereto as Exhibit A and incorporated herein by reference, subject to its stated conditions and applicable law. The Mayor is hereby authorized to execute and deliver the Agreement on behalf of the City, and any prior execution by the Mayor is hereby approved, subject to those conditions. The City Clerk is authorized to attest the Mayor's signature and affix the City seal, as appropriate.



CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-305

**THIRD.** City Council hereby authorizes an annual base salary of Two Hundred Fifty Thousand Dollars (\$250,000.00), payable in accordance with the City’s regular payroll practices beginning on the actual commencement date established pursuant to this resolution and the Agreement, together with the benefits and other compensation lawfully provided under the Agreement. Implementation and payment are expressly subject to authorization under the applicable, effective salary ordinance and availability of appropriations in the municipal budget. The appropriate City officials shall confirm those authorizations before implementing the salary rate or making payment. This resolution does not amend or substitute for any required salary ordinance or budget action.

**FOURTH.** City Council hereby acknowledges George Savastano’s service as Business Administrator of the City of Ocean City since 2018 through the Shared Services Agreement with the City of Sea Isle City, New Jersey, and expresses its sincere appreciation for his dedicated service and contributions to the City.

**FIFTH.** Pursuant to Section 2-1.23(a)(1) of the Code of the City of Ocean City, City Council hereby finds good cause, based upon Matthew R. von der Hayden’s exceptional qualifications and experience, to waive the City residency requirement for his service as Business Administrator. City Council therefore expressly waives that requirement and authorizes Matthew R. von der Hayden to reside outside the City of Ocean City during his tenure pursuant to the appointment approved by this resolution. This waiver is limited to the City residency requirement under Section 2-1.23(a)(1) and does not waive any other applicable legal requirement, approval, or qualification for office. No provision of the Agreement shall authorize an act or expenditure beyond the City’s lawful authority.

**SIXTH.** The City Clerk shall retain the approved Employment Agreement as Exhibit A to this resolution and provide a certified copy of this resolution, together with the Agreement, to the Mayor, Matthew R. von der Hayden, and the appropriate City officials for implementation. A certified copy of this resolution shall also be provided to George Savastano.

**SEVENTH.** This resolution shall take effect immediately upon adoption, subject to the commencement provisions and conditions stated above.

\_\_\_\_\_  
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, October 22, 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

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of October 2026 by and between the City of Ocean City, NJ, a municipal corporation of the State of New Jersey, having its principal offices located at 861 Asbury Avenue, Ocean City, NJ 08226 (“City”) and Matthew R. von der Hayden, [REDACTED] (hereinafter referred to as “Administrator”). City and the Administrator are collectively referred to as the “Parties”.

**WHEREAS**, the City wishes to employ the Administrator as its Business Administrator;

**WHEREAS**, the parties wish to memorialize the terms and conditions of the Administrator’s employment as Business Administrator;

**NOW, THEREFORE**, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the City and the Administrator agree as follows:

### **1. Employment**

Subject to appointment by the Mayor with the advice and consent of City Council, the City shall employ Matthew R. von der Hayden as Business Administrator and head of the Department of Administration. The Administrator shall serve under the direction and supervision of the Mayor.

The Administrator shall perform the duties prescribed by N.J.S.A. 40:69A-44 and § 2-1.23(a) of the Code of the City of Ocean City, as lawfully amended, together with other duties lawfully assigned consistent with that office. Exhibit A summarizes those duties. If Exhibit A conflicts with applicable law or the City Code, applicable law and the City Code shall control.

The Administrator shall perform all duties diligently, carefully, and professionally and shall devote the business time and attention reasonably necessary to discharge the responsibilities of the office, including evening and weekend duties when required.

With the Mayor's prior written approval, the Administrator may participate in charitable or public-service activities or serve on outside boards, provided those activities do not interfere with official duties or create a conflict prohibited by applicable law or the City's ethics requirements. The Administrator shall not engage in outside consulting activities during employment. Approval under this paragraph shall not authorize conduct otherwise prohibited by law.

## **2. Term of Employment**

This Agreement is expressly subject to the following conditions precedent: (a) City Council's advice and consent to the Mayor's appointment of the Administrator; (b) City Council's approval of this Agreement; (c) authorization of the compensation provided herein under the applicable, effective salary ordinance and municipal budget; and (d) completion of all other legally required approvals and qualifications for office. No signature placed on this Agreement before satisfaction of those conditions shall make it binding upon the City or constitute a completed appointment. Until those conditions are satisfied, any signed copy shall evidence proposed terms submitted for approval only. Employment and contractual compensation shall commence no earlier than the effective date lawfully established following satisfaction of those conditions.

The Administrator's term of office shall coincide with the term of the Mayor making the appointment, and the Administrator shall continue to serve until a successor is appointed and qualified, unless earlier lawfully removed, resigned, or otherwise separated from office.

Nothing in this Agreement shall create tenure, guarantee employment for a fixed period independent of the statutory term of office, or restrict the appointment or removal authority established by applicable law. Reappointment shall require the legally prescribed appointment process, including the advice and consent of City Council. This Agreement shall not renew automatically.

Removal shall be governed in accordance with N.J.S.A. 40A:9-138, including notice and an opportunity to be heard, the filing of written notice with City Council, and Council's statutory right to disapprove the removal. The governing body may provide that the resolution of removal shall have an immediate effect; provided, however, that the governing body shall cause to pay to

Administrator forthwith any unpaid balance of his salary, and his salary for the next six (6) calendar months following the adoption of the resolution.

