



Agenda
Meeting of the Municipal Council
Monday, January 6, 2020
ORGANIZATIONAL MEETING 6:00 PM

I. Call to Order

II. Salute the Flag

III. Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 20, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

IV. Nomination of Deputy Mayor

- A. Swearing in of Deputy Mayor by Municipal Clerk

V. Resolutions

1. Consent Agenda

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

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| 2020-1 | Appointment of Deputy Mayor |
| 2020-2 | Resolution Establishing Meeting Dates for 2020 |
| 2020-3 | Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2020 |
| 2020-4 | Resolution Appointing a Deputy City Clerk for the City of Asbury Park |
| 2020-5 | Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer |
| 2020-6 | Resolution of Reappointment of Tyrone A. Young to the Position of Tax Collector |

- 2020-7 Resolution confirming the appointment of Deputy Tax Assessor
- 2020-8 Appointment of Recycling Coordinator
- 2020-9 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2020 Calendar Year
- 2020-10 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2020 Calendar Year
- 2020-11 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2020-12 Appointment of ADA Compliance Officer and Coordinator
- 2020-13 Designation of Public Agency Compliance Officer
- 2020-14 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2020-15 Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters
- 2020-16 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2020
- 2020-17 Resolution to Authorize Year End Tax Sale 2020
- 2020-18 Resolution Providing for Fees for Tax Sale Certificate Redemption Calculations
- 2020-19 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2020
- 2020-20 Resolution of the Mayor and Council of the City of Asbury Park Fixing the Rate of Interest to be Charged on Delinquent Taxes, Assessments and Sewer Accounts for 2020
- 2020-21 Resolution to Credit Sewer Account for Deduct Meter
- 2020-22 Resolution to Cancel Taxes on City Owned Properties
- 2020-23 Resolution Approving Tax Sale Costs 2020
- 2020-24 Resolution Establishing a Service Charge for Returned Checks or Written Instruments
- 2020-25 Resolution Authorizing Premium to Escheat to Municipality After Five Years

2. Individual Resolutions

- 2020-26 Resolution Providing for 2020 Temporary Budget Appropriations

- 2020-27 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2020-28 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2020-29 Resolution Adopting a Debt Management and Capital Policy
- 2020-30 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2020-31 Resolution Appointing Municipal Court Judge for a Three Year Term
- 2020-32 Resolution Appointing City Public Defender
- 2020-33 Resolution Appointing City Prosecutor
- 2020-34 Appointing Law Offices of Steven S. Glickman, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2020-35 Appointing Archer & Greiner, P.C., to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2020-36 Appointing Harry Haushalter, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2020-37 Appointing Wiss & Company, LLP to Serve as Auditor for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2020-38 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2020-39 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2020-40 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA
- 2020-41 A Resolution Awarding Professional Services Contract for Grant Writing Services
- 2020-42 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith
- 2020-43 Appointing Members to the Planning Board (Class III and IV)
- 2020-44 Appointing Members to the Zoning Board of Adjustment
- 2020-45 Appointment to the Business Advisory Committee

- 2020-46 Resolution Approving Appointments to the Community Development Block Grant Committee
- 2020-47 Authorizing Appointments to the “Asbury Park TV Committee”
- 2020-48 Authorizing Appointments to the “Deal Lake Commission”
- 2020-49 Authorizing Appointments to the Public Art Commission
- 2020-50 Resolution Approving Appointments to the Mayor's Wellness Committee
- 2020-51 Authorizing Appointments to the “Environmental/Shade Tree Commission”
- 2020-52 Resolution Approving Appointments to the City of Asbury Park Green Team
- 2020-53 Resolution Authorizing Appointments to the “Sunset Lake Commission”
- 2020-54 Resolution Authorizing Appointments to the Parking Advisory Committee
- 2020-55 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”
- 2020-56 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2019 Budget
- 2020-57 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00062 due to Tax Overbill Block 1004 Lot 2
- 2020-58 Resolution Authorizing the Purchase of Radios for the Aerial Ladder Fire Truck
- 2020-59 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2020

Resolution of Reappointment of Erick Aguiar to the Position of Tax Assessor and Establishment of Tenure
- 2020-60 A Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services
- 2020-61 Appointment to the Recreation Advisory Committee
- 2020-62 Appointing Redevelopment Counsel Mazaziti Falcon and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

- VI. **Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee**
- VII. **Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director**
- VIII. **Announcement of Mayor of Mayor's Appointment to the Planning Board**
1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
 2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)
- IX. **Comments from Council Members**
- X. **Comments from Mayor**
- XI. **Public Participation**
- XII. **Adjournment**



RESOLUTION NO. 2020-1

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF DEPUTY MAYOR

WHEREAS, pursuant to N.J.S.A. 40:69A-87, the Mayor shall preside at all meetings of the Municipal Council and have such other powers as specified therein; and

WHEREAS, the Municipal Council wishes to designate another member of the Council with the title of “Deputy Mayor” so that such Council Member may act as the “Mayor” in cases of the Mayor’s absence or disability, or otherwise in the event of the Mayor’s inability to act (per N.J.S.A. 40:69A-87); and

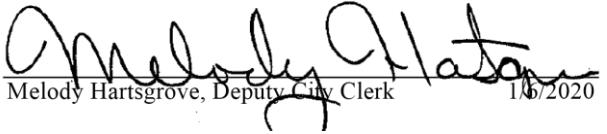
WHEREAS, the Council Member chosen herein shall serve as the “Deputy Mayor” until the time of the next Organization meeting of the Municipal Council, or until such other time as the Municipal Council shall determine by subsequent Resolution.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That Council Member Amy Quinn is hereby designated with the title of “Deputy Mayor” to act as the Mayor in cases of the Mayor’s absence or disability, or otherwise in the event of the Mayor’s inability to act (per N.J.S.A. 40:69A-87).
2. That this designation shall be effective until the time of the next Reorganization meeting of the Municipal Council, or until such other time as the Municipal Council shall determine by subsequent Resolution.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-1 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-2

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ESTABLISHING MEETING DATES FOR 2020

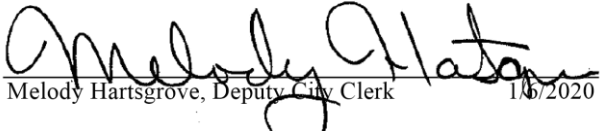
BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that for the year 2020 the following shall be the meeting dates City Council:

January 6	July 8
January 22	July 22
February 12	August 12
February 26	August 26
March 11	September 9
March 25	September 23
April 7	October 14
April 22	October 28
May 13	November 12 (11/17 NJSLOM Conference)
May 27	November 24
June 10	December 9
June 24	December 22 (December 25 Christmas)

BE IT FURTHER RESOLVED that all executive session begins at 4:00 p.m., workshop meetings begin at 6:00 p.m. and regular meetings begin at 7:00 p.m.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-2 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-3

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE CITY OF
ASBURY PARK FOR THE YEAR 2020**

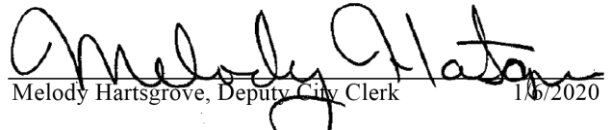
BE IT RESOLVED, by the City of Asbury Park, County of Monmouth, State of New Jersey that the following publications shall constitute the official newspaper(s) of the City of Asbury Park for the 2020 year:

1. The Coaster
2. The Asbury Park Press
3. The Star Ledger

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon final passage and publication in accordance with the law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-3 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-4

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING A DEPUTY CITY CLERK FOR THE CITY OF ASBURY PARK

WHEREAS, pursuant to N.J.S.A. 40A:9-135 and Section 2-5.3 of the Asbury Park City Code, the office of Deputy Clerk has been established in and for the City of Asbury Park; and

WHEREAS, the Deputy City Clerk shall assist the City Clerk with the efficient operation and management of the City Clerk's Office on a daily basis; and

WHEREAS, the Deputy City Clerk have all the powers and perform all the duties of the City Clerk during such times as the City Clerk is absent; and

WHEREAS, pursuant to Section 2-5.3(b) of the Asbury Park City Code, the term for the appointment to the office of Deputy City Clerk and the compensation thereof shall be established by the Mayor and Council; and

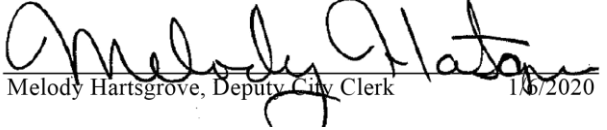
WHEREAS, the Mayor and Council have determined to appoint Melody Hartsgrove to the position of Deputy City Clerk for the City of Asbury Park, to serve at the pleasure of Mayor and Council in accordance with the aforesaid Statute(s) and Ordinance(s).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that Melody Hartsgrove, be and is hereby appointed to the position of Deputy City Clerk for the City of Asbury Park, to serve at the pleasure of the Mayor and Council in accordance with the aforesaid Statute(s) and Ordinance(s).

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-4 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-5

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF REAPPOINTMENT OF JOANN BOOS TO THE POSITION OF CHIEF FINANCIAL OFFICER

WHEREAS, JoAnn Boos was duly appointed and confirmed to the position of Chief Financial Officer on July 1, 2016, filling an unexpired term; and

WHEREAS, JoAnn Boos is a certified Chief Financial Officer and has satisfied the continuing education requirements for said certification; and

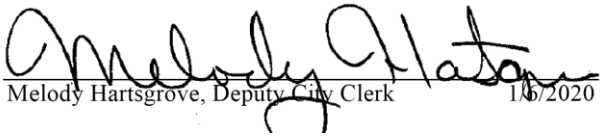
WHEREAS, the City Council is desirous of reappointing JoAnn Boos as Chief Financial Officer for the City of Asbury Park and shall become eligible to receive tenure January 1, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey as follows:

1. JoAnn Boos is hereby reappointed to the position of Chief Financial Officer of the City of Asbury Park.
2. JoAnn Boos's appointment shall be subject to the requirements set forth in the Memorandum of Understanding ("MOU") executed between the City and the State Division of Local Government Services concerning the transitional aid that is received by the City on an annual basis.
4. A certified copy shall be provided to:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, Chief Financial Officer
 - d. Mary Kay Callahan, Personnel Officer
 - f. Director of the NJ Division of Local Government Services
 - g. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-5 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-6

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF REAPPOINTMENT OF TYRONE A. YOUNG TO THE POSITION OF TAX COLLECTOR

WHEREAS, Tyrone A. Young was duly appointed and confirmed to the position of Tax Collector on January 11, 2016, filling an unexpired term; and

WHEREAS, Tyrone A. Young is a certified Tax Collector and has satisfied the continuing education requirements for said certification; and

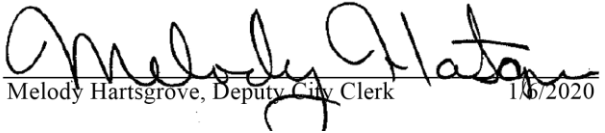
WHEREAS, the City Council is desirous of reappointing Tyrone A. Young as Tax Collector for the City of Asbury Park and shall become eligible to receive tenure December 31, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey as follows:

1. Tyrone A. Young is hereby reappointed to the position of Tax Collector of the City of Asbury Park.
2. Tyrone A. Young's appointment shall be subject to the requirements set forth in the Memorandum of Understanding ("MOU") executed between the City and the State Division of Local Government Services concerning the transitional aid that is received by the City on an annual basis.
4. A certified copy shall be provided to:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, Chief Financial Officer
 - d. Mary Kay Callahan, Personnel Officer
 - f. Director of the NJ Division of Local Government Services
 - g. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-6 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-7

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION CONFIRMING THE APPOINTMENT OF DEPUTY TAX ASSESSOR

WHEREAS, Michael Delre was duly appointed by the City Manager to the position of Deputy Tax Assessor on July 1, 2019 for a four (4) year term in accordance with N.J.S.A. 40A:9-146, et seq; and

WHEREAS, Michael Delray is a certified Tax Assessor and has satisfied the continuing education requirements for said certification; and

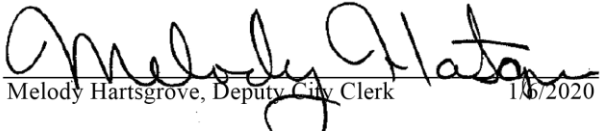
WHEREAS, the City Council is desirous of confirming the appointment of Michael Delre as Deputy Tax Assessor for the City of Asbury Park for a four (4) year term, which appointment is retroactive to July 1, 2019.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey as follows:

1. The appointment of Michael Delre to the position of Deputy Tax Assessor of the City of Asbury Park. is hereby confirmed for a four (4) year term, which appointment is retroactive to July 1, 2019
2. A certified copy shall be provided to:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, Chief Financial Officer
 - c. Erick Aguiar, Tax Assessor
 - d. Michael Delre, Deputy Tax Assessor
 - e. Mary Kay Callahan, Personnel Officer
 - f. Matthew Clark, County Tax Administrator
 - g. Director of the NJ Division of Local Government Services
 - h. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-7 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-8

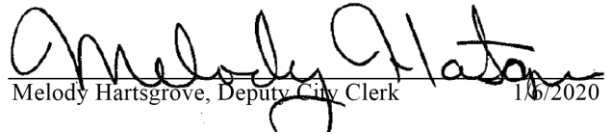
**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF RECYCLING COORDINATOR

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Asbury Park hereby appoint Yvonne Adams as the Recycling Coordinator for 2020.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-8 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-9

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING THE CITY CLERK TO EXECUTE ALL BINGO AND RAFFLE GAMES OF CHANCE APPLICATIONS THAT MEET ALL PROVISIONS PURSUANT TO STATUTE FOR THE 2020 CALENDAR YEAR

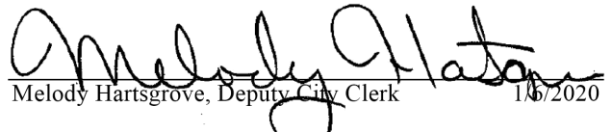
BE IT RESOLVED by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all Bingo, 50/50's, and Raffle Games of Chance Applications pursuant to the statutory provisions of N.J.S.A. 5:8-1 et seq. for the remaining 2020 calendar year; and

BE IT FURTHER RESOLVED that the City Clerk shall furnished the Chief of Police with a copy of each Game of Chance Application, License and Findings and Determination so that he may conduct a background check pursuant to N.J.S.A. 5:8-27.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Asbury Park Chief of Police.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-9 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-10

**City of Asbury Park
County of Monmouth
State of New Jersey**

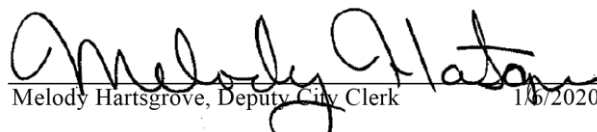
AUTHORIZING THE CITY CLERK TO EXECUTE ALL OF THE CITY OF ASBURY PARK FIRE DEPARTMENT MEMBER'S ENROLLMENT INTO NJ STATE FIREMEN'S ASSOCIATION FOR THE 2020 CALENDAR YEAR

BE IT RESOLVED by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all application for the City of Asbury Park Fire Department Member's Enrollment into the New Jersey State Firemen's Association for the 2020 calendar year.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Asbury Park Fire Department Chief Kevin Keddy.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-10 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-11

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING A FUND COMMISSIONER AND ALTERNATE TO THE NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND

WHEREAS, the Fund Commissioner shall attend regular meetings of the NJIIF on behalf of the City and otherwise serve as a liaison representative of the City to the NJIIF for the ensuing year; and

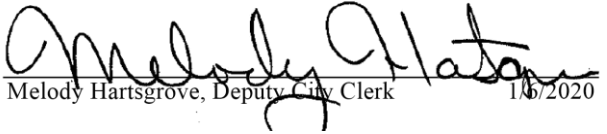
WHEREAS, the Mayor and Council wish to appoint the City Manager to serve as the Commissioner to the NJIIF on behalf of the City for 2020, and Michael Manzella to serve as the alternate Commissioner for 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. Donna Vieiro is hereby appointed to serve as the Fund Commissioner to the NJIIF on behalf of the City for the year 2020.
2. Michael Manzella is hereby appointed to serve as the alternate Fund Commissioner to the NJIIF for the year 2020.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. Michael Manzella, Alternate Commissioner
 - c. Eric J. Nemeth, Esq., NJIIF
 - d. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-11 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

**RESOLUTION NO. 2020-12**

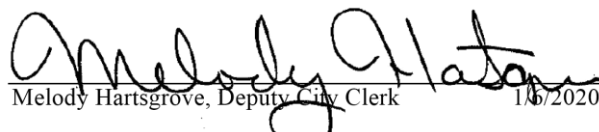
**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF ADA COMPLIANCE OFFICER AND COORDINATOR

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Asbury Park hereby appoints Donna Vieiro, City Manager as the ADA Compliance Officer for 2020.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-12 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-13

**City of Asbury Park
County of Monmouth
State of New Jersey**

DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER

WHEREAS, N.J.A.C. 17:27-3.2 requires all public agencies awarding contracts for goods and services and/or construction contracts to appoint a Public Agency Compliance Officer (PACO) for a one year term; and

WHEREAS, a Public Agency Compliance Officer is the liaison between the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and the public agency and the PACO is the point of contract for all matters concerning implementation and administration of N.J.S.A. 10:5-31, et seq. and its implementing regulations at N.J.A.C. 17:27-1.1, et seq.; and

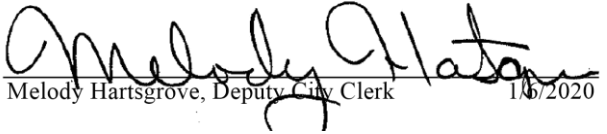
WHEREAS, the City Council desires to appoint the City Manager, as its Public Agency Compliance Officer for 2020.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the City Council hereby appoints Donna Vieiro, as the Public Agency Compliance Officer in accordance with N.J.A.C. 17:27-3.2 for a period of one year.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-13 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-14

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING CITY MANAGER TO SIGN NJDEP TREATMENT WORKS APPLICATIONS

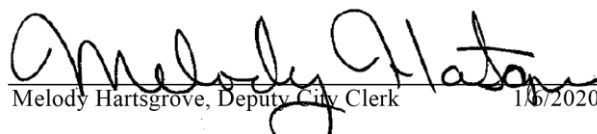
WHEREAS, the Asbury Park City Manager is hereby authorized to sign NJDEP Statements of Consent upon review and recommendation of the City Engineer; and

WHEREAS, a copy of the signed application shall be forwarded to the governing body and Director of Planning and Redevelopment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to sign NJDEP Statements of Consent upon review and recommendations of the City Engineer and forward said application to the governing body and Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-14 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-15

**City of Asbury Park
County of Monmouth
State of New Jersey**

DESIGNATING THE APPOINTMENT OF A RECORDS CUSTODIAN IN THE CITY OF ASBURY PARK POLICE DEPARTMENT FOR THE PURPOSES OF OPEN PUBLIC RECORDS AND LITIGATION MATTERS

WHEREAS, the City of Asbury Park recognizes that requests for records pursuant to subpoenas and the Open Public Records Act (“OPRA”) must be acted upon within established time periods; and

WHEREAS, the City also recognizes that N.J.S.A. §47:1A *et seq.* Places the responsibility of OPRA responses on the Municipal Clerk; and

WHEREAS, the City of Asbury Park is aware that the City receives numerous requests for records pursuant to subpoena and OPRA, especially through the Police Department; and

WHEREAS, in an effort to expeditiously and accurately respond to said subpoenas and OPRA requests, and in accordance with the applicable rules and statutes governing same, the City shall designate Captain John Crescio, as Police Records Custodian of the City of Asbury Park Police Department as the designee for complying with subpoenas to the Police Department and responding to OPRA requests; and

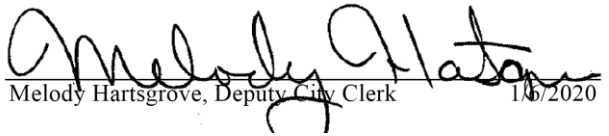
WHEREAS, the City Manager has determined that the designation of a Police Records Custodian is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Manager of the City of Asbury Park, in the County of Monmouth, and State of New Jersey, as follows:

1. Captain John Crescio, shall be designated as the Public Records Custodian of the City of Asbury Park Police Department.
2. The Public Records Custodian of the City of Asbury Park Police Department shall be responsible for complying with subpoenas for records and OPRA requests and/or appearances served upon the City of Asbury Park Police Department.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-15 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 24th DAY OF October, 2019.