The Administrator shall provide at least four (4) weeks' written notice of resignation unless the Mayor agrees in writing to a shorter notice period.

Any notice or salary-continuation benefit upon removal or non-reappointment shall be available only to the extent authorized by N.J.S.A. 40:69A-43(c) and an applicable, duly enacted City ordinance.

### **3. Compensation**

Subject to authorization under the applicable, effective City salary ordinance, the Administrator's annual base salary shall be Two Hundred Fifty Thousand Dollars (\$250,000.00), payable in accordance with the City's regular payroll practices. The City shall confirm the required salary authorization before implementing this rate.

Any salary increase shall require all approvals and ordinance action required by law and shall comply with the applicable salary ordinance and municipal budget. In considering an increase, the City may consider increases awarded to other municipal employees. No increase shall be automatic.

The City shall make all deductions and withholdings required by applicable law and any additional deductions lawfully authorized by the Administrator. Nothing in this Agreement shall transfer the City's employer tax or contribution obligations to the Administrator.

The City intends to classify the Administrator as exempt from overtime requirements under applicable wage-and-hour law, subject to satisfaction of all applicable duties and compensation requirements. While lawfully classified as exempt, the Administrator shall not receive overtime compensation or compensatory time unless separately authorized by law and City policy. Nothing in this Agreement waives any nonwaivable statutory right.



#### **4. Expense Reimbursement**

During the Administrator's employment, the City shall reimburse reasonable and necessary out-of-pocket expenses incurred in performing official duties, subject to the Mayor's prior written approval, available appropriations, and applicable City purchasing and reimbursement policies. The Administrator shall submit requests for reimbursement promptly, together with the documentation required by City policy. Reimbursement shall be made promptly in accordance with the City's normal practices and policies.

#### **5. Professional Development**

The City encourages work-related professional development and membership in professional organizations. Subject to the Mayor's prior written approval, available appropriations, and applicable City purchasing and reimbursement policies, the City shall pay or reimburse reasonable and necessary registration fees, approved professional membership dues, required recertification fees, educational courses and related travel expenses.

Approval shall be obtained before enrollment, commitment of City funds, or commencement of the activity, as applicable. Any work time devoted to the activity shall require the Mayor's prior approval. Reimbursement requests shall include the documentation required by City policy and shall not duplicate reimbursement under Section 4.

#### **6. Use of City-Owned Vehicle**

The City shall provide the Administrator with a City-owned vehicle for official duties and authorized commuting, subject to applicable law, the City's vehicle-use policy, and insurance requirements. Take-home use is authorized to facilitate availability for official duties. Personal use other than authorized commuting shall be prohibited unless separately approved in writing and permitted by law and City policy.

The City shall maintain, fuel, and insure the vehicle in accordance with its established practices. Only authorized drivers may operate the vehicle. The Administrator shall maintain a

valid driver's license, promptly report any suspension, restriction, accident, or loss, and comply with applicable reporting and payroll requirements for taxable vehicle benefits.

**7. Information Technology Equipment**

The City shall provide the Administrator with a City-owned computer and laptop, maintained by the City's information technology personnel. Use of the equipment shall comply with applicable City policies.

**8. Paid Leave**

**A. Vacation Time and Personal Days**

The Administrator shall receive twenty (20) paid vacation days and six (6) personal days each calendar year.

Personal days not utilized within a particular calendar year shall be forfeited.

Vacation scheduling shall require the Mayor's approval. Vacation carryover and any payment for unused vacation upon separation shall comply with applicable law and duly authorized City policy. Vacation not taken because of business demands shall be carried forward only as permitted by law, including any applicable statutory emergency exception.

Vacation and personal days shall be prorated for partial calendar years in accordance with duly authorized City policy and applicable law. Personal-day scheduling shall require the Mayor's approval. Unused personal days shall not carry over or be paid upon separation, except as otherwise required by law.

**B. Holidays**

The Administrator shall receive the following thirteen (13) paid holidays and one (1) floating holiday each calendar year. Observance dates and scheduling shall follow the City's approved holiday calendar and applicable policy.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election Day
10. Veterans Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Day

**C. Sick Time**

During the remainder of the first calendar year of employment, the Administrator shall accrue sick leave at the rate of one and one-quarter (1.25) working days per completed month of service, subject to applicable proration requirements and statutory minimums. Thereafter, fifteen (15) working days shall be credited at the beginning of each calendar year in anticipation of continued employment.

Unused sick leave shall accumulate from year to year in accordance with applicable state law. Use of sick leave, documentation requirements, and adjustments upon separation shall comply with applicable law and City policy.

This Agreement does not independently create a right to payment for unused sick leave. Any such payment shall require separate lawful authorization and shall be subject to all applicable statutory limitations.

**9. Medical and Retirement Benefits**

During employment, the Administrator and eligible dependents shall be eligible for coverage under the City's duly authorized medical, dental, vision, prescription-drug, and life-insurance plans, to the extent each plan provides such coverage and subject to its eligibility requirements, terms, and applicable law. Coverage shall take place starting the first day of employment.