Melody Hartsgrove, Deputy City Clerk 10/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-16

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION AUTHORIZING THE TAX ASSESSOR TO ACT AS AGENT FOR THE CITY OF ASBURY PARK FOR THE PURPOSE OF FILING AND SETTLING TAX APPEALS ON BEHALF OF THE TAXING DISTRICT FOR THE TAX YEAR 2020

WHEREAS, the Tax Assessor is knowledgeable regarding the valuation and assessment of properties in the City of Asbury Park; and

WHEREAS, the Tax Assessor has the statutory responsibility, pursuant to N.J.S.A. 54:4-23 to 36 to set assessments for properties in the City of Asbury Park under the Local Property Tax, N.J.S.A. 54:4-1 et seq; and

WHEREAS, the governing body of the Taxing District deems the Tax Assessor to be responsible and acting in the best interests of the municipality.

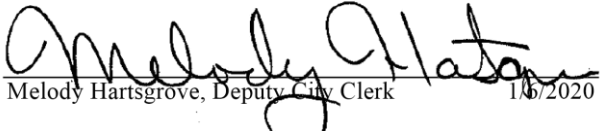
NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council of the City of Asbury Park, that the Tax Assessor is hereby authorized to act as agent for the Taxing District without further governing body approval to:

(a) determine when tax appeals, cross appeals, complaints and counterclaims should be filed on behalf of the Taxing District with regarding to any property located in the City of Asbury Park and accordingly direct the attorney for the Taxing District to file such documents with either the County Tax Board or Tax Court of New Jersey as deemed appropriate.

(b) resolve and settle tax appeals pending before the County Tax Board, Tax Court or Appellate Courts for any tax year and authorize the attorney for the Taxing District to formalize such settlement in the appropriate Courts and/or County Tax Board.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-16 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

**RESOLUTION NO. 2020-17**

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION TO AUTHORIZE YEAR END TAX SALE 2020

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold a tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are in arrears as of the 11th day of the eleventh month of the calendar year; and

WHEREAS, the Tax Collector has advised the City Council that it is advisable for the City to hold such sale during December of 2020 in order to maximize the percentage tax collection rate in calendar year 2020, and minimize the budget requirement for the Reserve for Uncollected Taxes in calendar year; and

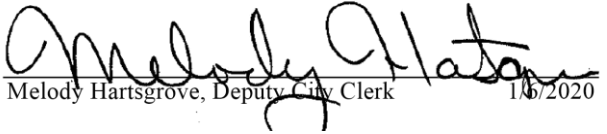
WHEREAS, the Council acknowledges that all proper notification of taxpayers will still be made in accordance with applicable State regulations and that all taxpayers will be given ample opportunities to bring their accounts up to date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that the Tax Collector is hereby authorized and directed to schedule and conduct a tax sale during December, 2020, for all taxes and municipal charges unpaid as of November 11, 2020.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector and Finance Director forthwith.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-17 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-18

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION PROVIDING FOR FEES FOR TAX SALE CERTIFICATE REDEMPTION CALCULATIONS

WHEREAS, the Tax office receives requests for tax sale redemption calculations for the payoff of liens against a property; and

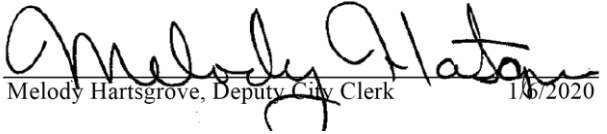
WHEREAS, after the requesting party proving their legal interest in the property and their right of redemption;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorize that the following fees for Tax Sale Certificate redemption calculations shall be charged:

- In accordance with N.J.S.A. 54:5-54, the Tax Collector shall provide to any party entitled to redeem a certificate pursuant to this section (N.J.S.A. 54:5- 54) two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested from the Tax Collector there shall be a \$50.00 fee. A request for a redemption calculation shall be made in writing to the Tax Collector.
- In accordance with N.J.S.A. 54:5-97.1, the Tax Collector may charge a lien holder of a tax lien \$50.00 for the calculation of the amount due to redeem the tax lien as required pursuant to N.J.S.A. 54:5-97.1. Any request for a redemption calculation shall specify the date to be used for the calculation, which shall be the date of the notice. Neither the Tax Collector nor the municipality shall be liable for an incorrect calculation. The fee paid to the municipality shall not become part of the lien and shall not be passed on to any party entitled to redeem pursuant to N.J.S.A. 54:5-54.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-18 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-19

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION AUTHORIZING TYRONE A. YOUNG, TAX COLLECTOR, TO COMPLETE AGREEMENT FOR SERVICE AND PARTICIPATE IN ELECTRONIC TAX SALE PROCESS 2020

WHEREAS, N.J.S.A. 54:5-19, authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services; and

WHEREAS, the Director of the Division of Local Government Services “also known as DLGS” has promulgated rules and regulations to participate in electronic tax sale without prior approval from DLGS; and

WHEREAS, Tax Collector, Tyrone A. Young has advised that an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

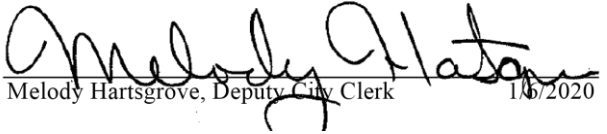
WHEREAS, it is recommended that Tyrone A. Young be authorized to complete the necessary “Agreement for Services” for the City of Asbury Park to participate in the electronic tax sale program; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Asbury Park that the City of Asbury Park wishes to participate in an electronic tax sale; and

BE IT FURTHER RESOLVED that Tyrone A. Young, Tax Collector, shall and hereby is authorized to complete an Agreement for Services to participate in the electronic tax sale program.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-19 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-20

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK FIXING THE RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES, ASSESSMENTS AND SEWER ACCOUNTS FOR 2020

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each Municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes provided by law; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to allow for an additional penalty of 6% to be collected against delinquency in excess of \$10,000.00 on properties that fail to pay the delinquency prior to the end of the calendar year; and

WHEREAS, N.J.S.A. 54:5-19 provides that a municipality may, by resolution, provide for a tax sale no earlier than the last month of the municipality's fiscal year when unpaid taxes or other municipal liens or charges are in arrears in the fiscal year designated in such resolution; and

WHEREAS, Statutes further provide for the City to designate an employee who would be authorized to cancel property tax refunds/credits or delinquencies, and utility credits or balances, which are less than \$10.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, as follows:

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes becoming delinquent after due date, and 18% per annum on any amount of taxes in excess of \$1,500.00 becoming delinquent after due date, and if delinquency in excess of \$10,000.00 remains in arrears beyond December 31st, a penalty of 6% of the amount of the delinquency shall be charged.
2. Effective January 1, 2020, no interest shall be charged if payment on any tax installment is made within ten (10) calendar days following the date upon which the installment

became due.

3. Any payments not made in accordance with Paragraph Two of this Resolution shall be charged the interest from the tax due date.
4. With respect to the Tax Sale Certificates, when the taxes, interest and costs shall exceed the sum of \$5,000.00, an additional sum equal to four percent (4%) of such amount to be paid shall be added to the amount to be paid, and when that sum exceeds \$10,000.00, an additional sum equal to six percent (6%) of such amount to be paid shall be added to the amount to be paid. These charges shall also apply to all existing Certificates being held by the City.

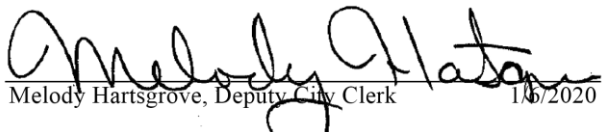
BE IT FURTHER RESOLVED, the City Tax Collector is hereby authorized to cancel any property tax refunds/credits or delinquencies and utility credits or balances, of less than \$10.00.

BE IT FURTHER RESOLVED that the rate of interest to be charged for the nonpayment in full of Sewer charges not received on the due date is eight percent (8%) per annum on the first \$1,500.00 of the delinquency and eighteen percent (18%) per annum on any amount in excess of \$1,500.00 to be calculated from the date the sewer charge was payable until the date of actual payment.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided by the City Clerk to the Tax Collector, City Attorney, Chief Financial Officer and the City Auditor for the City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-20 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-21

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION TO CREDIT SEWER ACCOUNT FOR DEDUCT METER

WHEREAS: The City of Asbury Park has deduct meters used for irrigation credits and is not connected to a sewer line; and

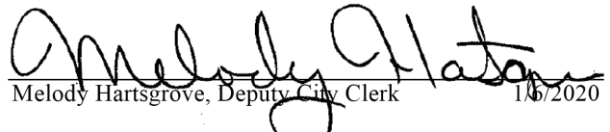
WHEREAS, it was made certain that New Jersey American Water Company bills for water consumption; and

WHEREAS, it has been determined by the City of Asbury Park Sewer Department that the Tax Collector should issue a sewer credit on accounts with a deduct meter; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit each sewer account with a deduct meter reading each quarter for 2020.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-21 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-22

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION TO CANCEL TAXES ON CITY OWNED PROPERTIES

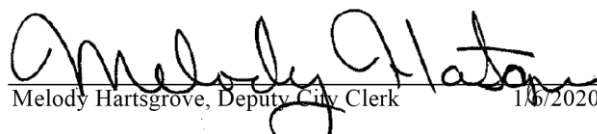
WHEREAS, N.J.S.A. 54:4-54, Allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of any payments made (with no interest) when by mistake, a property has been twice entered and assessed on the tax duplicate.

WHEREAS, the tax collector, is reporting the taxes need to be canceled on taxes were assessed to City of Asbury Park owned properties for the tax year 2020:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park hereby authorizes the cancellation of taxes for the tax year 2020 on City of Asbury Park owned properties.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-22 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-23

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING TAX SALE COSTS 2020

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the rules and regulations require a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of up to \$25.00 per notice for the creation, printing and mailing of said notice; and

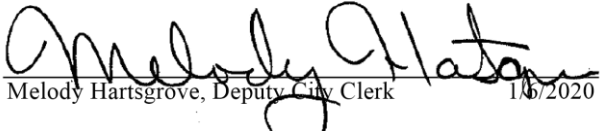
WHEREAS, Pursuant to NJSA 54:5-38, the officer conducting a tax sale shall collect and pay into the municipal treasury a fee for all costs incurred by the municipality in holding the sale. The amount of fee so paid shall be 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

WHEREAS, the City of Asbury Park wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base and 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Asbury Park that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2020 electronic tax sale.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-23 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-24

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ESTABLISHING A SERVICE CHARGE FOR RETURNED CHECKS OR WRITTEN INSTRUMENTS

WHEREAS, N.J.S.A. 40:5-18 was enacted to allow a municipal entity the authority to impose a service charge to be added on an account which was by check or other written instrument returned for insufficient funds; and

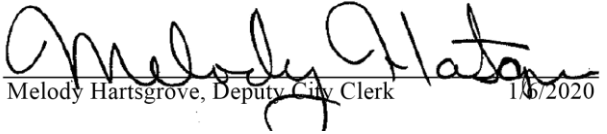
WHEREAS, whenever an account is owing to the City of Asbury Park the service charge shall still apply and shall be collected in the same manner prescribed by law for the collection of the account for which the check or other written instrument was tendered; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorize the following:

1. The service charge at a rate of \$20.00 per check or other written instrument for all checks returned for insufficient funds.
2. This fee shall be in addition to the fee charge by the banking institution refusing to honor the check or written instrument.
3. Any service charge imposed and unpaid shall be collected in the same manner prescribed by law for the collection of the account for which the check or other written instrument was tendered.
4. A certified copy of this Resolution shall be forwarded to the Tax Collector and Chief Financial Officer of the City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-24 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-25

**City of Asbury Park
County of Monmouth
State of New Jersey**

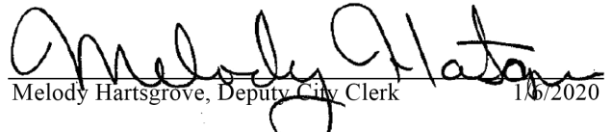
RESOLUTION AUTHORIZING PREMIUM TO ESCHEAT TO MUNICIPALITY AFTER FIVE YEARS

WHEREAS, in accordance with N.J.S.A. 54:5-33: Any premium payments shall be held by the collector and returned to the purchaser of the fee if and when redemption is made. If redemption is not made within five years from date of sale/foreclosure, the premium payment shall be turned over to the treasurer of the municipality and become part of the funds of the municipality.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize, that they hereby authorize the Chief Financial Officer to accept the premiums in for premium of Tax Sale Certificates.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-25 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-26

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION PROVIDING FOR 2020 TEMPORARY BUDGET APPROPRIATIONS

WHEREAS, in the normal operations of the business of the City of Asbury Park, it will be necessary to make contracts, commitments, and payments prior to the adoption of the regular budget for the City of Asbury Park; and

WHEREAS, Revised Statutes 40A:4-19 of the State of New Jersey provide that the Governing Body of any municipality may make temporary appropriations to provide for any contracts, commitments or payments to be made between the beginning of the budget year and the adoption of the final budget; and

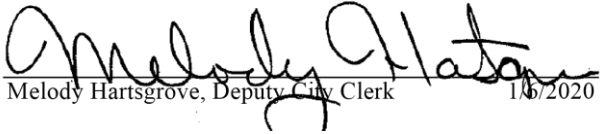
WHEREAS, the date of this resolution is within thirty (30) days of the month of January 2020; and

WHEREAS, the total amount of appropriations hereunder of \$15,253,034 for the General Fund, \$4,074,127 for the Sewer Utility Operating Fund, \$516,176 for the Beach Utility Operating Fund and \$448,032 for the Parking Utility Operating Fund for 2020, exclusive of any 2020 appropriations made for Debt Service, Capital Improvement Fund, and Public Assistance does not exceed 26.25% of the 2019 budget.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Budget for the City of Asbury Park for the year 2020 be adopted, and a certified copy of this resolution be forwarded to the City's Chief Financial Officer.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-26 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS DAY OF , .