The Administrator shall be enrolled in the Public Employee's Retirement System (PERS) as permitted by governing law. The City shall make required employer contributions and payroll deductions.

The Administrator may participate in any voluntary deferred-compensation plan maintained by the City, subject to the plan's terms and applicable law.

Eligibility, coverage, copayments, deductibles, and employee contributions shall be governed by applicable law and the terms of the City's duly authorized benefit plans and policies. Any comparison with similarly situated employees shall remain subject to mandatory statutory contribution requirements.

Upon retirement directly from City employment under PERS, the Administrator and eligible dependents shall be eligible for City-paid retiree medical coverage, less the Administrator's required contribution, in accordance with governing law and applicable health-plan requirements. Qualifying service shall be determined by the appropriate administering agency; DCRP service shall not count toward eligibility.

The Administrator shall contribute toward the cost of coverage in accordance with the contribution formula applicable to the Administrator under P.L. 2011, c. 78 under Tier III, and all other controlling statutory requirements. Eligible dependent status, enrollment, Medicare coordination, and the scope of coverage shall be governed by the applicable authorizing enactment and plan documents.

#### **10. Professional Liability Insurance**

The Administrator shall be included within applicable City liability coverage to the extent provided by the governing insurance policies or risk-management arrangements. Defense and indemnification shall be provided only as authorized by applicable law, duly adopted City enactments, and applicable insurance coverage.



The Administrator shall promptly provide notice of any claim and cooperate with the City and its insurer. Selection of counsel, control of the defense, and settlement authority shall be governed by applicable law and the governing coverage documents.

This Agreement does not independently require indemnification for actual fraud, actual malice, willful misconduct, an intentional wrong, fines, penalties, or punitive damages. Any legally permissible indemnification beyond applicable coverage shall require separate lawful authorization.

**11. Modification**

This Agreement may be amended only by a written instrument signed by the Administrator and a duly authorized City representative following City Council approval and completion of any additional approval or ordinance action required by law. No amendment shall alter mandatory statutory appointment, term-of-office, or removal requirements.

**12. Severability**

If a provision of this Agreement is held invalid or unenforceable, it shall be enforced only to the extent lawfully permitted or, if necessary, severed. The remaining provisions shall continue in effect to the extent legally permissible. No provision shall be construed to authorize an act or expenditure beyond the City's lawful authority.

A Party's failure or delay in enforcing a provision shall not constitute a waiver of that provision or a subsequent breach.

**13. Choice of Law**

This Agreement shall be governed by and construed in accordance with New Jersey law, without regard to conflict-of-laws principles, and subject to applicable federal law.

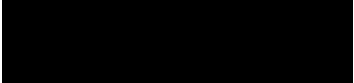
**14. Notices**

Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four business days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one business day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the Parties):

If to the City:

Mayor, City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226  
With a copy to the City Solicitor at the same address

If to the Administrator:

Matthew R. von der Hayden  


Either Party may change its notice address by written notice to the other Party. This section does not replace any notice, service, or filing requirement imposed by statute.

**15. Entire Agreement**

This Agreement, including Exhibit A, constitutes the entire agreement between the Parties concerning its subject matter and supersedes prior negotiations, agreements, commitments, and understandings concerning that subject matter. It does not extinguish vested or accrued rights that cannot lawfully be waived.

**16. Effective Date**

The effective date of this Agreement and commencement of employment shall be November 1, 2026 or as soon thereafter as the Administrator has completed the thirty (30) days notice required by his current employer, provided that all conditions precedent have been satisfied by that date. If those conditions are not satisfied by that date, commencement shall require a later

date established in writing following all required approvals. The City and the Administrator shall confirm the actual commencement date in writing.

**ACKNOWLEDGEMENT:**

The Administrator acknowledges that he has thoroughly read the terms of this Agreement and is aware of the Administrator’s right to seek advice of counsel before signing. The Administrator further acknowledges that, by signing this Agreement, the Administrator knowingly and voluntarily consents to its terms.

**Administrator**

**City of Ocean City, NJ**

*Matthew R. von der Hayden*    10 / 18 / 2026  
\_\_\_\_\_  
Matthew R. von der Hayden    Date

By: *Jay A. Gillian*    10 / 18 / 2026  
\_\_\_\_\_  
Jay A. Gillian, Mayor    Date

Attest: \_\_\_\_\_  
Melissa Rasner, City Clerk

Exhibit A

**Job Description**

**Department of Administration  
BUSINESS ADMINISTRATOR**

The Department of Administration shall be headed by the **Business Administrator**. He shall be a college graduate with previous municipal experience in a responsible administrative or executive capacity. At the time of appointment, he need not be a resident of the City of Ocean City but during his tenure may not reside outside the City. City Council may waive residency for good cause.

**Powers and Duties. The Business Administrator:**

Shall have, exercise and discharge the functions, powers and duties of the Department.

Under the direction and supervision of the Mayor, the Business Administrator shall:

Oversee the preparation of the Budget and Capital Plan;

Administer a centralized purchasing system;

Administer a sound human resource system;

Supervise the administration of each of the departments established by this section. For this purpose he shall have the power to investigate the organization and operation of any and all departments, to prescribe standards and rules of administrative practice and procedure, and to consult with the heads of departments under his jurisdiction; provided that with respect to the Department of Finance related to audit, accounts or control, the authority of the Business Administrator under this Subsection shall extend only to matters of budgeting, personnel and purchasing.