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

CITY OF ASBURY PARK
2020 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
IN CAP:		
General Administration	\$ 88,200.00	\$ 86,153.00
Human Resources		23,625.00
Mayor & Council	9,975.00	1,286.00
Central Functions		7,613.00
Clerk's Office	54,731.00	15,698.00
Director of Communications	24,045.00	8,138.00
Financial Administration	111,563.00	58,013.00
Audit		13,322.00
Tax Collector	77,438.00	17,063.00
Tax Assessor	55,388.00	32,471.00
Legal Services		79,275.00
Computerized Data Processing	22,129.00	5,250.00
Cable TV Advisory	3,938.00	5,250.00
Planning Department	64,313.00	18,113.00
Planning Board	26.00	5,250.00
Zoning Board	26.00	5,250.00
Engineering		47,250.00
Code Enforcement	107,664.00	13,125.00
Unemployment Insurance		19,688.00
Liability Insurance		328,125.00
Worker Compensation Insurance		462,478.00
Employee Group Insurance		1,680,000.00
Health Insurance Opt Out		18,375.00
Senior Citizens	44,363.00	15,488.00
Police	2,671,221.00	145,871.00
Fire Department	1,531,478.00	87,373.00
Municipal Prosecutor		16,275.00
Streets and Roads	437,063.00	174,293.00
Solid Waste	39,375.00	413,438.00
Buildings and Grounds	95,550.00	29,400.00
Social Services	37,091.00	6,143.00
Recreation Services	50,400.00	32,813.00
Municipal Court	87,938.00	15,740.00
Public Defender		10,500.00
Uniform Construction Code	129,413.00	9,450.00
Street Lighting		82,688.00
Telephone		27,563.00
Gasoline		73,500.00
Light, Heat and Power		89,250.00
Fire Hydrant Rent		53,550.00
Employee Flex Spending		26.00
Prior Year Bills		1,313.00
Social Security		202,125.00
Public Employees Retirement System		207,747.00
Police & Firemens Retirement System		1,018,325.00
DCRP		1,273.00
Total Inside CAPS	<u>5,743,328.00</u>	<u>5,664,955.00</u>

Attachment: 2020 Temporary Budget (2020-26 : Temporary Budget - Reorg)

CITY OF ASBURY PARK
2020 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
O/S CAP:		
Library		152,681.00
Monmouth County 911 and Dispatch Services		650,852.00
BPP		1,575.00
Senior Center Grant		31,320.00
Mental Health Grant		114,972.00
SRO		318,516.00
	<u>-</u>	<u>1,269,916.00</u>
Capital Improvement Fund		200,000.00
Debt Service:		
Bond Principal		884,258.00
Bond Interest		877,325.00
Note Interest		418,020.00
Green Acres Loan		91,932.00
MCIA Lease Principal & Interest		14,300.00
		<u>2,285,835.00</u>
Deferred Charges:		
Special Emergency Authorization 5 years		<u>89,000.00</u>
Total O/S CAP	<u>-</u>	<u>3,844,751.00</u>
	<u>5,743,328.00</u>	<u>9,509,706.00</u>
TOTAL CURRENT FUND BUDGET	<u>\$ 15,253,034.00</u>	

CITY OF ASBURY PARK
2020 TEMPORARY BUDGET

SEWER UTILITY OPEARTING FUND

Salaries and Wages	\$ 151,200.00
Other Expenses	319,988.00
NJEIT-DEP and Admin Fee	5,250.00
Social Security	13,650.00
Bond Principal	1,413,373.00
Bond Interest	231,901.00
Interest on Notes	74,100.00
MCIA Capital Lease Principal	1,815,000.00
MCIA Capital Lease Interest	49,665.00

TOTAL SEWER OPERATING BUDGET	\$ 4,074,127.00
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BEACH UTILITY OPEARTING FUND

Salaries and Wages	\$ 258,038.00
Other Expenses	105,000.00
Public Employees Retirement System	4,725.00
Social Security	20,475.00
Unemployment Compensation	9,188.00
Interest on Notes	118,750.00

TOTAL BEACH UTILITY BUDGET	\$ 516,176.00
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PARKING UTILITY OPEARTING FUND

Salaries and Wages	\$ 181,650.00
Other Expenses	253,225.00
Public Employees Retirement System	3,938.00
Social Security	5,250.00
Unemployment Compensation	1,969.00
Interest on Notes	2,000.00

TOTAL PARKING UTILITY BUDGET	\$ 448,032.00
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RESOLUTION NO. 2020-27

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE CITY OF ASBURY PARK

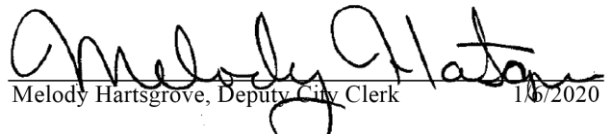
WHEREAS, The State of New Jersey Department of Community Affairs has requested that all government entities update their cash management plans to insure compliance with N.J.S.A. 40A:5-14; and,

WHEREAS, The City of Asbury Park's Chief Financial Officer and Treasurer recommend that the attached Cash Management Plan for Fiscal Year 2020 be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, and the State of New Jersey that the Fiscal Year 2020 Cash Management Plan is hereby adopted as indicated in the annexed document.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-27 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, Deputy City Clerk 1/6/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**

CITY OF ASBURY PARK
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CITY COUNCIL
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AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

CASH MANAGEMENT PLAN OF THE CITY OF ASBURY PARK COUNTY OF MONMOUTH, NEW JERSEY

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the “Plan”) is prepared pursuant to the provision of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the City of Asbury Park (the “City”) pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. DESIGNATION OF OFFICIALS OF THE CITY OF ASBURY PARK AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer (the “Designated Official”) of the City of Asbury Park is hereby authorized and directed to deposit and / or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Asbury Park are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

III. DEFINITIONS.

“Arbitrage” refers to the rules and regulations governing the issuance of Bonds or Notes and the reinvestment of the proceeds at a higher yield. These regulations are promulgated by the Internal Revenue Services, Regulation 1.103.

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“Certificate of Eligibility” is the certification issued by the New Jersey Department of Banking and Insurance, Division of Banking that a public depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act (GUDPA).

“Government Money Market Mutual Fund.” An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec.80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking of the highest letter and numerical rating of a nationally recognized rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940,” 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

“GUDPA” requires a bank that accepts public funds to be a public depository. A “public depository” is defined as a state bank, a national bank, a savings bank or association which is located in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation, and which receives or holds public funds on deposit. A Local Unit may make deposits in, or purchase certificates of deposits from, banks which are located in New Jersey and which meet the requirements of GUDPA.

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“Local Government Investment Pool”. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c. 410 (c.52:14B-1 et seq.) by the local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

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“The New Jersey Cash Management Fund.” The New Jersey Division of Investment is authorized pursuant to N.J.S.A. 52:18A-90.4 to establish, maintain and operate, with the approval of the State Investment Council and the State Treasurer, a common trust fund known as the State of New Jersey-New Jersey Cash Management Fund (the “Fund”). The Fund is authorized to accept deposits from all Local Units of government. The Fund is a “common trust” fund pursuant to the statute, which created such funds within the jurisdiction of the Division of Investment. According to the enabling legislation, monies of Local Units deposited in the Fund must be invested in obligations and bonds, which meet the investment requirements of the statute. These obligations include, among other things, evidences of indebtedness of U.S. corporations. These obligations are less secure than those permitted to Local Units under the Act. Thus, the Fund is riskier than direct investments in federal securities or GUDPA protected deposits by Local Units.

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IV. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and / or investment of the following funds and accounts of the City:

Current Fund	General Capital Fund
Beach Utility Operating Fund	Beach Utility Capital Fund
Parking Utility Operating Fund	Parking Utility Capital Fund
Sewer Utility Operating Fund	Sewer Utility Capital Fund
Trust Funds	Payroll Fund
Grant Funds	

- B. The Plan is not intended to cover the deposit and / or investment of the following funds and accounts of the City.

1. Petty Cash Funds.
2. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor.
3. Deposit, retainage, or amounts posted by way of bond, for such things as faithful performance, if the City would be required by law to pay back any interest earned to the provider of the deposit, except where the City is required by law or court order to invest the funds.
4. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of bond counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not federally tax exempt) issue pursuant to Federal regulations. To the extent that some interest is allowable, it shall be deposited at the most favorable rates obtainable.

V. STANDARDS OF CARE.

1. Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees shall disclose any material interests in the financial institutions with which business is conducted and they shall

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refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

2. The Chief Financial Officer, under the direction of the Mayor and Council, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the City are protected from loss, theft, or misuse.

VI. PROCEDURES FOR THE RECEIPT OF MONIES.

A. Department Procedures

1. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the duplicate shall be maintained by the receiving department. All payments and receipts must be recorded.
2. All monies collected or received from any source by or on behalf of the City shall be deposited within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
3. All monies received shall be placed in a secured place until forwarded for deposit.
4. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee paychecks is prohibited.

B. Chief Financial Officer (Designated Official)

1. The Chief Financial Officer is responsible for the following accounts: Current, Dog Trust, Other Trust, Capital, Escrows, Payroll, Unemployment, Sewer Operating, Sewer Capital, Law Enforcement Trust, Grant, Beach Operating, Beach Capital, Parking Operating and Parking Capital.

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2. The Chief Financial Officer shall:

- a. Deposit all monies collected or received from any source by or on behalf of the City within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
- b. Ensure that all monies deposited are in interest bearing accounts.
- c. Make recommendations of legal public depositories to the City Council who shall by resolution designate said depositories at the first meeting of the calendar year.
- d. Ensure that each of the various accounts for which there is a separate bank statement is reconciled with the bank statement by the end of the following month.
- e. Verify that designated official depositories submit to the Chief Financial Officer a copy of the State of New Jersey, Department of Insurance, Division of Banking, Governmental Unit Deposit Protection Act notification of eligibility, which must be filed semi-annually in the Division of Banking as of June 30th and December 31st of each year.

VII. DESIGNATION OF DEPOSITORIES.

City Council authorized a resolution on January 6, 2020, which designated the following banks, and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this plan:

Wells Fargo Bank, N.A.
1st Constitution Bank
Bank of America, N.A.
Provident Bank
Investors Bank

Amboy Bank
PNC Bank, N.A.
Santander Bank
Two River Community Bank
TD Bank, N.A.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section II above.

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VIII. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds of other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds of other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
6. Local Government Investment Pools;
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
8. Short-term debt obligations issued by New Jersey municipalities, counties, local authorities and school districts, having a maturity no longer than 397 days from date of purchase.

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IX. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City or by a third party custodian prior to or upon the release of the City’s funds.

To assure that all parties with whom the City deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

X. CITY AUDITOR.

The investment practices, receipt procedures and the agreement for banking services and compensation thereof shall be reviewed by the City auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Plan and State statute, the applicable statute shall govern.

The Designated Official charged with the custody of the monies of the City shall deposit them as stated by the Plan and shall thereafter be relieved of any liability or loss of such monies due to insolvency or closing of any depository designated in the Plan pursuant to N.J.S.A. 40A:5-14.

XI. SURETY BONDS.

The Chief Financial Officer, the Tax Collector, and Court Personnel shall be covered by surety bonds, proper coverage to be determined and tested during the course of the annual audit.

All City employees not covered by separate Surety Bonds shall be covered by a Public Employee’s Blanket Bond providing \$1,000,000 of Employee Dishonesty Blanket Bond Coverage.

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XII. ESTABLISHING AND MAINTAINING CONTROLS.

When possible, the internal controls should provide for a separation of the investment placement functions and the accounting activity. Controls must be designated for telephone orders, wire transfers and securities safekeeping. Only specifically designated personnel of the Finance Department shall be allowed to conduct this part of the transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Chief Financial Officer shall review each day's activity.

XIII. REPORTING REQUIREMENTS.

The Designated Official referred to in Section II hereof shall supply to the Governing Body of the City a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the Governing Body of the City.

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XIV. TERM OF PLAN.

This Plan shall be in effect until December 31, 2020. Attached to this Plan is a resolution of the Governing Body of the City approving this Plan for such period of time. The Plan may be amended from time to time by resolution of the governing body. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendment to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

Attachment: 2020 Cash Management Plan (2020-27 : Cash Management)



RESOLUTION NO. 2020-28

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK DESIGNATING THE DEPOSITORIES WHEREIN ALL PUBLIC MONIES AND OTHER FUNDS OF THE MUNICIPALITY SHALL BE KEPT

WHEREAS, under New Jersey Statutes, the Governing Body shall, by Resolution, designate the depositories wherein all public monies and other funds of the Municipality shall be kept; and

WHEREAS, all public officials charged with the custody of such public funds shall hereafter deposit such funds only in the depositories named herein; and

WHEREAS, the Mayor, Chief Financial Officer and Treasurer shall be designated as the authorized signatories on all checking accounts, with at least two signatures being required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following banks be, and same are hereby designated as depositories for all City funds, and the account specified and maintained therein for the year 2020:

DEPOSITORY

ACCOUNT

CURRENT FUND:

Investors Bank	Current Fund
Investors Bank	Tax Collector's Account
Investors Bank	Central Disbursing Account
Investors Bank	Payroll Account, Flexible Spending Account
Investors Bank	Merchant Service Fee Account

GRANT FUND:

Investors Bank	Grant Fund
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GENERAL CAPITAL FUND:

Investors Bank	General Capital Account
Investors Bank	RCA, Freehold/Middletown
Investors Bank	Green Acres Account

PARKING UTILITY OPERATING FUND:

Investors Bank
Investors Bank

Parking Operating
Parking Utility Refund

PARKING UTILITY CAPITAL FUND

Investors Bank

Parking Utility Capital

SEWER UTILITY OPERATING FUND:

Investors Bank
Investors Bank
Investors Bank

Sewer Utility Operating
Sewer Utility Operating (Asbury Partners)
Sewer Collector's Account

SEWER UTILITY CAPITAL FUND:

Investors Bank

Sewer Capital Fund Account

BEACH UTILITY OPERATING FUND:

Investors Bank

Beach Operating Fund Account

TRUST FUNDS:

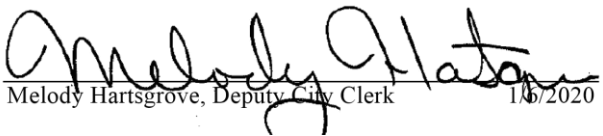
Investors Bank
Investors Bank
Investors Bank
Investors Bank
Investors Bank
1st Constitution Bank
1st Constitution Bank
Investors Bank
Investors Bank
Santander Bank
Investors Bank
Santander Bank
Investors Bank
Investors Bank
Investors Bank
1st Constitution Bank
1st Constitution Bank
Santander Bank
Santander Bank
1st Constitution Bank
Investors Bank
Santander Bank
Santander Bank
Santander Bank
1st Constitution Bank
1st Constitution Bank
Investors Bank

Animal Control Trust Fund
Trust - Other
Affordable Housing/Community Initiative
Child Welfare Trust Account
Howell RCA Trust Account
Wesley Lake Escrow
American Water Escrow
Law Enforcement Trust (Local)
Community Development Fund
Madison/Asbury Retail Escrow
Workers Compensation Trust Account
Planning/Zoning Escrow Trust Account
Law Enforcement Trust (Federal)
Tax Collectors Redemption Account
Tax Sale Premium Account
Beach Urban Renewal Escrow
NJ Natural Gas Escrow
Metro Homes Escrow
Madison/Wesley Escrow
Beach Urban Renewal Inspection Escrow
Millstone/Wall/Spring Lake RCA
I-Star2 Escrow
AEF Savoy Theatre Escrow
Michaels Development Escrow
Springwood Avenue Redevelopment Escrow
Mattison Avenue Properties, LLC Escrow
Master Escrow

All funds of the City of Asbury Park may be invested in New Jersey Cash Management at any time. Moreover, funds may be invested in any one of the designated depositories named in the 2020 Cash Management Plan at the discretion of the Chief Financial Officer.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-28 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-29

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ADOPTING A DEBT MANAGEMENT AND CAPITAL POLICY

WHEREAS, the Mayor and Council of the City of Asbury Park wish to establish policies with respect to Debt Management and Fiscal and Fund Balance Policy and Capital Policy and

WHEREAS, the policies will serve as guidance for staff, committees and the governing body for budgeting, capital planning and other purposes, and

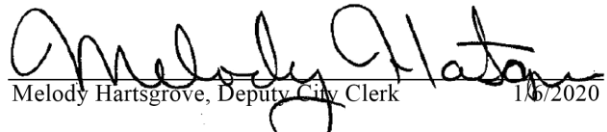
WHEREAS, it is the belief of Mayor and Council that the policies will demonstrate the City of Asbury Park's intent to maintain strong long-term financial health, and

WHEREAS, the policies established hereby will be periodically reviewed and updated to ensure that they are in consonance with needs and desires of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Debt Management and Capital Policies (see attached) be approved.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-29 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



Debt Management and Fiscal & Fund Balance Policy

INTRODUCTION

The following policy is hereby enacted to standardize the issuance and management of debt for the City of Asbury Park and to provide a general Fund Balance policy. In part, it is the City's goal to have established guidelines of debt management to ensure sound fiscal policy, long term meeting and growth of the City's capital needs, and to maintain or enhance its existing credit rating.

The City of Asbury Park recognizes that one of the keys to sound financial management is a comprehensive Debt Management Policy. These benefits are recognized by bond rating agencies and the development of a Debt Policy is a recommended practice by the Government Finance Officers Association (GFOA). A Debt Policy establishes the parameters for issuing and managing debt. It provides guidelines regarding the timing and purpose for which debt may be issued, presents the types of permissible debt, and the methods of sale that may be used. The Debt Policy should recognize an obligation to fully and timely repay all debt as an essential requirement for entry into the capital markets. Adherence to a Debt Policy helps to ensure that a government maintains a sound financial position and that credit quality is protected. The Debt Policy is to be used in conjunction with the operating and capital budgets, the Capital Improvement Program (CIP), and other financial policies. The advantages of a Debt Policy are:

- Enhancing the quality of decisions;
- Documenting the decision-making process;
- Identifying objectives for staff to implement;
- Demonstrating a commitment to long-term financial planning objectives; and
- Being viewed positively by the bond rating agencies, investment community and taxpayers.

PURPOSE

The Debt Policy Statement sets forth comprehensive guidelines for the financing of capital expenditures. It is the objective of this policy that (1) the City obtains financing only when desirable, (2) the process for identifying the timing and amount of debt financing be as efficient as possible (3) obtain and then retain the highest possible credit rating, (4) obtain the most favorable interest rate and other related costs and (5) comply with full and complete financial disclosure and reporting.

Debt financing, to include general obligation bonds, temporary notes, lease/purchase agreements, debt guaranteed by the City, and other City obligations permitted to be issued or incurred under State statute, should only be used to purchase capital assets that will not be acquired from current resources. The useful life of the asset or project needs to equal or exceed the payout schedule of

any debt the City assumes for that project. This allows for a closer match between those who benefit from the asset and those that pay for it.

To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the City's Capital Improvement Plan (CIP) and the annual adoption of a multi-year Capital Improvement Budget. Capital Planning shall be the responsibility of the City Administrator.

ANNUAL REVIEW

This Debt Management Policy should be reviewed annually during the annual budget process. Any recommended changes shall be required to be adopted by the City Council.

IMPLEMENTATION

The City's Debt Policy shall be implemented by City Administrator and/or CFO when developing comprehensive debt management guidelines that provides for the following:

- Full and timely payment of principal and interest on all outstanding debt
- That debt be incurred only for those purposes as provided by State statute
- Capital improvements should be developed, approved and financed in accordance with the capital improvement budgeting process as required by the adoption of the annual budget
- The payment of debt shall be secured by the faith, credit and taxing power of the City, in the case of General Obligation, and the by the pledge of specified, limited revenues in the case of other obligations
- Principal and interest retirement schedules shall be structured to: 1) achieve a low borrowing cost for the City, 2) accommodate the debt service payments of existing debt and 3) respond to perceptions of market demand. Shorter maturities should be encouraged to demonstrate that debt is being retired at an aggressive pace
- The City shall select a method of sale that will maximize the financial benefits to the City. Such sales shall be governed by applicable laws, rules and regulations established by the State of New Jersey
- The City can incur debt as per the rules and regulations as promulgated by the State of New Jersey as outlined in N.J.S.A 40A:2-1 et seq. (New Jersey Bond Law) and N.J.S.A 40A:3-1 et seq. (Municipal Qualified Bond Act) or other appropriate laws, regulations or rules
- Maintain an existing Fund Balance (surplus) of 5% - 15% of the previous year's local government tax levy
- Maintain that debt appropriations are moderate in regards to the annual budget with a goal of no more than 15% of appropriations
- The City shall maintain good communications with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and

- Every financial report (AFS, ADS, Official Statement, etc.) shall follow a policy of full, complete and accurate disclosure of financial conditions and operating results.