Oversee Emergency Management, Purchasing and Human Resources.

Oversee the preparation of the long-term capital plan.

Develop and maintain a public information and public relations program for the City.

Oversee and administer the Ocean City Beach Patrol.

Oversee and administer Information Technology.



Oversee community planning and zoning administration, including staff assistance to the Planning Board and Zoning Board.

Oversee the administration of the New Jersey State Uniform Construction Code and enforce other miscellaneous state and municipal codes and ordinances.

Oversee the administration of the Office of Licensing.

All duties are subject to powers independently vested by law in other officers, boards, and agencies. With respect to any department of law or department of audit, accounts, or control, the Administrator's supervisory authority shall extend only to budgeting, personnel, and purchasing, as provided by N.J.S.A. 40:69A-44(e).

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|                         |                                          |
|-------------------------|------------------------------------------|
| Title                   | Emplymt K 10.18.26 final.pdf             |
| File name               | Emplymt%20K%2010.18.26%20final.pdf       |
| Document ID             | 79a4414b2a6053fbfdeaeaf00bbc11b4bc2915d3 |
| Audit trail date format | MM / DD / YYYY                           |
| Status                  | <span>●</span> Signed                    |

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Document History

|                                                                                                  |                                       |                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>SENT       | <b>10 / 18 / 2026</b><br>17:41:30 UTC | Sent for signature to Matt vonderHayden (mattnu@cs.com) and Jay Gillian (jag@gillians.fun) by services@clio.com acting on behalf of dottie@mccrosssonstantonlaw.com<br>IP: 76.116.96.19 |
| <br>VIEWED    | <b>10 / 18 / 2026</b><br>17:58:58 UTC | Viewed by Matt vonderHayden (mattnu@cs.com)<br>IP: 73.160.174.168                                                                                                                       |
| <br>SIGNED    | <b>10 / 18 / 2026</b><br>18:11:50 UTC | Signed by Matt vonderHayden (mattnu@cs.com)<br>IP: 73.160.174.168                                                                                                                       |
| <br>VIEWED    | <b>10 / 18 / 2026</b><br>18:46:11 UTC | Viewed by Jay Gillian (jag@gillians.fun)<br>IP: 174.167.143.61                                                                                                                          |
| <br>SIGNED    | <b>10 / 18 / 2026</b><br>18:48:12 UTC | Signed by Jay Gillian (jag@gillians.fun)<br>IP: 174.167.143.61                                                                                                                          |
| <br>COMPLETED | <b>10 / 18 / 2026</b><br>18:48:12 UTC | The document has been completed.                                                                                                                                                        |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-306

AUTHORIZING THE RELEASE OF MAINTENANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 1 MICHIGAN AVENUE,  
BLOCK 1810 LOT(S) 9; PROJECT #21-023PBA

WHEREAS, Asbury Assets LLC, has posted a maintenance guarantee bond for construction of an approved Site Plan at 1 Michigan Avenue, Block 1810, Lot (s) 9 also known as application number 21-023PBA and

WHEREAS, this application was submitted and approved by the Planning Board on March 2, 2022; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated October 15, 2026, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Planning Board of the City of Ocean City has recommended the release of the maintenance guarantee, bond in the amount of \$2,422.80; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release of maintenance guarantee bond in the amount of \$2,422.80 and if applicable, two thirds of interest earned on account to Asbury Assets LLC.

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 October 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-307

AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE  
FOR A CONSTRUCTION PROJECT AT 2321-23 ASBURY AVENUE;  
BLOCK 2302, LOT 9.01; PROJECT #22-008ZBA

WHEREAS, Dean Batson, has posted a maintenance guarantee for construction of an approved Site Plan at 2321-23 Asbury Avenue; 723 2<sup>nd</sup> Street, Block 2302, Lot 9.01 also known as application number 22-008ZBA; and

WHEREAS, this application was submitted and approved by the Zoning Board on June 21, 2023 and

WHEREAS, Resolution #24-61-153 adopted October 10, 2024, authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$484.85.

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of the maintenance guarantee, in the amount of \$484.85; and

WHEREAS, the Zoning Board Office has inspected the development, and in a report dated October 15, 2026 recommends the release of the maintenance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release to Dean Batson the maintenance guarantee in the amount of \$484.85 plus two thirds of interest earned on account.

\_\_\_\_\_  
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, October 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-308

AUTHORIZING THE RELEASE OF A MAINTENANCE GUARANTEE  
FOR A CONSTRUCTION PROJECT AT 400 27<sup>th</sup> STREET;  
BLOCK 2702, LOT 13; PROJECT #22-013ZBA

WHEREAS, Kenneth Mackunis, has posted a maintenance guarantee for construction of an approved Site Plan 400 27th Street, Block 2702; Lot 13 also known as application number 22-013ZBA; and

WHEREAS, this application was submitted and approved by the Zoning Board on July 22, 2022 and

WHEREAS, Resolution #24-61-154 adopted October 10, 2024, authorized the release of the performance guarantee and the establishment of a maintenance guarantee in the amount of \$1,238.25.

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of the maintenance guarantee, in the amount of \$1,238.25; and

WHEREAS, the Zoning Board Office has inspected the development, and in a report dated October 14, 2026 recommends the release of the maintenance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release to Kenneth Mackunis the maintenance guarantee in the amount of \$1,238.25 plus two thirds of interest earned on account.

\_\_\_\_\_  
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, October 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-309

AUTHORIZING THE RELEASE OF MAINTENANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 5313 ASBURY AVENUE,  
BLOCK 5302 LOT(S) 8; PROJECT #21-016PBA

**WHEREAS**, Panichi Properties LLC, has posted a maintenance guarantee bond for construction of an approved Site Plan at 3735 Central Avenue, Block 5302, Lot (s) 8 also known as application number 21-016PBA and

**WHEREAS**, this application was submitted and approved by the Planning Board on December 8, 2021; and

**WHEREAS**, the Planning Board Office has issued a final inspection approval report dated October 15, 2026, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

**WHEREAS**, the Planning Board of the City of Ocean City has recommended the release of the maintenance guarantee, bond in the amount of \$1,325.34; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release of maintenance guarantee bond in the amount of \$1,325.34 and if applicable, two thirds of interest earned on account to Panichi Properties LLC.

\_\_\_\_\_  
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 October 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-310

AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 352 WEST AVENUE,  
BLOCK 309, LOT(S) 14 & 13; PROJECT #13-009 PMSSF

WHEREAS, 352 West Avenue LLC, has posted performance guarantee for construction of an approved site plan at 352 West Avenue, Block 309, Lot(s) 14 & 13 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 13-009 PMSSF.

WHEREAS, this application was submitted for approval to the Planning Board on June 12, 2013; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated January 1, 2018, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Planning Board of the City of Ocean City has recommended the release of the Performance Guarantee in the amount of \$8,556.82; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the Performance Guarantee in the amount of \$8,556.82 to 352 West Avenue LLC.

\_\_\_\_\_  
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, October 22, 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  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-311

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 October 6, 2026 to October 19, 2026

**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 – 10.06.26 TO 10.19.26.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, October 22, 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



| Ranges                                                     | Item Status                                                    | Purchase Types                              | Misc                                                                                                                 |
|------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Range: First to Last<br>Rcvd Batch Id Range: First to Last | Open: N<br>Void: N<br>Paid: N<br>Held: Y<br>Aprv: N<br>Rcvd: Y | Bid: Y<br>State: Y<br>Other: Y<br>Exempt: Y | P.O. Type: All<br>Include Project Line Yes<br>Items:<br>Format: Condensed<br>Include Non-Budgeted: Y<br>Vendors: All |