Primary responsibility for making debt-financing recommendations rests with the CFO with assistance from staff and/or selected consultants. The responsibilities of staff, inclusive of the CFO, shall be to:

- Consider the need for debt financing and assess progress on the current Capital Program and any other program/improvement deemed necessary
- To review applicable debt ratios in accordance with State law
- Review changes in federal and State legislation that affects the City's ability to issue debt and report such findings to the City Administrator
- Review the provisions of Ordinance related to capital affairs
- Review the opportunities for refinancing existing debt
- Recommend services by a financial advisor, bond counsel, or other entity as appropriate
- In December of each year, at a minimum one week before a Council meeting, provide the Council with recommendations of existing Capital Ordinances that can be cancelled
- Two months before a scheduled Note or Bond Sale, at a minimum one week before the next Council meeting, provide the Council with recommendation of existing Capital Ordinances that can be cancelled

In developing financing recommendations, the City staff should consider:

- Effects of proposed actions on the tax rate
- Trends in bond market structures
- Trends in interest rates
- Other factors as deemed appropriate

Debt is intended to be structured to match projected cash flows, moderate the impact on future property tax levies, and maintain a relatively rapid repayment of principal. The City will endeavor to repay as much of the initial principal amount within ten years as practicable. The City will endeavor to maintain a steady annual budget appropriation in efforts reduce future debt by appropriating the highest annual payment of its current debt structure.

The City may use an objective analytical approach to determine whether it desires to issue new General Obligation bonds. Generally, this process will compare ratios of key financial and economic data. The goal will be for the City to maintain or improve its existing credit rating.

The decision on whether or not to issue new General Obligation bonds should be, based, in part, on:

- Cost versus benefit
- The current conditions of the bond market
- The City's ability to issue new General Obligations as determined be the aforementioned benchmarks
- Stabilization of the tax rate/appropriation

FUND BALANCE

Fund Balance, commonly referred to as “surplus” is simply Assets minus Liabilities. The City will make an effort to ensure a regular Fund Balance in reserve (not used in the budget) that is adequate.

The City will follow to the best extent practical, that the GFOA Best Practice recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

The City can forecast the Fund Balance for the following year in early December. Budget cancellations or other mechanisms to ensure a steady “cash surplus” may be utilized and authorized by the governing body.

The City understands the importance of a Fund Balance policy as it relates to ensuring continued municipal operations and the long-term impacts of credit ratings.

CREDIT RATINGS

It is the responsibility of the CFO, City Administrator, selected City financial consultant or a combination of all to maintain relationships with the rating agencies that assign ratings to the City’s debt. This effort includes providing periodic updates on the City’s financial conditions as requests, answering questions in relations to the City’s financial operations and other actions deemed appropriate.

The City will obtain a rating from Moody’s Investor Service and Standard & Poor’s Rating Agency. The CFO, City Administrator, selected City financial consultant or a combination of all will determine if an additional rating agency is required.

Full disclosure of operations and open lines of communications shall be made to rating agencies used by the City. Whoever the rating agency requests information from, that individual shall be required to provide said information. The City is committed to full and complete financial disclosure and to cooperating fully with rating agencies and investors. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

At all times, the City shall seek to maintain and, if possible, to improve its current rating(s) so borrowing costs are minimized and access to credit is preserved.

DISCLOSURES

All financial disclosures including annual financial statements, annual debt statements and annual audit reports will be posted to the Electronic Municipal Market Access (EMMA) website.



CAPITAL POLICY

Capital Policy Elements:

Process Elements:

1. Capital planning, budgeting and analysis
 - a. Asbury Park will annually adopt a 6-year plan to ensure that it is planning for its long term needs and that it allocates capital spending across all of its functional (departmental) needs and to ensure that it is generating adequate capacity within its capital budget to accommodate the large non-recurring projects that are certain to arise on a periodic basis.
 - b. All functional areas will collaborate for capital through an organized planning process. The planning process will occur annually coincident with the budget and will result in a rolling 6-year capital plan that is adopted by Council and revised and updated and re-adopted annually.
 - c. Each department should maintain a schedule of assets that will require renewal/replacement. The schedule should sufficiently itemize the assets, their estimated useful life, and their current life and estimated replacement cost for use in long-term capital planning.
 - d. The Administration should maintain a schedule of large non-recurring capital projects for discussion, use and evaluation by Council when the 6-year plan is discussed.
 - e. The Administration shall be responsible for developing and maintaining the capital plan.
 - f. The most-current year of the capital plan shall anticipate funding sources that are consistent with Asbury Park's debt policy and the Current Fund (Operating) Budget.
 - g. The capital plan is a planning tool only; nothing in this policy shall prevent the Council from spending on capital items or adopting Improvement Authorizations that are not in the capital plan. Nothing in this policy shall obviate the requirement that an improvement Authorization be adopted.
 - h. Improvement Authorization requests shall include a full financial analysis, the extent possible, for the project, including:
 - Estimated total capital costs
 - Annual savings to be realized as a result of the investment
 - Any additional operating expenses that will arise as a result of the investment
 - A calculation of 20-year unlevered Internal Rate of Return and Payback
 - Any additional non-financial costs or benefits arising from the project(It is expected that many projects will not have easily quantified financial returns; however, sound financial management practices call for this type of analysis to ensure that funds are being wisely spent)
2. Management and monitoring of Capital Authorizations
 - a. Improvement Authorizations shall be monitored and managed to avoid unintended consequences on debt and debt service (to avoid over spending relative to the capital plan and debt policy by spending on old Capital Authorizations). The monitoring needs to take into account all Improvements Authorizations that have been approved and not cancelled, regardless of year of approval.

- b. To keep good control over Improvement Authorizations, any project that has not commenced within 2 years of approval of the improvement authorization will be cancelled and, if appropriate, re-submitted for approval.
- c. Once a capital project has commenced, any remaining balance of the Improvement Authorization will be promptly cancelled at project completion, and in the case of multi-year projects, reviewed annually after project commencement.
- d. The Improvement Authorization clean-up process shall occur at the end of each year.

Resolution Adopted January 6, 2020



RESOLUTION NO. 2020-30

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING FREDERICK C. RAFFETTO, ESQ., TO SERVE AS MUNICIPAL ATTORNEY FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the year 2020; and

WHEREAS, the City of Asbury Park, duly advertised for Request for Qualification on December 22, 2016; and

WHEREAS, four (4) firms have submitted proposals including Frederick C. Raffetto, Esq., of the firm of Ansell Grimm & Aaron, P.C.; and

WHEREAS, the Municipal Attorney shall handle the general legal matters of the City during the term of his appointment, and perform such other legal matters (collectively, the “services”) as may be directed from time to time by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined to appoint Frederick C. Raffetto, Esq. (the “Attorney”), of the firm of Ansell Grimm & Aaron, P.C., as the Municipal Attorney for the City for 2019; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the City Attorney has agreed to maintain his rates at the 2018 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

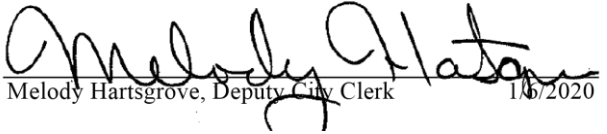
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Frederick C. Raffetto, Esq., of the firm of Ansell Grimm & Aaron, P.C., is hereby appointed to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Frederick C. Raffetto, Esq., for the year 2020.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-30 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

AGREEMENT, made this ____ day of January, 2020, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 (hereinafter "City");

AND

FREDERICK C. RAFFETTO, ESQ.
 Ansell Grimm & Aaron, P.C.
 1500 Lawrence Avenue
 CN 7807
 Ocean, New Jersey 07712
 (hereinafter "Attorney")

WITNESSETH:

WHEREAS, the City requires professional legal services to be performed during the calendar year 2020 by an individual designated to serve as the Municipal Attorney (also known as the "City Attorney"), who shall handle the legal affairs of the City; and

WHEREAS, on January 6, 2020, the City adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Attorney to represent, appear and act for the City in the capacity of Municipal Attorney in accordance with the statutes and ordinances

pertaining thereto and to perform such other legal activities as may be directed from time to time by the Mayor and City Council, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Attorney, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him or other representatives of his firm as follows:

(a) Attendance at Council Meetings – The Attorney shall be paid an annual retainer in the amount of \$12,000.00, billable at \$1,000.00 per month by the Attorney's law firm, which retainer shall cover attendance by the Attorney or by a qualified licensed substitute at all Council meetings (including all monthly regular meetings and workshop meetings, as well as any special or emergency meetings, called by the governing body of the City) for the duration of this Agreement.

(b) Other Services - Professional services of the Attorney and Attorney's law firm, or in the Attorney's absence the services of a qualified licensed substitute, shall be rendered on a part-time basis which services shall include, but not necessarily be limited to, research, telephone conferences and advice, court and administrative appearances, preparation of resolutions, ordinances and any other legal documents as may be required by the Municipality, as well as representing the City in litigation matters involving the City and/or City officials, and all other services as may be requested by the governing body, the City Manager, or other officials of the City.

Said services shall be chargeable at the following rates:

- i. Legal services rendered to the City by Frederick C. Raffetto, Esq. or any other attorney of the law firm of Ansell Grimm & Aaron, P.C. - \$160.00 per hour.
- ii. Legal services rendered to the City by a research assistant, law clerk, or paralegal - \$80.00 per hour.
- iii. Legal services rendered to the Municipality by Frederick C. Raffetto, Esq., or any other attorney of the firm of Ansell Grimm & Aaron, regarding redevelopment matters for which escrow funds are posted by a private developer or other party - \$175.00 per hour.

4. The Attorney may assign certain appearances and/or projects to other attorneys in his office who are members of the legal profession and licensed as Attorneys-at-Law by the State of New Jersey, and/or to paralegals/law clerks, compensation for whose services shall be paid in accordance with paragraph 3 above. The Attorney shall be responsible for supervising and directing the work of such other individuals and for making periodic progress reports to the Mayor and City Council as to the status of such matters.

5. The City shall reimburse the Attorney for all out-of-pocket costs and expenses advanced by the Attorney or the Attorney's law firm, including but not limited to Court costs, excessive copying or printing costs, excessive postage costs, messenger fees, filing fees, transcript costs, Westlaw or other computerized legal research charges, and for all other similar costs and expenses.

6. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

7. The Attorney shall bill the City monthly for all legal services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

9. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, *et seq.* (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee

Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

10. The Attorney shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

11. Political Contribution Disclosure: The within Agreement has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Attorney's eligibility to perform this Agreement, nor will the Attorney or his Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

12. Subject to the provisions of Paragraph 13 below, this Agreement shall expire on December 31, 2020, or until the appointment and qualification of a successor to the Attorney.

13. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

14. If applicable, this Agreement is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

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

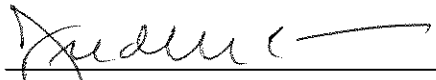
CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

By: _____
MELODY HARTSGROVE,
DEPUTY CITY CLERK

ANSELL GRIMM & AARON, P.C.

BY: 
FREDERICK C. RAFFETTO, ESQ.
Attorney/Partner



RESOLUTION NO. 2020-31

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING MUNICIPAL COURT JUDGE FOR A THREE YEAR TERM

WHEREAS, N.J.S.A. 2B:12-4 provides that each Judge of a Municipal Court shall serve for a term of three years from the date of appointment.

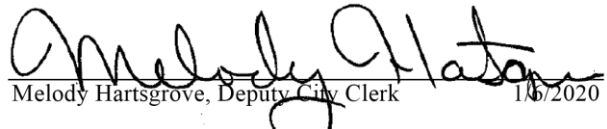
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey that **Daniel J. DiBenedetto** be and is hereby appointed and designated to serve as the Municipal Court Judge for the City of Asbury Park municipal court for a three year term to expire on December 31, 2022 and/or until his successor is appointed and qualified.

BE IT FUTHER RESOLVED that a copy of this Resolution be forwarded to the following:

1. Honorable Judge Daniel J. DiBenedetto
2. Patricia Green, Court Administrator
3. JoAnn Boos, Chief Financial Officer

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-31 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-32

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING CITY PUBLIC DEFENDER

WHEREAS, the City of Asbury Park has a need to engage the services of a City Public Defender for the year 2020, to provide services as per N.J.S.A. 2B:24-6 et. al.; and

WHEREAS, the Mayor and Council have determined to reappoint Ronald J. Troppoli, Esq. to serve as the Public Defender for the City for 2020; and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Public Defender in 2020 without undertaking a new “fair and open” process so long as the Public Defender is not increasing his rates over the 2019 levels; and

WHEREAS, the Public Defender has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, following said review, the City Council wishes to reappoint the Troppoli Law Firm to the professional service contract to provide public defender services in the amount of \$500.00 per court session and \$130.00 per hour for matters held in Superior Court, for the calendar of the year 2020.

NOW, THEREFORE, BE IT RESOLVED that the award of the contract for City Public Defender services is hereby made to the Troppoli Law Firm, in an amount of \$500.00 per court session and \$130.00 per hour for all Court matters held in Superior Court, for the calendar year 2020.

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq*; and

WHEREAS, the City's Chief Financial Officer as certified the availability of funds for said contract

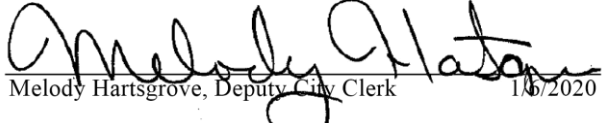
BE IT FURTHER RESOLVED that the contract shall commence January 1, 2020.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all documents associated with the contract.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-32 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

AGREEMENT, made this _____, day of January 2020, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, New Jersey 07712
(hereinafter the "City");

AND

TROPOLI LAW FIRM
118 State Route 35 N.
Neptune, New Jersey 07753
(hereinafter the "Firm" or "Municipal Public Defender")

WITNESSETH:

WHEREAS, the City has a need to engage the services of a Municipal Public Defender for the remainder of the calendar year 2020, who shall perform all of the duties as prescribed in N.J.S.A. 2B:24-6, et seq., including but not limited to the representation of indigent defendants who are charged with offenses for which the City's Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of New Jersey; and

WHEREAS, on _____, the City adopted Resolution No. _____ authorizing the award of a professional services contract for the aforesaid services to the Firm pursuant to a non-fair and open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the City and the Firm wish to set forth their respective rights and responsibilities in the within Agreement.

Attachment: Ronald Toppoli, Esq. -Public Defender (2020-32 : Appointing City Public Defender)

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Firm to serve as the Municipal Public Defender in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.

2. The Firm hereby accepts this appointment and agrees to serve as the Municipal Public Defender, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Firm for services performed in its capacity as Municipal Public Defender, as follows:

(a) \$500.00 per municipal court session; and

(b) \$130.00 per hour for all Court matters held in Superior Court.

4. The fees and costs paid to the Firm shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

5. The Firm shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

6. The Firm is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any

political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Firm is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Firm to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

7. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Firm hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Firm shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Firm shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. The Firm shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

9. Subject to the provisions of Paragraph 10 below, this Contract shall commence on _____, and expire on December 31, _____, or until the appointment and qualification of a successor to the Firm.

10. This Contract may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

11. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of

Understanding executed by the Division and the City regarding the provision of State funding to the City.

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

CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

By: _____
CINDY DYE, CITY CLERK

TROPPOLI LAW FIRM

BY: _____

Attachment: Ronald Toppoli, Esq. -Public Defender (2020-32 : Appointing City Public Defender)



RESOLUTION NO. 2020-33

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPOINTING CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of a City Prosecutor for the year 2020, to provide services as per N.J.S.A. 2B:25-5 et. al.; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Municipal Prosecutor in 2020 without undertaking a new “fair and open” process so long as the Municipal Prosecutor is not increasing his rates over the 2019 levels; and

WHEREAS, the Municipal Prosecutor has agreed to maintain his rates at the 2019 levels and;

WHEREAS, the CFO has certified the availability of funds for said contract

WHEREAS, the anticipated term of this contract is for twelve (12) month period, commencing on January 6th, 2020 and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, following said review, the City Council wishes to reappoint James N. Butler Jr. to the professional service contract to provide prosecutor services in the amount of \$650.00 per court session and \$150.00 per hour for matters held in Superior Court, for the remainder of the year 2020.

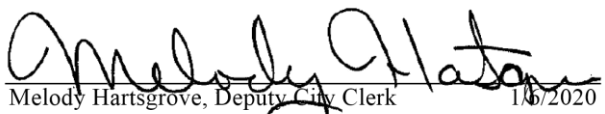
NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for City Prosecutor services is hereby made to James N. Butler Jr., Attorney at Law, in an amount of \$650.00 per court session and \$150.00 per hour for all Court matters held in Superior Court, for the calendar year 2020.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all documents associated with the contract.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-33 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES
MUNICIPAL PROSECUTOR, CITY OF ASBURY PARK

THIS AGREEMENT, made the _____ day of _____, 2020, by and between THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”), and JAMES N. BUTLER, JR., ESQUIRE, An Attorney at Law of the State of New Jersey, located at 601 Bangs Avenue, Suite 507, Asbury Park, New Jersey, (hereinafter the “Attorney” or “Municipal Prosecutor”);

AND, IT APPEARING that the City has a need to engage the services of a Municipal Prosecutor for the calendar year 2020 who shall perform all of the duties prescribed in N.J.S.A. 2B:25-5, *et seq.*, including, but not limited to the prosecution of criminal, quasi-criminal, and disorderly persons offenses, along with motor vehicle offenses, and any other matters for which the City’s Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of the State New Jersey;

AND, IT FURTHER APPEARING that on January 6, 2020, the City intends to adopt a resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney pursuant to the “fair and open” process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*;

AND the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement;

THEREFORE, IT IS AGREED as follows:

1. The City hereby appoints and employs the Attorney to serve as the Municipal Prosecutor in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Prosecutor for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him in his capacity as Municipal Prosecutor, as follows:

- (a) \$650.00 per municipal court session; and
- (b) \$150.00 per hour for all Court matters held in Superior Court.

4. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted by the City of Asbury Park.

5. The Attorney shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

6. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any

political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

7. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B". Both Exhibits are incorporated hereby by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. The Attorney shall also execute the "Americans with Disabilities Act of 1990" Certification attached hereto as Exhibit "C" which shall be incorporated hereby by reference.

9. Subject to the provisions of Paragraph 10 below, this Contract shall commence on January 1, 2020 and expire on December 31, 2020, or until the appointment and qualification of a successor to the Attorney.

10. This Contract may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

11. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of

Understanding executed by the Division and the City regarding the provision of the State funding to the City.

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

CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOORE

ATTEST CLERK/WITNESS:

By: _____
CINDY DYE, CITY CLERK

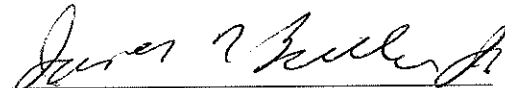

JAMES N. BUTLER, JR., ESQUIRE

EXHIBIT A

EXHIBIT "A"
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contract or agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

James N. Butler, Jr., Attorney at Law
(Firm's Name)

By: James N. Butler, Jr. (signature)
James N. Butler, Jr. (print name)
Attorney at Law of NJ (title)

Dated: December 20, 2019

EXHIBIT B

EXHIBIT "B"

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

James N. Butler, Jr., Attorney at Law
(Firm's Name)

By: James N. Butler, Jr. (signature)
James N. Butler, Jr. (print name)
Attorney at Law (title)

Dated: December 20, 2019

EXHIBIT C

EXHIBIT "C"
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

James N. Butler, Jr., Attorney (Firm's Name)

By: James N. Butler, Jr. at Law (signature)
James N. Butler, Jr. (print name)
Attorney at Law If NJ (title)

Dated: December 20, 2019

Attachment: James Butler, Esq. - Municipal Prosecutor (2020-33 : Appointing City Prosecutor)



RESOLUTION NO. 2020-34

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING LAW OFFICES OF STEVEN S. GLICKMAN, LLC TO SERVE AS LABOR COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “Labor Counsel” for the City for the year 2020; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to labor matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, the Mayor and Council have determined to appoint the law firm of Law Offices of Steven S. Glickman, LLC to serve as the City’s “Labor Counsel” for 2020; and

WHEREAS, City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Labor Counsel in 2020 without undertaking a new “fair and open” process so long as the Labor Counsel is not increasing his rates over the 2019 levels; and

WHEREAS, the Labor Counsel has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

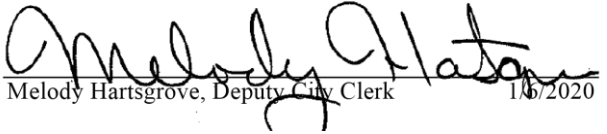
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Law Offices of Steven S. Glickman, LLC is hereby appointed to serve as “Labor Counsel” for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Law Offices of Steven S. Glickman, LLC for the aforementioned services, for the year 2020, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. A certified copy of this Resolution shall be provided to each of the following:
 - a. Law Offices of Steven S. Glickman, LLC
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-34 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of January 2020, by and between **CITY OF ASBURY PARK** (hereinafter the "City"), a municipality of the State of New Jersey, located at One Municipal Plaza, Asbury Park, NJ 07712; and the **Law Offices of STEVEN S. GLICKMAN, LLC** (hereafter the "Firm"), with its principal offices located at 570 Broad Street, Suite 1201, Newark, NJ 07102.

IN EXCHANGE FOR THE MUTUAL PROMISES as hereafter set forth, it is agreed as follows:

1. The City retains the Firm as Labor Relations Counsel for the period from January 1, 2020 through December 31, 2020.
2. The Firm will, as requested by the City, supervise and coordinate the management of labor relations of the City, including but not limited to participation in collective bargaining negotiations, grievances, administrative proceedings, arbitration and litigation.
3. For the services rendered, the Firm will be compensated at an annual retainer of Seventy-Two Thousand Dollars (\$72,000.00).

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

CITY OF ASBURY PARK

**LAW OFFICE OF
STEVEN S. GLICKMAN, LLC**

By: _____

STEVEN S. GLICKMAN, ESQ.
Attorney at Law of the
State of New Jersey



RESOLUTION NO. 2020-35

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING ARCHER & GREINER, P.C., TO SERVE AS BOND COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney/law firm to serve as “Bond Counsel” for the City for the year 2020; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to the issuance of bonds and bond anticipation notes, and perform such other legal matters as may be referred to it from time to time by the City Manager, the Chief Financial Officer and/or the Mayor and Council (collectively, the “services”); and

WHEREAS, the Mayor and Council have determined to appoint Archer & Greiner, P.C. to serve as the Bond Counsel for the City for 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Bond Counsel’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Bond Counsel in 2020 without undertaking a new “fair and open” process so long as the Bond Counsel is not increasing his rates over the 2019 levels; and

WHEREAS, the Bond Counsel has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

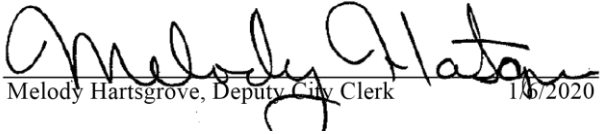
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Archer & Greiner, P.C. is hereby appointed to serve as “Bond Counsel” for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Archer & Greiner, P.C. for the aforementioned services, for the year 2020, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Archer & Greiner, P.C.
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-35 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



John M. Cantalupo

jcantalupo@archerlaw.com
 732-268-8009 (Ext. 9009) Direct
 732-345-8420 Direct Fax
 Archer & Greiner, P.C.
 Riverview Plaza
 10 Highway 35
 Red Bank, NJ 07701-5902
 732-268-8000 Main
 732-345-8420 Fax
www.archerlaw.com

December 17, 2019

VIA EMAIL AND FEDERAL EXPRESS

Melody Hartsgrove
 Deputy City Clerk
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07012

Re: City of Asbury Park
 2020 Professional Services Agreement – Bond Counsel

Dear Ms. Hartsgrove:

Enclosed please find two (2) executed copies of service agreements, which incorporate Affirmative Action Language, as well as other supporting documents. I ask that you return to me one (1) fully executed service agreement for our file within the pre-paid envelope provided.

It is truly our pleasure to be of service to the City of Asbury Park.

If you have any questions regarding the enclosed, please contact me at 732-268-8009.

Very truly yours,

JOHN CANTALUPO

Enclosures

Attachment: John Cantalupo, Esq. -Archer & Greiner (2020-35 : Bond Counsel Appointment 2019)

BOND COUNSEL SERVICES A G R E E M E N T

THIS AGREEMENT, made as of this ___ day of January, 2020, between the CITY OF ASBURY PARK, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Route 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The City desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The City desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

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

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

C. When the City determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such

notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City Attorney for execution and delivery.

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

F. Bond Counsel will provide other legal advice requested by the City, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the City.

I. Bond Counsel will provide legal services listed in the City's solicitation of proposals, which are incorporated herein by this reference.

3. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$0.95 per thousand dollars of bonds issued for the first \$15,000,000 and \$0.70 per thousand dollars issued in excess of \$15,000,000.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance, and (ii) the compiling and review of a certified record of proceedings in connection with each bond ordinance, a fee of \$400 for each single purpose ordinance and \$550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 of the proposed Bond Counsel Services Agreement, such as attendance at meetings, attention to litigation or other matters described in Section F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in Section F, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per thousand dollars of notes issued in excess of \$15,000,000, but a fee not less than \$750.00.

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

E. In the event of refunding bond issue providing for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$150 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the City, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the City through the MCIA, NJIB, USDA or any other legal services the City wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

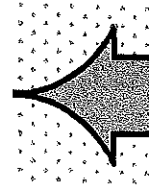
H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the CITY OF ASBURY PARK, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF ASBURY PARK



ATTEST:

BY: _____

Authorized Officer

City Deputy Clerk

ARCHER & GREINER, P.C.

BY: _____

JOHN M. CANTALUPO

Attachment: John Cantalupo, Esq. -Archer & Greiner (2020-35 : Bond Counsel Appointment 2019)



RESOLUTION NO. 2020-36

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING HARRY HAUSHALTER, ESQUIRE, TO SERVE AS SPECIAL TAX COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney to serve in the capacity of “Special Tax Counsel” for the City for the year 2020; and

WHEREAS, the Special Tax Counsel shall handle tax appeal matters involving the City during the term of his appointment as well as any other tax-related matters as requested by the City (collectively, the “services”); and

WHEREAS, the Mayor and Council have determined to appoint Harry Haushalter, Esq. to serve as the Special Tax Counsel for the City for 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Special Tax Counsel’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Special Tax Counsel in 2020 without undertaking a new “fair and open” process so long as the Special Tax Counsel is not increasing his rates over the 2019 levels; and

WHEREAS, the Special Tax Counsel has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

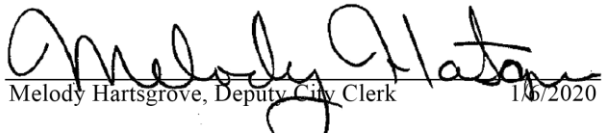
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Harry Haushalter, Esq. is hereby appointed to serve as the “Special Tax Counsel” for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Harry Haushalter, Esq., for the year 2020, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Harry Haushalter, Esq., Special Tax Counsel
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-36 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

AGREEMENT, made this _____ day of _____, 2019 by and between:

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, New Jersey 07712
(hereinafter "City");

AND

HARRY HAUSHALTER, ESQ.
2119 Route # 33, Suite A
Hamilton Square, NJ 08690
(hereinafter "Attorney")

WITNESSETH:

WHEREAS, the City wishes to retain an attorney to serve as Special Tax Counsel, who shall handle the City's defense of all tax appeal cases that are currently pending against the City as of the date of execution of this Agreement, as well as all future tax appeal cases that are filed against the City during the year 2020; and

WHEREAS, the City has adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Attorney to represent, appear and act for the City in the capacity of Special Tax Counsel in accordance with the statutes and

ordinances pertaining thereto and to perform such other legal activities as may be directed from time to time by the Mayor and Borough Council, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Special Tax Counsel for the City, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him or other representatives of his firm as follows:

- a. For legal services related to the defense of real property tax appeals filed against the City, both before the County Tax Board and the New Jersey Courts, including but not limited to the Tax Court, and appearances at Borough Council meetings, as may be requested, the Attorney shall be compensated at a rate of One Hundred Ten Dollars (\$110.00) per hour.

4. The Attorney may assign certain appearances and/or projects to other attorneys in his office who are members of the legal profession and licensed as Attorneys-at-Law by the State of New Jersey, and/or to paralegals/law clerks, compensation for whose services shall be paid in accordance with paragraph 3 above. The Attorney shall be responsible for supervising and directing the work of such other individuals and for making periodic progress reports to the Mayor and City Council as to the status of such matters.

5. The City shall reimburse the Attorney for all out-of-pocket costs and expenses advanced by the Attorney or the Attorney's law firm, including but not limited to Court costs, excessive copying or printing costs, excessive postage costs, messenger fees, filing fees,

transcript costs, Westlaw or other computerized legal research charges, and for all other similar costs and expenses.

6. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

7. The Attorney shall bill the City monthly for all legal services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

9. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in

Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

10. The Attorney shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

11. Political Contribution Disclosure: The within contract has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.* As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Attorney's eligibility to perform this contract, nor will the Attorney or his Law Firm make a reportable contribution during the term of the within contract to any political party committee in the City if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City when the contract is awarded.

12. Subject to the provisions of Paragraph 13 below, this Contract shall expire on December 31, 2019; or until the appointment and qualification of a successor to the Attorney.

13. This Contract may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

14. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

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

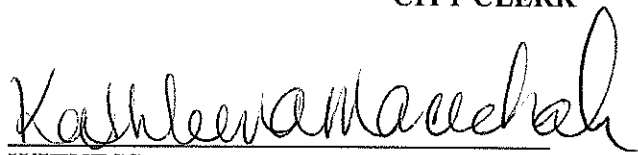
CITY OF ASBURY PARK

BY: _____

MAYOR

ATTEST CLERK/WITNESS

CITY CLERK



WITNESS

KATHLEEN A. MACECHAK


HARRY HAUSHALTER, ESQUIRE

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Attorney agrees as follows:

The Attorney, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Attorney will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Attorney, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Attorney will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Attorney's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Attorney, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Attorney agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Attorney agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Attorney agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Attorney agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Attorney shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Attorney shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed: 

HARRY HAUSHALTER, ESQUIRE

Name & Address: Harry Haushalter, Esquire
Lexington Square Commons
2119 Hwy 33, Suite A
Hamilton Sq., NJ 08690

Date: 12/4/19

Attachment: Harry Haushalter, Esq. - Special Tax Counsel (2020-36 : Special Tax Counsel Appointment 2020)



RESOLUTION NO. 2020-37

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING WISS & COMPANY, LLP TO SERVE AS AUDITOR FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed auditor to handle general auditing responsibilities (the “services”) for the City during the year 2020; and

WHEREAS, the Mayor and Council have determined to appoint the firm of Wiss & Company, LLP (the “Auditor”), to serve in this capacity for the year 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Auditor’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Auditor in 2020 without undertaking a new “fair and open” process so long as the Auditor shall not charge the City at rates higher than those charged by the firm in 2019; and

WHEREAS, the Auditor has agreed to abide by this requirement; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

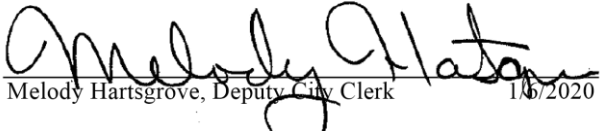
WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Wiss & Company, LLP, is hereby appointed to serve as the Auditor for the City for 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Wiss & Company, LLP, for the year 2020, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Wiss & Company, LLP, City Auditor
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-37 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

January 1, 2020

Mayor John Moor and Members of the City Council
Asbury Park
One Municipal Plaza
Asbury Park, NJ 07701

Dear Mayor Moor and Members of the City Council:

We are pleased to confirm our understanding of the services we are to provide the City of Asbury Park ("City") as of and for the year ended December 31, 2019. We will audit the regulatory-basis financial statements, including the related notes to the financial statements of the City as of and for the years ended December 31, 2019 and 2018.

Accounting standards generally accepted in the United States of America and standards prescribed by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the "DLGS") provide for certain supplementary information, such as supplementary fund schedules and comments section, to supplement the City's regulatory-basis financial statements. We have been engaged to report on supplementary information that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audits of the regulatory-basis financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the City's regulatory-basis financial statements as a whole in a report combined with our auditors' report on the regulatory-basis financial statements:

- 1) Schedules of expenditures of federal and state financial assistance.
- 2) Supplementary fund schedules.
- 3) Comments section.

Audit Objectives

The objective of our audits is the expression of an opinion as to whether your regulatory-basis financial statements are fairly presented, in all material respects, in conformity with accounting principles prescribed by the DLGS and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the regulatory-basis financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey OMB 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (if required).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and New Jersey OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and New Jersey OMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and New Jersey OMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and New Jersey OMB 15-08, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit, if applicable. Our reports will be addressed to the Mayor and Council and management of the City of Asbury Park. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly

planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

Audit Procedures—Compliance

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

The Uniform Guidance and New Jersey OMB 15-08 (if applicable) require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* and New Jersey OMB 15-08 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and New Jersey OMB 15-08.

Non-Attest Services / Other Services

We will also assist the City in the preparation of the financial statements, schedules of expenditures of federal awards and state financial assistance and related notes of the City in conformity with accounting principles prescribed by the DLGS, the Uniform Guidance and New Jersey OMB 15-08 based on information provided by you as a non-attest service as discussed above. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes and services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Management acknowledges that with respect to these services that management is responsible for:

- Making all management decisions and performing management functions;
- Designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services; (We understand that Mrs. JoAnn Boos will assume this role)
- Evaluating the adequacy and results of the services performed;
- Reviewing or preparing the Government disclosure checklist and taking responsibility for it;
- Taking responsibility for all journal entries, including Wiss & Company proposed adjustments;
- Accepting responsibility for the results of the services; and
- Establishing and maintaining internal controls, including monitoring activities.

Management Responsibilities

Management is responsible for (a) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management

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and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with accounting principles prescribed by the DLGS; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the including informative disclosures that are appropriate for the regulatory-basis financial statements prescribed by the DLGS, which is an other comprehensive basis of accounting other than GAAP. Those disclosures will include (1) a description of the regulatory-basis financial statements, including a summary of significant accounting policies and how the regulatory-basis financial statements differ from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation and other information as needed to perform an audit under the Uniform Guidance and New Jersey OMB 15-08, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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You are responsible for identifying all federal and state awards received and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and New Jersey OMB 15-08. You agree to include our report on the schedules of expenditures of federal awards and state federal assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal awards and state financial assistance no later than the date the schedules of expenditures of federal awards and state financial assistance are issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and New Jersey OMB 15-08; (2) you believe the schedules of expenditures of federal awards and state financial assistance, including their form and content, are fairly presented in accordance with the Uniform Guidance and New Jersey OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles prescribed by the DLGS. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting principles prescribed by the DLGS; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles prescribed by the DLGS; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal awards and state financial assistance, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and

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have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Financial Statement Use

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Such submissions to us shall not be considered notice to Wiss & Company, LLP of any third party reliance on any opinions rendered by Wiss & Company, LLP. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering statements or other documents.

Secondary Market Disclosure

Wiss and Company LLP will not act as dissemination agent for the City in connection with the City's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure requirements will consist of distribution of the City's financial statements to the City or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) Data Port. The City, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosures information and "material event" notices in accordance with any prior undertakings, and Wiss and Company LLP shall not have any responsibility nor liability for the failure of the City, or its designated dissemination agent, to comply with the City's secondary market disclosure undertakings.

Electronic Dissemination

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website and on the Municipal Securities Rulemaking Board's Electronic Municipal Access Data Port, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

Electronic (Email) and/or Fax Communications

In connection with this engagement, we may communicate with you or others via email or fax transmission. As emails and faxes can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails and/or faxes from us will be properly delivered and read only by the addressee. You agree that we shall have no liability whatsoever for any loss or damage to any person or entity resulting from the use of email and/or fax transmissions, including inconsequential, incidental, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Consideration of Employment

AICPA Independence Ethics Section 101-2, states that an offer of employment to one of our employees may impair our independence. You agree to consult with the partner in charge before any discussions of potential employment takes place.