| Po #     | Po Date  | Vendor    | Po Description              | Status                        | Amount | Void Amount  | Po Type |   |
|----------|----------|-----------|-----------------------------|-------------------------------|--------|--------------|---------|---|
| 24-01146 | 05/01/24 | BLACKVEA  | BLACK & VEATCH CORPORATION  | RESOLUTION #24-61-001         | Open   | \$8,562.54   | \$0.00  | B |
| 24-03685 | 12/24/24 | MBAKERJR  | MICHAEL BAKER INTERNATIONAL | RESOLUTION #24-61-199         | Open   | \$17,144.78  | \$0.00  | B |
| 25-01626 | 06/20/25 | OCCROWNIO | OCEAN CITY CROWN HOLDINGS   |                               | Open   | \$24,500.00  | \$0.00  |   |
| 25-01858 | 07/14/25 | LEXA      | LEXA CONCRETE, INC.         | RESOLUTION #25-62-381         | Open   | \$19,064.80  | \$0.00  | B |
| 26-00024 | 01/12/26 | BROWNBRC  | BROWN & BROWN METRO LLC     | RESOLUTION #25-62-439         | Open   | \$1,626.06   | \$0.00  |   |
| 26-00025 | 01/12/26 | SCIARRIL  | FRANK SCIARRILLO            | HEALTH BENEFITS               | Open   | \$2,303.70   | \$0.00  |   |
| 26-00028 | 01/12/26 | THOMSONR  | THOMSON REUTERS             |                               | Open   | \$442.22     | \$0.00  |   |
| 26-00047 | 01/15/26 | DEARBORN  | DEARBORN NATIONAL LIFE INSU |                               | Open   | \$1,363.00   | \$0.00  |   |
| 26-00050 | 01/15/26 | NATIONAL  | NATIONAL VISION ADMIN, LLC  |                               | Open   | \$700.40     | \$0.00  |   |
| 26-00074 | 01/15/26 | MAINL     | MAIN LINE COMMERCIAL POOLS  |                               | Open   | \$1,000.00   | \$0.00  |   |
| 26-00079 | 01/15/26 | CHLORKIN  | CHLORKING INNOVATIONS, LLC  |                               | Open   | \$1,595.00   | \$0.00  |   |
| 26-00081 | 01/15/26 | CAPEENVI  | CAPE ENVIRONMENTAL TESTIN   |                               | Open   | \$495.00     | \$0.00  |   |
| 26-00105 | 01/21/26 | OCFAMILY  | OC FAMILY MEDICINE          | RESOLUTION #26-33             | Open   | \$7,440.00   | \$0.00  |   |
| 26-00109 | 01/21/26 | GRITH     | GRIFFITH & CARLUCCI, ESQUIR | PB Solicitor - GRIFFITH 2026  | Open   | \$3,216.00   | \$0.00  |   |
| 26-00110 | 01/21/26 | SCHAEFFE  | SCHAEFFER NASSAR SCHEIDE    | 2026 PLANNING BOARD - ENGINEE | Open   | \$4,725.00   | \$0.00  |   |
| 26-00111 | 01/21/26 | SCHEULE   | SCHEULE PLANNING SOLUTION   | 2026 PLANNING BOARD - PLANNER | Open   | \$2,440.00   | \$0.00  |   |
| 26-00143 | 01/21/26 | PROFCLEA  | PROFESSIONAL CLEANING SER   | RESOLUTION #25-62-553         | Open   | \$10,982.77  | \$0.00  |   |
| 26-00145 | 01/21/26 | RIGGI     | RIGGINS, INC.               | RESOLUTION #26-17             | Open   | \$55,837.12  | \$0.00  |   |
| 26-00151 | 01/21/26 | PINELCON  | PINELAND CONSTRUCTION, LLC  | RES. 22-59-085                | Open   | \$114,185.80 | \$0.00  |   |
| 26-00152 | 01/21/26 | PINELCON  | PINELAND CONSTRUCTION, LLC  | RES. 22-59-087                | Open   | \$4,434.87   | \$0.00  |   |
| 26-00154 | 01/21/26 | PINELCON  | PINELAND CONSTRUCTION, LLC  | RES 22-59-086                 | Open   | \$114,185.80 | \$0.00  |   |
| 26-00155 | 01/21/26 | PINELCON  | PINELAND CONSTRUCTION, LLC  | RES 22-59-087                 | Open   | \$10,902.00  | \$0.00  |   |
| 26-00157 | 01/21/26 | PINELCON  | PINELAND CONSTRUCTION, LLC  | RES 22-59-087                 | Open   | \$9,643.33   | \$0.00  |   |
| 26-00158 | 01/21/26 | PINELCON  | PINELAND CONSTRUCTION, LLC  | RES 22-59-087                 | Open   | \$12,611.30  | \$0.00  |   |
| 26-00162 | 01/22/26 | VERIZONL  | VERIZON ONLINE              |                               | Open   | \$102.05     | \$0.00  | B |
| 26-00166 | 01/22/26 | VERIZ     | VERIZON                     | 2026 PHONE CHARGES            | Open   | \$3,420.70   | \$0.00  | B |
| 26-00169 | 01/22/26 | SENTI     | SENTINEL LEDGER             | 2026 SENTINEL LEDGER ADS      | Open   | \$50.00      | \$0.00  |   |
| 26-00257 | 02/03/26 | WEBPAGE   | WEBPAGEFX, INC              |                               | Open   | \$4,411.77   | \$0.00  |   |
| 26-00258 | 02/03/26 | WISERLIN  | WISER LINK ADVERTISING, INC |                               | Open   | \$840.00     | \$0.00  |   |
| 26-00262 | 02/03/26 | JUSTR     | JUST RIGHT TV PRODUCTIONS I | Video Taping/City Wide        | Open   | \$840.00     | \$0.00  |   |
| 26-00271 | 02/05/26 | MCCROSS   | MCCROSSON AND STANTON P.C   | RESOLUTION #26-81             | Open   | \$11,460.64  | \$0.00  |   |
| 26-00456 | 02/20/26 | REVASCEN  | REVASCENT                   | RESOLUTION #26-58             | Open   | \$2,911.88   | \$0.00  |   |
| 26-00509 | 03/09/26 | TACTICAL  | TACTICAL PUBLIC SAFETY, LLC | RESOLUTION #26-17             | Open   | \$73,346.84  | \$0.00  |   |
| 26-00545 | 03/16/26 | JOHNP     | JOHNSON'S POPCORN, INC      |                               | Open   | \$282.00     | \$0.00  |   |
| 26-00690 | 04/14/26 | PHOENIXA  | PHOENIX ADVISORS, LLC       | 2026 MUNICIPAL DEBT SERVICES  | Open   | \$1,500.00   | \$0.00  | B |
| 26-00707 | 04/14/26 | PROFCLEA  | PROFESSIONAL CLEANING SER   | CITY CONTRACT 26-04           | Open   | \$56,177.71  | \$0.00  | B |
| 26-00708 | 04/15/26 | UNIONANN  | UNION ANNEX LLC             | RESOLUTION 25-61-363          | Open   | \$5,932.25   | \$0.00  |   |
| 26-00711 | 04/15/26 | UPINCODE  | UP IN CODE INC              |                               | Open   | \$1,805.10   | \$0.00  |   |
| 26-01068 | 05/22/26 | JMDCOMME  | JMD COMMERICAL FLOORS LLC   |                               | Open   | \$5,743.08   | \$0.00  |   |
| 26-01070 | 05/22/26 | RICHALAI  | RICHARD A. ALAIMO ASSOCIATE | ZB CONFLICT ENGINEER 2026     | Open   | \$623.20     | \$0.00  |   |
| 26-01458 | 06/26/26 | FERIOZZI  | L. FERIOZZI CONCRETE COMPA  | RESOLUTION #26-198            | Open   | \$175,791.00 | \$0.00  | B |
| 26-01503 | 07/07/26 | GENEI     | GENERAL RECREATION, INC.    | RESOLUTION #26-17             | Open   | \$19,038.00  | \$0.00  |   |
| 26-01740 | 07/21/26 | FUELS     | FUEL SYSTEM SERVICES LLC    | Replace Islander System       | Open   | \$15,216.74  | \$0.00  |   |
| 26-01829 | 08/10/26 | MARIAOTT  | MARIA OTTINGER              |                               | Open   | \$200.00     | \$0.00  |   |

| Po #     | Po Date  | Vendor                             | Po Description                | Status | Amount      | Void Amount | Po Type |
|----------|----------|------------------------------------|-------------------------------|--------|-------------|-------------|---------|
| 26-01945 | 09/01/26 | DEPT DEPTCOR                       | RESOLUTION #26-17             | Open   | \$72.00     | \$0.00      |         |
| 26-01955 | 09/05/26 | GCCONCREGC CONCRETE LLC            |                               | Open   | \$3,750.00  | \$0.00      |         |
| 26-01966 | 09/10/26 | ARCHERGRARCHER & GREINER, P.C.     | LITIGATION WALGREENS PROPER   | Open   | \$3,420.00  | \$0.00      | B       |
| 26-02021 | 09/10/26 | SPORTSFI SPORTSFIELD SPECIALTIES   |                               | Open   | \$1,766.00  | \$0.00      |         |
| 26-02023 | 09/10/26 | NHPRODUCNATIONAL HIGHWAY PRODUCTS  |                               | Open   | \$1,581.30  | \$0.00      |         |
| 26-02052 | 09/11/26 | RICHF RICH FIRE PROTECTION         |                               | Open   | \$3,150.00  | \$0.00      |         |
| 26-02524 | 09/17/26 | KUBIA GARY KUBIAK & SON ELECTRIC   | AP PAPI/OBSTR. LIGHT SERVICED | Open   | \$2,373.67  | \$0.00      |         |
| 26-02525 | 09/17/26 | MCMAH MCMAHON AGENCY INC.          | 2026 Airshow Liability        | Open   | \$5,799.17  | \$0.00      |         |
| 26-02538 | 09/18/26 | REAGANEL REAGAN ELECTRIC LLC       |                               | Open   | \$5,400.00  | \$0.00      |         |
| 26-02539 | 09/18/26 | REAGANEL REAGAN ELECTRIC LLC       |                               | Open   | \$4,915.00  | \$0.00      |         |
| 26-02579 | 09/22/26 | BOBSAUTOBOB'S AUTO BODY            |                               | Open   | \$1,000.00  | \$0.00      |         |
| 26-02587 | 09/24/26 | TEIT TEITLER & TEITLER, LLC        | COMPLAINT NO. S-2026-000212   | Open   | \$300.00    | \$0.00      |         |
| 26-02593 | 09/28/26 | OCSANDSLOC SANDS LLC               | RELEASE OF PERF GUARANTEE     | Open   | \$5,949.60  | \$0.00      |         |
| 26-02619 | 09/30/26 | MANCO MANCO & MANCO PIZZA INC      | OCNJ Race Event               | Open   | \$1,116.00  | \$0.00      |         |
| 26-02629 | 09/30/26 | RANCORPRRANCOR PROPERTIES LLC      | RELEASE OF PERFORMANCE GUAI   | Open   | \$9,798.00  | \$0.00      |         |
| 26-02631 | 10/01/26 | ASCEN ASCENT AVIATION GROUP INC.   | RESOLUTION #26-176            | Open   | \$18,897.48 | \$0.00      |         |
| 26-02632 | 10/01/26 | OCAIR CITY OF OCEAN CITY AIRPORT   | REFUELING OF AIR SHOW PLANES  | Open   | \$1,597.28  | \$0.00      |         |
| 26-02634 | 10/02/26 | CAPRI CAPRIONI PORTABLE TOILETS, I |                               | Open   | \$1,040.00  | \$0.00      |         |
| 26-02635 | 10/02/26 | CAPRI CAPRIONI PORTABLE TOILETS, I |                               | Open   | \$320.00    | \$0.00      |         |
| 26-02638 | 10/02/26 | TERRESTR TERRESTRIAL IMAGING LLC   | CO-OP BID #BC-BID-25-42       | Open   | \$15,099.97 | \$0.00      |         |
| 26-02642 | 10/05/26 | OPTICALS OPTICAL SCIENTIFIC INC    | AIRPORT WEATHER SYSTEM SERV   | Open   | \$1,884.76  | \$0.00      |         |
| 26-02645 | 10/05/26 | SHAWTHOMTHOMAS AND ARDAN SHAW      | RELEASE OF PERF GUARANTEE     | Open   | \$4,602.00  | \$0.00      |         |
| 26-02648 | 10/06/26 | ACTIONUN ACTION UNIFORM CO., L.L.C |                               | Open   | \$105.00    | \$0.00      |         |
| 26-02649 | 10/06/26 | PASCUALA ANGEL PASCUAL             |                               | Open   | \$36.25     | \$0.00      |         |
| 26-02650 | 10/06/26 | WILNETR RICHARD WILENT             |                               | Open   | \$33.35     | \$0.00      |         |
| 26-02651 | 10/06/26 | VINEA VINELAND AUTO ELECTRIC, INC  |                               | Open   | \$882.00    | \$0.00      |         |
| 26-02652 | 10/06/26 | OMADAGRCOMADA GROUP LLC            |                               | Open   | \$670.99    | \$0.00      |         |
| 26-02655 | 10/06/26 | GTBM INC G.T.B.M. INC.             |                               | Open   | \$366.68    | \$0.00      |         |
| 26-02657 | 10/06/26 | IRACURE IRA CURE ARBITRATOR/MEDIAT | PERC AR-2026-476 SICK LEAVE   | Open   | \$2,800.00  | \$0.00      |         |
| 26-02660 | 10/08/26 | GILBERTS GILBERTSON & MARTIN, LLC  | 2026 CONFLICT PROSECUTOR      | Open   | \$156.00    | \$0.00      |         |
| 26-02661 | 10/08/26 | TERRESTR TERRESTRIAL IMAGING LLC   |                               | Open   | \$499.00    | \$0.00      |         |
| 26-02662 | 10/08/26 | ACCESS RETRIEVEX HOLDINGS CORP     | Storage                       | Open   | \$2,205.35  | \$0.00      |         |
| 26-02664 | 10/09/26 | INSURAUT INSURANCE AUTO AUCTIONS   |                               | Open   | \$30.00     | \$0.00      |         |
| 26-02665 | 10/13/26 | HARLEM HARLEM WIZARDS              |                               | Open   | \$1,500.00  | \$0.00      |         |
| 26-02672 | 10/13/26 | EASTS EASTERN SIGN CO              | "MAYOR" MAGNETS               | Open   | \$170.00    | \$0.00      |         |
| 26-02675 | 10/15/26 | PETROSH PETROSH'S BIG TOP, LLC     |                               | Open   | \$4,840.00  | \$0.00      |         |
| 26-02678 | 10/15/26 | FORDS FORD, SCOTT & ASSOCIATES, LI | RESOLUTION #25-62-540         | Open   | \$17,200.00 | \$0.00      |         |
| 26-02691 | 10/17/26 | HUBER HUBER LOCKSMITHS, INC        |                               | Open   | \$164.00    | \$0.00      |         |
| 26-02692 | 10/17/26 | ACCESS RETRIEVEX HOLDINGS CORP     | Storage                       | Open   | \$1,943.58  | \$0.00      |         |