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Wiss & Company, LLP maintains high quality and appropriately trained professionals in order to deliver our services to our clients. At times, in the ordinary course of business, clients will contact the firm with an interest in employing one of our engagement team members. We appreciate the client's confidence in our personnel; however we incur significant costs in recruiting, training, and developing our engagement team members. Accordingly, during the period of our engagement and for a period of one year after the completion of the engagement, the City agrees not to directly or indirectly seek to or hire any Wiss employees participating as a member of the engagement team without consulting with the partner in charge of the engagement. If such an employee accepts a position with your City, you agree to pay a fee equal to 50% of the employee's total compensation based on the employment package accepted from you based on your offer. This amount is to reimburse us for the estimated costs of recruiting and training personnel to fill the position vacated. Such fees will be due upon acceptance of that position by our employee.

Use of Third-Party Service Providers

Wiss may use third-party service providers, such as independent contractors, specialists or vendors, to assist in providing our professional services.

Wiss intends to engage the following third-party service provider to assist us as follows:

- Capital Confirmation, Inc. – electronic bank confirmation services

You hereby authorize us to disclose any financial or other information to the above named third-party service providers.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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

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

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

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

We expect to begin our audit in May 2020, and to issue our reports no later than June 30, 2020. David Kaplan is the engagement director and RMA and is responsible for supervising the engagement and signing the report or authorizing another individual to sign them. Our fee for these services will be \$49,000. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee for services and schedule of performance assume but are not limited to the following: (a) all financial records are reconciled and proved to subsidiary records with complete account analyses, including accurate bank reconciliations and closed trial balances (b) requested special analyses would be prepared; (c) we would receive full cooperation in the area of photocopying, locating invoices, account analysis, etc. (d) adequate working facilities would be available for our staff and (e) the City's personnel providing assistance in the preparation of various schedules and analysis and providing the information that will be requested on the client assistance schedule (to be provided). It is also our understanding that the City will be responsible for completion of the City budget, UAFS, and the ADS. The above fee is also based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Circumstances may arise during the engagement that may significantly affect the target completion dates or our fee estimate. Such circumstances include the following:

- Request Wiss and Company, LLP to assist in the preparation of the City budget, UAFS and/or the ADS.
- Changes to the timing of the engagement based upon the City's request. Changes to the timing of the engagement may require reassignment of personnel used by Wiss in the performance of services

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hereunder. However, because it is often difficult to reassign individuals to other engagements, Wiss may incur significant anticipated costs.

- Significant delays in responding to requests for information, such as reconciling variances or providing requested supporting documentation (e.g. invoices, contracts, and other documents).
- A significant level of proposed journal entries.
- Significant new issues or changes as follows:
 - Significant new accounting issues
 - Significant changes in accounting policies or practices from those used in prior years
 - Significant events or transactions not contemplated in our budgets
 - Significant changes in the City's accounting personnel, their responsibilities or their availability
 - Significant changes in accounting standards

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review and any subsequent reports received during the period of the contract. Accordingly, our 2018 peer review report accompanies this letter.

Electronic Transmittals and Dissemination

During the course of our engagement, Wiss & Company, LLP or the City may electronically transmit confidential information to each other and to other entities engaged by either party. E-mail, faxing, and other forms of electronic communication are an efficient and effective manner in which to communicate. However, e-mail is not a secure means of communication and thus, confidentiality could be compromised. The City agrees to the use of e-mail, faxing, and other forms of electronic methods of communication to transmit and receive information, including confidential information, between Wiss & Company, LLP, and the City, services providers, and other entities engaged by either Wiss & Company, LLP or the City. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Record Retention

It is our policy to keep records related to this engagement for seven years. However, Wiss & Company, LLP does not keep any original client records, so we will return those to you at the completion of services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agency. By your signature below, you acknowledge and agree that upon expiration of the seven year period Wiss & Company, LLP shall be free to destroy our records related to this engagement.

Standards of Performance / Claims Limitations and Indemnifications

We will perform our services in conformity with the terms expressly set forth in this Engagement Letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

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With respect to the services and this engagement letter, in no event shall the liability of Wiss & Company, LLP and its present, future and former partners, principals, directors, employees, agents and contractors for any claim, including but not limited to Wiss & Company's own negligence, or gross negligence, exceed the fees it received for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that is finally determined that any claims, losses or damages are the result of Wiss & Company, LLP's willful, wanton, or reckless misconduct.

Further, the City shall, upon receipt of written notice, indemnify, defend and hold harmless Wiss & Company, LLP, and its present, future, and former partners, principals, directors, employees, agents and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the City's knowing misrepresentations or false or incomplete information provided to Wiss & Company, LLP. In the event of any controversy or claim against Wiss & Company, LLP arising from or related to the services described herein, Wiss & Company, LLP shall be entitled, at its option, to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

Arbitration

The parties agree that any and all issues arising from or related to this agreement and the services described herein shall be arbitrated in accordance with the rules of the American Arbitration Association Professional Accounting & Related Services Rules. The addition of any party, not a party to this agreement, to any arbitration proceeding shall only be permitted upon the consent of both parties.

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies and court, including the right to a jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

Applicable Law

This agreement shall be governed by the Laws of the State of New Jersey.

Limitation of Liability

You agree that our liability arising out of our services provided shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy.

Mediation Clause

If any dispute arises among the parties hereto, the parties agree, as a condition precedent to any litigation to, first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes. If the parties are unable to resolve the dispute through mediation within 90 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by whatever other lawful means are available to them. Costs of any mediation proceeding shall be shared equally by all parties.

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Completion of Engagement

The parties agree that upon the receipt of each work product (i.e. financial statement by the City, the receipt of such work product shall conclude our responsibilities for that work product between the parties, and shall also be used for calculating the commencement of any applicable statutes of limitation.

Authorization

This engagement letter sets forth the entire understanding between the City and Wiss & Company, LLP regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this engagement letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

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

Very truly yours,



David A. Kaplan, Director

RESPONSE:

Accepted and agreed to:

By:

Title:

Date:

Attachment: David Kaplan, CPA -Wiss & Company Auditor (2020-37 : Appointment of Auditor 2020)



RESOLUTION NO. 2020-38

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING ACACIA FINANCIAL GROUP, INC. TO SERVE AS FINANCIAL ADVISORS FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint a Financial Advisor for the City during the year 2020; and

WHEREAS, the Mayor and Council have determined to appoint the firm of Acacia Financial Group, Inc., to serve in this capacity for the year 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Financial Advisor’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Financial Advisor in 2020 without undertaking a new “fair and open” process so long as the Financial Advisory shall not charge the City at rates higher than those charged by the firm in 2019; and

WHEREAS, Acacia Financial Group, Inc. has agreed to abide by this requirement; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services”

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

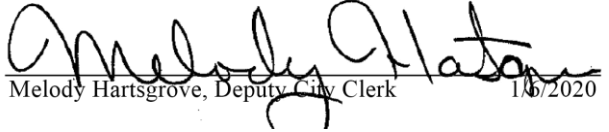
WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firm of Acacia Financial Group, Inc. is hereby appointed to serve as the Financial Advisor for the City for 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Acacia Financial Group, Inc., for the year 2020, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Acacia Financial Group, Inc.
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-38 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



6000 Midlantic Drive
Suite 410 North
Mt. Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

December 4, 2019

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Attention: Donna M. Vieiro
Interim City Manager

Dear Ms. Vieiro:

This letter agreement (this "Agreement"), dated as of _____ (the "Effective Date"), will confirm the understanding and agreement between City of Asbury Park (the "Client") and Acacia Financial Group, Inc. ("Acacia") as follows:

1. ENGAGEMENT OF ACACIA. The Client engages Acacia to perform financial advisory services in connection with the Client's issuance of bonds and/or notes and other general consulting services as required and directed by the Client (the "Advisory Services"). The following reflects the general services provided by Acacia in connection with the issuance of municipal securities. In certain transactions fewer or additional services may be required and Acacia will provide services as determined jointly between the Client and Acacia.

- a) Assist in the development of the plan of finance including: debt structure, method of sale, terms, timing, marketing and pricing.
- b) Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- c) Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks
- d) Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- e) Participate in meetings and conference calls with the working group and other parties.
- f) Advise on the credit rating strategy and assist with obtaining credit ratings.
- g) In negotiated transactions: (i) analyze and advise on pricing levels based on the client's historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.

- h) In competitive transactions: (i) assist in the overall coordination of the sale process, (ii) assist in the preparation of the notice of sale and bid specifications; (iii) conduct market outreach, (iv) apply for CUSIPs as required by MSRB G-34 and (v) independently review the bids for conformity to bid specifications and verify the true interest cost or net interest cost.
- i) Advise on direct bank loan structures including overall management of the RFP process.
- j) Assist in the evaluation and selection of underwriters/investment bankers, legal counsel, credit facility providers, trustees, verification agents, printers, and other professional service providers, including preparation of request for qualifications (RFQs) or requests for proposals (RFPs) and the evaluation of statements of qualifications, proposals or bids submitted in response thereto (if requested).
- k) Monitor and evaluate refunding opportunities with respect to the Client's outstanding obligations.
- l) For refunding transactions, submit or assist with the submission of SLGS subscriptions, evaluate the efficiency of open market securities relative to SLGS and, if necessary or appropriate, prepare bid specifications and conduct the bid process for the purchase of open market securities.
- m) Analyze proposals presented by investment bankers and other parties related to the issuance of securities (as requested).
- n) Assist the Client, bond counsel and other transaction team members with the closing of the bonds and/or notes.
- o) Provide additional services as requested by the Client.

As a registered Municipal Advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Commission ("SEC"), Acacia also proposes to serve as Client's Independent Registered Municipal Advisor ("IRMA") for the purpose of complying with the Municipal Advisor Rule of the SEC approved on September 18, 2013.

The Client hereby acknowledges and agrees that the financial models and presentations used by Acacia in performing its Advisory Services hereunder have been developed by and are proprietary to Acacia and are protected under applicable copyright laws. The Client agrees that it will not reproduce or distribute all or any portion of such models or presentations without the prior written consent of Acacia.

2. FEES AND EXPENSES.

(a) Bond Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of bonds, Acacia proposes to be compensated at a rate of \$0.85 per \$1,000 of par value issued, with a minimum fee of \$12,500 per bond issue, inclusive of expenses.

(b) Note Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of notes with an official statement and credit ratings, Acacia proposes to be compensated a flat rate of \$8,500 per note issues, inclusive of expenses. For financial advisory services rendered to the Client in connection with the sale of notes without an official statement or rating, Acacia proposes to be compensated a flat rate of \$5,000 per note issue, inclusive of expenses.

(c) Consulting Fees. For general consulting provided on projects other than the sale of bonds or notes, Acacia proposes that compensation be based upon the hourly rates established below:

<u>Title</u>	<u>Hourly Rate</u>
Co-President	\$195.00/hr.
Managing Director/Senior Vice President	\$185.00/hr.
Vice President	\$175.00/hr.
Assistant Vice President /Associate	\$165.00/hr.
Analyst	\$150.00/hr.

(d) Annual Disclosure Filing (Dissemination Agent). For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be an annual fee of \$750 billed at the time such services are rendered.

(e) Complex Financings/Transactions. If the Client requires assistance with a financing that includes a unique and/or complex structure or requires additional services or time beyond our typical scope, Acacia and the Client will in good faith negotiate the amount of the fee payable taking into account, among other things, the size, structure and complexity of the transaction.

3. INDEMNIFICATION.

(a) The Client hereby expressly agrees to indemnify and hold harmless Acacia, its affiliates and its officers, directors, partners, limited partners, members, employees, agents, consultants and controlling persons and their respective successors and assigns (Acacia and each such person being an "Indemnified Person"), from any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, including documents described in or incorporated by reference, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) arising in any manner out of or in connection with the services performed by Acacia or any other Indemnified Person or the matters that are the subject of this Agreement.

(b) The Client shall reimburse Acacia and any other Indemnified Person for all reasonable expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with the services or matters that are the subject of this Agreement (including, without limitation, in connection with asserting or enforcing rights under this Agreement and the indemnification obligations set forth herein); provided, however, that the Client shall not be liable to indemnify any Indemnified Person in respect of any loss, claim, damage, liability or expense to the extent that it is finally judicially determined that such loss, claim,

damage, liability or expense resulted directly from the gross negligence or willful misconduct of such Indemnified Person.

4. TERM AND TERMINATION.

(a) Term. The appointment and authorization of Acacia under this Agreement shall commence on the Effective Date and shall terminate at the earliest of (i) a date mutually agreed upon by the Client and Acacia in writing; or (ii) upon at least thirty (30) days' prior written notice of one party to the other parties specifying the date of termination (the "Term"). Notwithstanding any such termination of this Agreement, the Client shall remain responsible for any fees accrued during the Term, and the reimbursement of Acacia's expenses pursuant to Paragraph 2 of this Agreement incurred during the Term and not yet paid.

(b) Survival. The provisions of Paragraphs 3, 4, 7 and 8 of this Agreement shall survive the termination of this Agreement.

5. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-42

(a) Conflicts of Interest. Acacia receives compensation for municipal advisory activities to be performed that (i) is contingent upon the size of the transaction, which could create an incentive to otherwise increase the size of a transaction; or (ii) is contingent upon the closing of the transaction, which could create an incentive to otherwise close a transaction. Acacia manages this conflict by implementing written policies and procedures for supervision that ensure that Acacia adheres to its fiduciary duties to its municipal advisory clients. Acacia is not aware, after reasonable inquiry, of any other actual or potential material conflict of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of its clients in accordance with its fiduciary duties to its clients.

(b) Legal or Disciplinary Events. Acacia does not have any legal or disciplinary events that are material to a client's evaluation of Acacia or the integrity of Acacia's management or advisory personnel, nor does Acacia have any legal or disciplinary events that are required to be disclosed on its Forms MA and MA-I, which are filed with the SEC. Copies of Acacia's most recent Forms MA and MA-I are accessible on the SEC's EDGAR system Company Search Page at <https://www.sec.gov/edgar/searchedgar/companysearch.html> by searching for either Acacia Financial Group, Inc. or Acacia's CIK number, which is 0001613001. Acacia has not made any material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC since Acacia's initial filing of Form MA on July 25, 2014. On June 1, 2017, Acacia's principal place of business changed and a revised Form MA was filed on June 7, 2017 and MA-I filed on June 5, 2017.

6. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-10. Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors (such as Acacia Financial Group, Inc.) are required to provide certain written information to their municipal entity and obligated person clients which includes the following:

(a) Acacia Financial Group, Inc. is currently registered as a Municipal Advisor with the SEC and the MSRB.

(b) Within the MSRB website at www.msrb.org, municipal entity and obligated person clients of Acacia Financial Group, Inc. may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

7. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or in any way relating to this Agreement or the services rendered by Acacia (including with respect to enforcement of this Agreement) that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (the “AAA”). Arbitration proceedings shall be held in New Jersey before a single arbitrator and shall be conducted in accordance with the commercial arbitration rules of the AAA unless specifically modified herein.

8. MISCELLANEOUS.

(a) Reliance on Client Information. Acacia may conclusively rely on the accuracy and completeness of the information provided to Acacia by the Client or the Client’s representatives, including current and historical information with respect to the operations, assets, liabilities, and financial condition of the Client (the “Information”), and the Client acknowledges that Acacia has not been retained to (nor will it) independently verify any of such Information.

(b) Independent Contractor Status. The legal relationship of the Client and Acacia created by this Agreement is one of independent contractors only and no employer/employee, master-servant, co or joint ventures, licensor-licensee, partnership or other such relationship is intended or shall be deemed or construed.

(c) No Liability. The Client agrees that neither Acacia nor any of its controlling persons, affiliates, partners, directors, officers, employees, agents, advisors or consultants shall have any liability to the Client or any person asserting claims on behalf of or in right of the Client for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services to be rendered by Acacia hereunder, unless and until it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted directly from the gross negligence or willful misconduct of Acacia.

(d) Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Persons, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. Other than pursuant to Paragraph 3, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or by reason hereof.

(e) Blue Pencil/Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in a writing signed by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance.

A failure to enforce any provision of this Agreement shall not operate as a waiver of this provision or of any other provision hereof.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Client and Acacia with respect to the subject matter hereof and supersedes all prior understandings or agreements between and among the parties with respect thereto, whether oral or written, express or implied. This Agreement may not be amended or modified except in a writing signed by each of the parties hereto. No party may assign this Agreement to any entity other than an affiliated or related entity without the prior written consent of the other parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts, by original, facsimile or electronic signature, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

(h) Governing Law. THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

Contact Information:

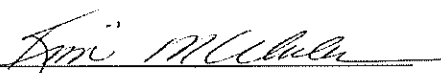
- In the event that you need to contact us on an emergency basis, please note the following:
 - Key Individual Contact – Jennifer G. Edwards
 - Phone Numbers:
 - Office – 856-234-2266
 - Cell – 856-912-2790
 - Email Addresses:
 - jedwards@acaciafin.com
 - jenedwards728@yahoo.com (back-up)
 - Alternate Mailing Address;
 - 1620 Chester Avenue, Manchester, New Jersey 08759

[Signature page to follow]

If the foregoing correctly sets forth the understanding and agreement among Acacia and the Client, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the Effective Date.

Sincerely,

ACACIA FINANCIAL GROUP, INC.