|                        |    |                        |   |                    |              |                    |        |
|------------------------|----|------------------------|---|--------------------|--------------|--------------------|--------|
| Total Purchase Orders: | 83 | Total P.O. Line Items: | 0 | Total List Amount: | \$936,528.88 | Total Void Amount: | \$0.00 |
|------------------------|----|------------------------|---|--------------------|--------------|--------------------|--------|

| Totals by Year-Fund |             |              |             |              |               |           |               |
|---------------------|-------------|--------------|-------------|--------------|---------------|-----------|---------------|
| Fund Description    | Fund        | Budget Rcvd  | Budget Held | Budget Total | Revenue Total | G/L Total | Project Total |
|                     | 6-01        | \$480,293.92 | \$0.00      | \$480,293.92 | \$30.00       | \$0.00    | \$0.00        |
|                     | 6-12        | \$0.00       | \$0.00      | \$0.00       | \$0.00        | \$0.00    | \$9,600.20    |
|                     | 6-13        | \$5,251.77   | \$0.00      | \$5,251.77   | \$0.00        | \$0.00    | \$0.00        |
|                     | Year Total: | \$485,545.69 | \$0.00      | \$485,545.69 | \$30.00       | \$0.00    | \$9,600.20    |
|                     | C-04        | \$366,161.94 | \$0.00      | \$366,161.94 | \$0.00        | \$0.00    | \$0.00        |
|                     | G-02        | \$43,128.10  | \$0.00      | \$43,128.10  | \$0.00        | \$0.00    | \$0.00        |
|                     | T-12        | \$32,062.95  | \$0.00      | \$32,062.95  | \$0.00        | \$0.00    | \$0.00        |
| Total Of All Funds: |             | \$926,898.68 | \$0.00      | \$926,898.68 | \$30.00       | \$0.00    | \$9,600.20    |

| Project Description           | Project No. Rcvd Total |
|-------------------------------|------------------------|
| 827 ST CHARLES PLACE          | 23-0182IPB \$300.00    |
| 709 9TH STREET                | 24-004PBA \$600.00     |
| 2040 HAVEN AVENUE             | 25-0012IPB \$375.00    |
| 201 NINTH STREET              | 26-004PBA \$160.00     |
| 3400-02 WEST AVENUE           | 26-006PBA \$800.00     |
| 811 SEVENTH STREET            | 26-007PBA \$973.00     |
| 3300-02 & 3304-06 SIMPSON AVE | 26-007ZBA \$903.20     |
| 215 17TH STREET               | 26-008PBA \$949.00     |
| 629 ASBURY AVENUE             | 26-009PBA \$495.00     |
| 201 9TH STREET                | 26-011PBA \$1,089.00   |
| 801 WESLEY AVENUE             | 26-012PBA \$826.00     |
| 917 ASBURY AVENUE             | 26-015PBA \$1,113.00   |
| 413 30TH STREET               | 26-015ZBA \$825.00     |
| 1420 PLEASURE AVENUE          | 26-016PBA \$40.00      |
| 701 WEST AVENUE               | 26-017PBA \$80.00      |
| 9 BEACH ROAD                  | 26-017ZBA \$72.00      |
| Total Of All Projects:        | <u>\$9,600.20</u>      |