By: 
Name: Kim M. Whelan
Title: Co-President

Accepted by:

CITY OF ASBURY PARK

By: _____
Name: Donna M. Vieiro
Title: Interim City Manager

[signature page to engagement letter]

Attachment: Jennifer Edwards - Acacia Financial Advisor (2020-38 : Appointment of Financial Advisor 2020)



RESOLUTION NO. 2020-39

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING GJEM INSURANCE AGENCY, TO SERVE AS AN INSURANCE BROKERAGE/CONSULTANT/RISK MANAGER, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, there exists the need to obtain an Insurance Brokerage/Consultant/Risk Manager for the purpose of obtaining coverage for municipal risk management services and for the purpose of obtaining coverage, to include but not limited to: General Liability Insurance, Automobile Coverage and Workers' Compensation for the year 2020; and

WHEREAS, the Mayor and Council have determined to appoint GJEM Insurance Agency to serve as Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for 2020; and

WHEREAS, the City's Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services ("DLGS") concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Insurance Brokerage/Consultant/Risk Manager in 2020 without undertaking a new "fair and open" process so long as the Labor Counsel is not increasing his rates over the 2019 levels; and

WHEREAS, the Insurance Brokerage/Consultant/Risk Manager has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

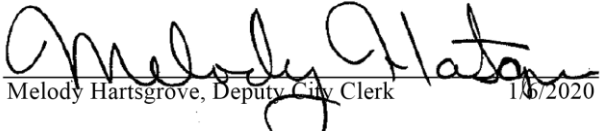
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. GJEM Insurance Agency is hereby appointed to serve as the Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and GJEM Insurance Agency for the year 2020.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. GJEM Insurance Agency
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-39 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2020 between the City of Asbury Park (hereinafter referred to as CITY) and GJEM - Otterstedt Insurance Agency, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the CITY professional risk management consulting services (as required in the bylaws of the New Jersey Intergovernmental Insurance Fund, and;

WHEREAS, the CITY desires these professional services pursuant to the resolution adopted by the governing body of the CITY at a meeting held January 6, 2020 and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the CITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the CITY in understanding the various coverages available from the New Jersey Intergovernmental Insurance Fund.
 - c) Review with the CITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the CITY's authorization, place such coverages outside the FUND.
 - d) Assist the CITY in the preparation of applications, statements of values, and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the CITY.
 - f) Review the CITY's assessment as prepared by the Fund and assist the CITY in the preparation of its annual insurance budget.
 - g) Review the loss and generally assist the Safety Committee in its loss containment objectives.

- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i) Perform any other risk management related services required by the FUND'S bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a) The CONSULTANT shall be paid a fee as compensation for services rendered, an amount equal to 6.25% of the CITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within (30) days of payment of the CITY's assessment. (Said fee is included in the CITY 's assessment).
- b) For any insurance coverages authorized by the CITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee outlined in 2 (a).

3. The term of this agreement shall be ONE (1) years. However, this agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT'S fee outlined in 2(a) above shall be prorated to date of termination.

ATTEST:

CITY:

ATTEST:

CONSULTANT:

Matthew T. Madsen

Ezio Altamura



RESOLUTION NO. 2020-40

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL APPRAISAL SERVICES TO BRB VALUATIONS PAMELA J. BRODOWSKI, MAI, ASA, CTA

WHEREAS, the City of Asbury Park (the “City”) requires professional services to be performed during the calendar year 2020 by an individual qualified to serve as the City’s real estate appraiser, who shall handle real estate appraisal work for the City on an as-needed basis per direction from the City; and

WHEREAS, the Mayor and Council have determined to appoint BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA as the City’s Real Estate Appraiser for the City for 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the City Real Estate Appraiser in 2020 without undertaking a new “fair and open” process so long as the City Engineer is not increasing his rates over the 2019 levels; and

WHEREAS, the City Real Estate Appraiser has agreed to maintain her rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;

and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

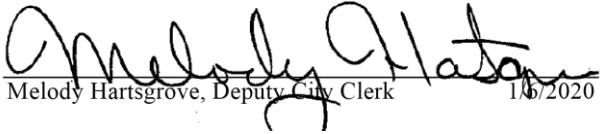
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA is hereby appointed to serve as “City Real Estate Appraiser” for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA for the aforementioned services, for the year 2020, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA
 - b. Donna Viero, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-40 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

AGREEMENT, made this _____, day of _____, 2019, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 (hereinafter "City");

AND

BRB VALUATION & CONSULTING SERVICES
 22 Windham Drive
 Eastampton, New Jersey 08060
 (hereinafter "Contractor")

WITNESSETH:

WHEREAS, the City requires professional services to be performed during the calendar year 2020 by an individual qualified to serve as the City's real estate appraiser, who shall handle real estate appraisal work for the City on an as-needed basis per direction from the City; and

WHEREAS, on January 1, 2020, the City adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Contractor without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Contractor wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Contractor to perform such real estate appraisal work as may be directed from time to time by the City, subject to the terms and conditions contained herein.

I

2. The Contractor hereby accepts this appointment and agrees to serve as the City's real estate appraiser, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Contractor for the services to be rendered, subject to the availability of funds under the City's 2020 Budget, as follows:

- (a) Court Time (per hour plus expenses) \$125.00; and
- (b) Settlement Meetings and Court Preparation
(per hour plus expenses) \$110.00.

4. Subject the approval of the City's Chief Financial Officer, the City agrees to reimburse the Contractor for all costs and expenses advanced by the Contractor during the course of this Agreement, including but not limited to copying or printing costs, messenger fees, fax costs, and similar costs and expenses. All such costs and expenses must be fully itemized by the Contractor on invoices to be submitted to the City.

5. The fees and costs paid to the Contractor shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

6. The Contractor shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

7. The Contractor is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their

contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Contractor is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Contractor to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

8. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Contractor hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Contractor shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

9. The Contractor shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

10. Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or

19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

11. Subject to the provisions of Paragraph 12 below, this Agreement shall expire on December 31, 2019, or until the appointment and qualification of a successor to the Contractor.

12. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

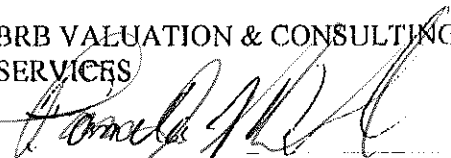
13. This Agreement is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

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

ATTESTING CLERK/WITNESS: THE CITY OF ASBURY PARK

By: _____
CIND A. DYE, City Clerk

By: _____
MAYOR JOHN B. MOOR

BRB VALUATION & CONSULTING
SERVICES
By: 
PAMELA J. BRODOWSKI, MAI, ASA, CTA
Principal



RESOLUTION NO. 2020-41

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT FOR GRANT WRITING SERVICES

WHEREAS, The City of Asbury Park (the “City”) desires to appoint a contractor(s) for Grant Writing Services, in an “as needed” basis; and

WHEREAS, Mayor and City Council, having considered the same, hereby wish to authorize the awarding of the contract to Brownfield Redevelopment Solutions (“BRS”), Incorporated, and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Financial Advisor’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Grant Writing Services in 2020 without undertaking a new “fair and open” process so long as the Financial Advisory shall not charge the City at rates higher than those charged by the firm in 2019; and

WHEREAS, BRS, Incorporated has agreed to abide by this requirement; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 6, 2020, and expiring on December 31, 2019, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services”

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

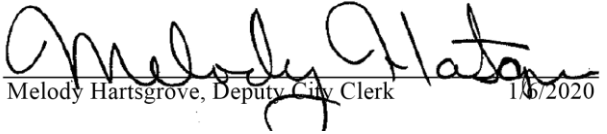
WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firms BRS, Incorporated is hereby appointed to perform Grant Writing Services for the City for 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and BRS Incorporated, for the year 2020, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRS, Incorporated
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, Chief Financial Officer
 - d. Edward Sadelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-41 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

**SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, NEW JERSEY
AND
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.**

This Service Agreement ("Agreement") is effective as of this ____ day of January 2020, by and between the **City of Asbury Park, New Jersey ("City")**, a public body corporate and politic of the State of New Jersey, having an address at **One Municipal Plaza, Asbury Park, New Jersey 07712**) and **Brownfield Redevelopment Solutions, Inc ("BRS")** having an address at 739 Stokes Road Units A&B Medford, NJ 08055, each being a "Party", and together are hereby referred to as the "Parties" to this Agreement.

WHEREAS, the City has a need for accessing grant funding for a variety of City projects and programs; and

WHEREAS, the City seeks to retain a qualified firm to research and identify available funding opportunities offered by foundations, local, state and/or federal sources, prepare and submit grant applications, and provide related support services, as requested by the City; and

WHEREAS; the City evaluated the proposal submitted by BRS to provide professional grant identification and preparation services and determined that the proposal met the needs to the City; and

WHEREAS, the City Council authorized by Resolution 2020-XX the City to enter into a professional services agreement with BRS;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Services

BRS will be responsible for services outlined in individual work assignment proposals provided to and approved by the authorized City official and Resolution 2020-XX entitled "A Resolution Awarding Professional Services Contract for Grant Writing Services", which is incorporated hereto as Attachment A.

2. Payment Schedule and Compensation

Total compensation will not exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) ("Contract Amount.").

Prior to initiating the completion of any grant application, BRS will provide the City with a cost estimate for its completion, and obtain written approval from the City to proceed.

All fees will be paid based upon the fee schedule outlined in BRS' individual work assignment proposal(s).

3. Non-Disclosure of Analysis

The City has right of ownership and dissemination of all data and other information derived from work performed in conjunction with this Agreement.

Except upon written approval of the City or otherwise stipulated herein, BRS shall not furnish or disclose to any person or organization, including but not limited to (1) any report, study, data or other information provided by or obtained from, the City in connection with this Agreement; (2) any grant application, reports, studies, recommendations, data or information relating to or made or developed in the course of the performance of this agreement; or (3) the results of the performance of any grant application, investigation and/or analysis except as may be required by law.

4. Compliance With Laws

BRS shall observe and comply with all state, local, federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use.

5. Liability Insurance

BRS shall carry and maintain in full force and effect for the duration of this Professional Service Agreement and any supplement thereto the insurance coverages set forth below:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000

for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

All insurance certificates will name the City as an additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the City.

6. Indemnification and Allocation of Risk

BRS agrees to indemnify, save and hold harmless the City, its commissioners, directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or direct damages to the extent caused by the negligent acts, omissions or misconduct of BRS, its officers, agents, employees and subcontractors in the performance of work by BRS under this Services Agreement.

7. Term of Agreement

The term of this Agreement shall be for a year from the date of execution.

8. Termination

A. Termination for Default

BRS' performance and fulfillment of its obligations under this Service Agreement shall be regularly evaluated by the City. If the City in their sole discretion determines that BRS has not met its obligations hereunder, the City reserves the right to terminate this Agreement upon giving not less than ten (10) days written notice to BRS. In the event that the City exercises their right to terminate the Agreement, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of termination of this Agreement. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of the work tasks under the Scope of Work. In the event of termination pursuant to this Paragraph, the City shall be without further liability to BRS under this Agreement. Except as to the payments provided herein, BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement.

B. Termination for Convenience

Notwithstanding the provisions of paragraph 8(a), BRS understands and agrees that City hereby reserves the right to terminate this Service Agreement at any time, for any reason whatsoever, upon giving not less than twenty (20) days written notice to. In the event that the City exercises their right to terminate the Agreement, the City shall be without further liability to BRS under this Agreement. BRS understands and agrees that it is not entitled to any damages

whatsoever in the event of termination of this Agreement. Notwithstanding the foregoing, in the event that the City exercises its right to terminate the Agreement pursuant to this Paragraph, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of the termination. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of work tasks under the Scope of Services.

9. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: _____

BY: _____
Donna M. Vieiro, Interim City Manager
City of Asbury Park, New Jersey

WITNESS: Susan K. Kline BY: _____


Michele Christina, President
BRS

ATTACHMENT A

City of Asbury Park - Resolution 2020-XX

“A Resolution Awarding Professional Services Contract for
Grant Writing Services”

Attachment: BRS -Grant Writing Service (2020-41 : grant consultant contract 2020)



RESOLUTION NO. 2020-42

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING VARIOUS FIRMS TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) is interested in appointing various architecture firms for the City for the year 2020; and

WHEREAS, the Mayor and Council have determined the following firms can meet the City's needs for architectural services for the City for 2020; and

WHEREAS, the firms are:

1. DMR Architects
2. Netta Architects

WHEREAS, this appointment does not guarantee work; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the architectural services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Municipal Architects for on-call services in 2020 without undertaking a new “fair and open” process so long as the Special Tax Counsel is not increasing his rates over the 2019 levels; and

WHEREAS, DMR Architects and Netta Architects has agreed to maintain rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has

been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

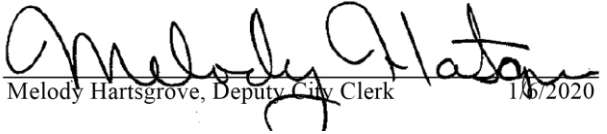
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firms of DMR Architects and Netta Architects are hereby appointed to provide architectural services for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above named firms for the aforementioned services, for the year 2020, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Architectural firms named herein
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-42 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES**between****CITY OF ASBURY PARK****and****DMR ARCHITECTS, PC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of the ____ day of January, 2020, by and between the **CITY OF ASBURY PARK**, located at 1 Municipal Plaza, Asbury Park, NJ 07712 (the "City") and **DMR ARCHITECTS**, a professional corporation, registered in the State of New Jersey, having its principal office located at 777 Terrace # 607, Hasbrouck Heights, New Jersey 07604 ("DMR").

WITNESSETH

WHEREAS, the City requires an architectural firm to provide, on-call, architectural services on an as needed basis, during the course of the term; and

WHEREAS, DMR represents that it is capable of and willing to perform such services; and

WHEREAS, the City desires to retain DMR and DMR desires to perform the required services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** DMR agrees to render and provide professional architectural services as may be required by the City and as assigned and directed by the City. Upon being presented with a project, DMR and the City will mutually agree on a scope of services, which shall be in writing and executed by the Parties. All services shall be performed in accordance with the level of care and skill of similarly architects practicing in the same locale.

2. **TERM.** Notwithstanding the date of this Agreement, the services to be provided under the terms of this Agreement shall begin on January 1, 2020, through the date of the Reorganization Meeting of the City in January, 2021. Notwithstanding anything herein to the contrary, the City may terminate this Agreement at any time during its term for cause.

3. **COMPENSATION.**

3.1. DMR shall perform professional architectural services (which may include sub-contracted engineering services) either on fixed fee as mutually agreeable by the Parties, based on the scope

of services, or on an Hourly Billing basis, pursuant to the hourly rates set forth in Exhibit D and attached hereto. The Parties shall mutually agree on the methodology of compensation. All services authorized by City shall be billed to the City on a monthly basis. Payment shall be due on a 30 day basis.

3.2. Reimbursement of Expenses. DMR shall be reimbursed for reasonable and necessary expenses incurred in connection with the services rendered, with a ten percent markup and a prevailing IRS reimbursable mileage rates.

4. SUBCONTRACTS. DMR agrees that it shall not perform any portion of the professional architectural services that are the subject of this Agreement through the use of sub-consultants. Should a project require engineering services or other related services, DMR shall retain a sub-consultant for these services.

5. INSURANCE. DMR shall maintain professional liability/errors and omissions/ malpractice insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission and negligence of its officers, agents, representatives, assigns and subcontractors, and submit proof of such coverage to the City at the time of execution of this Agreement.

6. INDEMNIFICATION. DMR shall indemnify and hold the City, its members, directors, officers, employees, agents and servants harmless from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments, orders or decrees arising from or as a result of any acts or omissions of DMR, its members, directors, officers, employees, agents, servants, independent contractors or subcontractors.

7. INDEPENDENT CONTRACTOR. It is understood that DMR is an independent contractor and engaged in the operation of its own businesses. Except as specifically set forth herein, DMR is not to be considered the agent of the City for any purpose whatsoever, and, except as specifically set forth herein, DMR has no authority to enter into any contract or assume any obligation for the City or to make any warranty or representation on behalf of the City. DMR shall be fully responsible for its own employees, servants and agents, who shall not be deemed to be employees, servants or agents of the City for any purpose whatsoever.

8. AFFIRMATIVE ACTION. DMR shall comply with the requirements of all applicable statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers, and in particular, with the provisions of NJSA 10:5-31 et seq. (P.L. 1975, C. 127) and NJAC 17:27. The parties to this Agreement agree to incorporate into this Agreement the mandatory language of the Regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time

and incorporated herein as Exhibit A, as evidenced by Exhibit B.

9. **AMERICANS WITH DISABILITIES ACT.** DMR shall comply with the requirements of the Americans with Disabilities Act of 1990. The parties to this Agreement agree to incorporate into this Agreement the language set forth as Exhibit C.

10. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, DMR has and shall continue to comply with N.J.A.C. 6A:23A-6.3(a)1 *et seq.* and any applicable City ordinances (i.e., §2-76 *et seq.*), bylaws or resolutions regarding campaign contributions. DMR represents that is has not made a contribution to any member of the City that is reportable pursuant to N.J.S.A. 19:44A-1 *et seq.* during the one-year period prior to the commencement of the term of this Agreement that would bar the award of this Agreement, and shall not make a reportable contribution to any member of the City during the term of this Agreement in violation of N.J.A.C. 6A:23A-6.3(a)2. DMR also acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 in the event DMR receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of DMR to determine if such a filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. **CONFIDENTIALITY.** All information obtained, learned, developed or filed in connection with the professional services to be provided hereunder, including data contained in official files or records, shall be kept confidential by DMR and shall not be disclosed to any third party except with the prior written consent of the City, or as authorized or required by law. All reports, information or data, furnished to or prepared, assembled or used by DMR under this Agreement shall be kept confidential by DMR, and shall not be published or made available to any person or party without the prior written consent of the City or as authorized or required by law.

12. **NO CONFLICTS.** DMR represents that the execution and delivery of this Agreement and performance of the obligations set forth in this Agreement: (i) shall not be a breach or violation of any agreement to which DMR is a party; and (ii) does not conflict with any agreement or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting DMR.

13. **ASSIGNMENT.** Neither of the parties shall assign this Agreement without the prior written consent of the non-assigning party.

14. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the City and DMR. This Agreement replaces and cancels any previous agreements between the parties. All prior

and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

15. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

16. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law provisions.

17. **COUNTERPARTS.** This document may be executed in any number of counterparts any one of which shall constitute an original hereof. When counterparts have been executed by all parties, they shall have the same effect as if the signatures thereto and hereto were upon the same document. The parties agree that all such signatures may be transferred to a single document for purposes of convenience and/or recording.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the day and year first above written.

Attest:

CITY OF ASBURY PARK

By: _____
Name:
Date:

Attest:

DMR ARCHITECTS

By: _____
Name:
Title:
Date:



RESOLUTION NO. 2020-43

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING MEMBERS TO THE PLANNING BOARD (CLASS III AND IV)

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

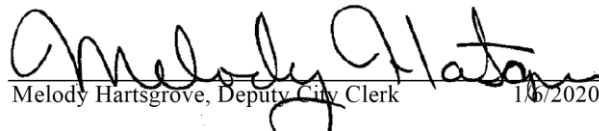
WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Planning Board, effective as of January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That, effective as of January 1, 2020, **Council Member Yvonne Clayton** is hereby appointed to serve as the **Class III** member of the Planning Board, for a term of one (1) year, or until the completion of her term of office, whichever occurs first.
2. That, effective as of January 1, 2020, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class IV** member(s) of the Planning Board, for a term of four (4) years:
 - **Trudy Syphax** - Term to expire on **December 31, 2023**
3. That a certified copy of this Resolution shall be provided to each appointed member, Planning Board Secretary and City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-43 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 6th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-44

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to N.J.S.A. 40:55D-69, et seq., and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

WHEREAS, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

WHEREAS, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of January 6, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

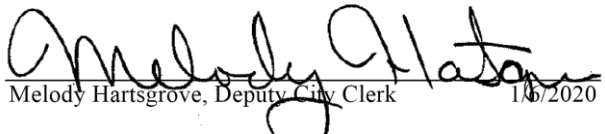
1. Effective as of January 6, 2020, the following resident(s) of the City of Asbury Park is/are hereby appointed as **regular member(s)** of the Zoning Board of Adjustment, for a term of four (4) years:
 - Christopher Avalone- Term to expire on **December 31, 2023**
2. Effective as of January 3, 2019, the following resident(s) of the City of Asbury Park is/are hereby appointed to serve as **alternate member(s)** of the Zoning Board of Adjustment, for a term of (2) years:
 - **“Alternate No. 1”** - Timothy Szylak - Term to expire on **December 31, 2021**

3. A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Zoning Board of Adjustment Secretary.
- c. Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-44 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-45

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT TO THE BUSINESS ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Business Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2020 through December 31, 2020; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as

follows:

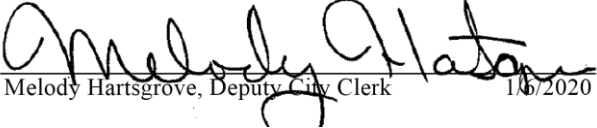
1. A "Business Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Deputy Mayor Amy Quinn	12/31/2020
Jenn Hampton	12/31/2020
Bianca Freda	12/31/2020
Kathy Kelly	12/31/2020
Marilyn Schlossback	12/31/2020
Russell Lewis	12/31/2020
Reggie Flimlin	12/31/2020
Jackie Sharpe	12/31/2020
Phyllis Maffucci	12/31/2020
Isaac Jones	12/31/2020
Adam Nelson	12/31/2020
Sylvia Sylvia Cioffi	12/31/2020
Austin Leopold	12/31/2020
Jamie Soto	12/31/2020
Robin Elliot-Preston	12/31/2020
Larry Dembrun	12/31/2020

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-45 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 8th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/8/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-46

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING APPOINTMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Community Development Block Grant Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be review Community Development Block Grant applications and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2019 and shall expire December 31, 2019; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and

Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

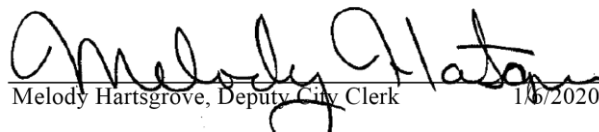
1. A "Community Development Block Grant Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2020
Deputy Mayor Amy Quinn	12/31/2020
Cassandra Dickerson	12/31/2020
Leesha Floyd	12/31/2020

3. A certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-46 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-47

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV COMMITTEE”

WHEREAS, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

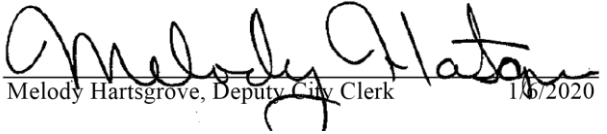
1. That the following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Jess Alaimo	12/31/2022
Danielle Bulluck	12/31/2022

3. That a certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-47 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-48

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “DEAL LAKE COMMISSION”

WHEREAS, pursuant to Section 2-46 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Deal Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Deal Lake Commission for a one-year term:

1. The following individuals are hereby appointed to serve on the Commission:

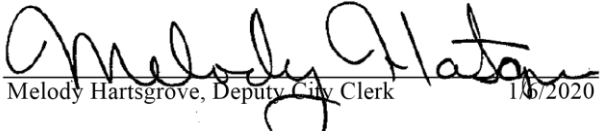
Jeannie Toher, Regular Member	Term Expires: 12/31/2020
William Hodges, Alt. 1 Member	Term Expires: 12/31/2020

2. A certified copy of this Resolution shall be provided to each of the following:

- a. Donna Vieiro, City Manager
- b. Deal Lake Commission

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-48 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 6th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-49

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE PUBLIC ART COMMISSION

WHEREAS, pursuant to Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Public Art Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Public Art Commission for the term referenced:

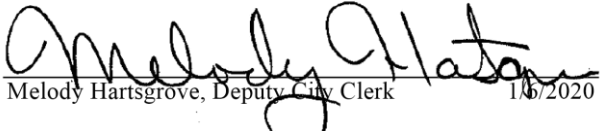
<u>Appointee</u>	<u>Term to Expire</u>
Angie Sugrim (Alt. 1)	December 31, 2021
Sancha Gray	December 31, 2022
Malcom Navias	December 31, 2022

BE IT FURTHER RESOLVED, that the Committee shall operate in accordance with the provisions set forth in Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-49 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-50

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING APPOINTMENTS TO THE MAYOR'S WELLNESS COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Mayor’s Wellness Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be for January 1, 2019 and expire December 31, 2019; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

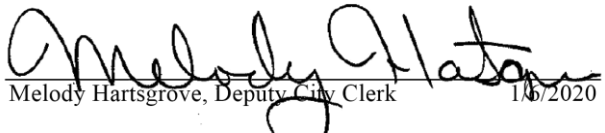
1. A "Mayor's Wellness Committee" is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2020
Michael Manzella, Mgr. Rep.	12/31/2020
Lisa Lee	12/31/2020
Wendi Glassman	12/31/2020
Allison Cerco	12/31/2020
Vishal Sood	12/31/2020
Douglas Eagles	12/31/2020
Lorraine Pearlman	12/31/2020
Adrian Searight	12/31/2020

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-50 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-51

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING APPOINTMENTS TO THE “ENVIRONMENTAL/SHADE TREE COMMISSION”

WHEREAS, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individuals are hereby appointed to serve on the Commission:

Appointee

Term to Expire

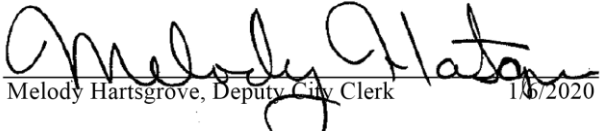
Ellen Gaynor
Tom Pivinski

December 31, 2024
December 31, 2024

2. That a certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-51 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-52

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING APPOINTMENTS TO THE CITY OF ASBURY PARK GREEN TEAM

WHEREAS, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

WHEREAS, the Green Team will meet on a as needed basis; and

WHEREAS, the City Manager or his/her designee shall serve as chairperson; and

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Asbury Park Green Team for a period as needed.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

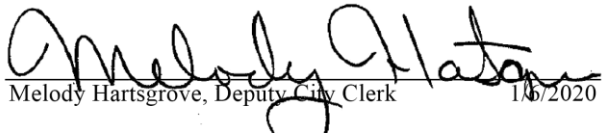
1. That the following individuals are hereby appointed to serve on the Green Team:

City Manager or designee, Chairperson
Director of Planning and Redevelopment or designee
Chairperson of the Environmental Shade Tree Commission or designee
Chairperson of the Asbury Park Business Committee or designee
Councilwoman Eileen Chapman or designee
Yvonne Adams
Derek Minno Bloom
Tara Gyorfy
Isaac Jones
Michael Castellano
Kathleen Mumma
Diana Pittet
Joe Grillo

2. That a certified copy of this Resolution shall be provided to Donna Vieiro, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-52 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-53

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO THE “SUNSET LAKE COMMISSION”

WHEREAS, pursuant to Section 2-47 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Sunset Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Sunset Lake Commission:

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

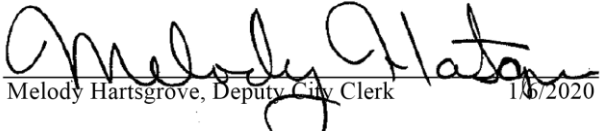
1. That the following individuals are hereby appointed to serve on the Commission:

Jamie Nadell
Mark Ax
Susan Henderson
Sam Berzok

Term Expire: 12/31/2021
Term Expire: 12/31/2021
Term Expire: 12/31/2021
Term Expire: 12/31/2021

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-53 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-54

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO THE PARKING ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Parking Advisory Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study the existing parking conditions within the City and to provide consultative and advisory assistance to the Mayor and Council concerning parking issues within the City; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be for January 1, 2020 and expire December 31, 2020; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as

follows:

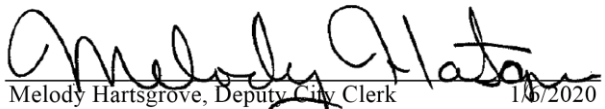
1. A "Parking Advisory Committee" is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2020
Michael Manzella (Chair)	12/31/2020
Gene Dello	12/31/2020
Barbara Krzak	12/31/2020
Maggie Quinton	12/31/2020
William West	12/31/2020
Bret Morgan	12/31/2020
Jordan Modell	12/31/2020
Jill Potter	12/31/2020

3. A certified copy of this Resolution shall be provided to each appointed member and Michael N. Capabianco, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-54 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/8/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-55

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING APPOINTMENTS TO “CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE”

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Code Enforcement/Quality of Life Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2019 and shall expire December 31, 2019; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A "Code Enforcement/Quality of Life Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Council Member Yvonne Clayton	12/31/2020
Council Member Eileen Chapman	12/31/2020
Norman Robertson	12/31/2020
Trudy Syphax	12/31/2020
Greg Hopson	12/31/2020
Melanie Chongolola-Nestor	12/31/2020
Patricia Zanellato	12/31/2020
Ilene Schwaber	12/31/2020
Tara Gyorfy	12/31/2020
Diane Shelton	12/31/2020
Earl Plante	12/31/2020

3. A certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-55 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2019.


Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-56

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2019 BUDGET

WHEREAS, it has been determined that various line items within the 2019 fiscal year appropriation reserve operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, New Jersey Statute 40A:4-59 allows for the transfer of funds between line items during the two months during the first three months of the following year.

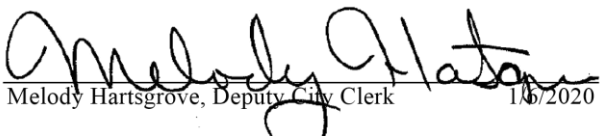
NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Chief Financial Officer is hereby authorized to make the following budget transfers:

	From	To
Current Fund:		
General Administration OE	\$25,000.00	
Workers Compensation Insurance	26,000.00	
Finance OE		\$50,000.00
Municipal Court OE		1,000.00

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a certified copy to the Chief Financial Officer and the City Auditor.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-56 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-57

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF TAX SALE
CERTIFICATE #19-00062 DUE TO TAX OVERBILL BLOCK 1004 LOT 2**

WHEREAS, Certificate of Sale #19-00062 was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes & sewer charges on Block 1004 Lot 2 commonly known as 115 De Witt Avenue, at a Tax Sale held on December 19, 2019; and

WHEREAS, by the way of evidence that there was an overbill on 2019 taxes in the amount of \$3,089.10 on the third and fourth quarters; and

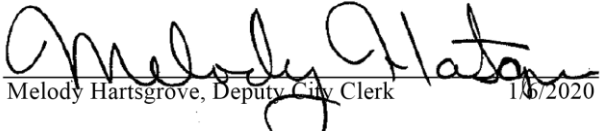
WHEREAS, Tax Collector requests to cancel tax sale certificate #19-00062 that was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes & sewer charges on said parcel due to erroneous delinquency amount of said tax sale certificate; and

WHEREAS, Tax Collector requests to refund tax sale certificate #19-00062 in the amount of \$6,702.35 plus a \$1,200.00 premium to SB Muni Cust % LB-Honey Badger and change lien account status to canceled; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to cancel and refund tax sale certificate #19-00062 in the amount of \$6,702.35 plus a \$1,200.00 premium to SB Muni Cust % LB-Honey Badger and change lien account status to canceled.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-57 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

5.2.32.a
CERTIFICATE

No. 19-00062

I, **TYRONE A. YOUNG, CTC** of **ASBURY PARK**, COLLECTOR OF TAXES of the taxing district of the **COUNTY of MONMOUTH** and State of New Jersey, do hereby certify that the **19th** day of **December**, **2019** at a public sale of lands delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to **SB MUNI CUST % LB-HONEY BADGER**

whose address is **P.O. BOX 31191, TAMPA, FL 33631-3191**

for **Six Thousand Seven Hundred Two** dollars and **Thirty Five** cents, the la in said taxing district described as Block No. **1004** Lot No. **2** and known as **115 DE WITT AVENUE**, on the duplicate thereof and assessed thereon to **WEST SIDE COMMUNITY CENTER ASSOCIAT**

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2019			
	<u>3,089.10</u>	0.00	3,089.10
Sewer	3,286.25	177.00	3,463.25
Assessments For Improvements			
Total Cost of Sale	150.00		150.00
Total			6,702.35
Premium (if any) Paid	1,200.00		

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of **0.00** per centum per annum from the date of sale, and the costs incurred by the purchaser as defined statute. The sale is subject to municipal charges accruing after **November 1, 2019** municipal authority charges accruing after **November 1, 2019** and assessments installments not yet due, amounting to **0.00** dollars and interest thereon

IN WITNESS WHEREOF, I have hereunto set my hand and seal this **19th** day of **December**, **2019**

STATE OF NEW JERSEY

COUNTY OF: **MONMOUTH**

TYRONE A. YOUNG, CTC, COLLECTOR OF TAX

BE IT REMEMBERED, that on this **19th** day of **December**, **2019** before me, Notary Public of New Jersey, personally appeared **TYRONE A. YOUNG, CTC** the Collector of Taxes of the taxing district of **CITY OF ASBURY PARK** in the County of **MONMOUTH** who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By: **TYRONE A. YOUNG, CTC**, PREPARER **FAITH D. PEAR**, NOTARY PUBLIC

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public who takes the acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.

**Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00062
due to Tax Overbill Block 1004 Lot 2**

WHEREAS, Certificate of Sale #19-00062 was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes & sewer charges on Block 1004 Lot 2 commonly known as 115 De Witt Avenue, at a Tax Sale held on December 19, 2019; and

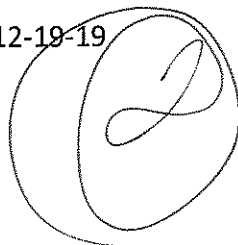
WHEREAS, by the way of evidence that there was an overbill on 2019 taxes in the amount of \$3,089.10 on the third and fourth quarters; and

WHEREAS, Tax Collector requests to cancel tax sale certificate #19-00062 that was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes & sewer charges on said parcel due to erroneous delinquency amount of said tax sale certificate; and

WHEREAS, Tax Collector requests to refund tax sale certificate #19-00062 in the amount of \$6,702.35 plus a \$1,200.00 premium to SB Muni Cust % LB-Honey Badger and change lien account status to canceled; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to cancel and refund tax sale certificate #19-00062 in the amount of \$6,702.35 plus a \$1,200.00 premium to SB Muni Cust % LB-Honey Badger and change lien account status to canceled.

Prepared by Tyrone A. Young, CTC on 12-19-19



December 19, 2019
06:41 PM

CITY OF ASBURY PARK
Adjustment Batch Verification Listing

5.2.32.a
Page No: 1

Batch Id: TRANSFER

Block/Lot/Qual	Yr/Prd/Instl	Tran	Date	Code	Ded	Type	Description	Acct Id	Owner Name	Principal	Install	Int	Interest	Total	\$
1004.	2.					Tax			WEST SIDE COMMUNITY CENTER ASSOCIAT						
	2020	1	12/19/19	063		2019 Overbill	ADJ			3,089.10		0.00	0.00	3,089.10	

There are NO errors in this listing.

Attachment: Reso Cancel- Refund TSC 19-00062 LB Honey Badger 12-19-19 FILE (2020-57 : Resolution Authorizing Cancellation and Refund of

December 19, 2019
06:41 PM

CITY OF ASBURY PARK
Adjustment Batch Verification Listing

Page No: 2

Code	Description	Count	Principal	Install Int	Interest	Total	Ded Count
Total for Year 2020							
063	TRANSFER OVERPAYMENT	<u>1</u>	<u>3,089.10</u>	<u>0.00</u>	<u>0.00</u>	<u>3,089.10</u>	
		1	3,089.10	0.00	0.00	3,089.10	
Totals for All Years:							
		1	3,089.10	0.00	0.00	3,089.10	

Attachment: Reso Cancel- Refund TSC 19-00062 LB Honey Badger 12-19-19 FILE (2020-57 : Resolution Authorizing Cancellation and Refund of

December 19, 2019
06:42 PM

CITY OF ASBURY PARK
Adjustment Batch Update Report

Batch: TRANSFER	Updated Entries:	1	Ref Num:	31061
Updated Prin: 3,089.10	Updated Instl Int:	0.00	Updated Interest:	0.00

December 19, 2019
06:43 PM

CITY OF ASBURY PARK
Tax Account Detail Inquiry

5.2.32.a
Page No: 1

After adjustment

BLQ: 1004. 2. Tax Year: 2019 to 2020
Owner Name: WEST SIDE COMMUNITY CENTER ASSOCIAT Property Location: 115 DE WITT AVENUE

Tax Year: 2019	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,544.55	1,544.55	1,544.55-	1,544.55-	0.00
Payments:	1,544.55	1,544.55	0.00	0.00	3,089.10
Balance Adjust:	0.00	0.00	1,544.55	1,544.55	3,089.10
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2019 Prin Bal
		Description								
		Original Billed						0.00		0.
10/18/19	3	Adjustment	063			30692	24 TRANSFER	1,544.55	0.00	1,544.
		Trans 19Q3 to Q4								
10/18/19	4	Adjustment	063			30692	25 TRANSFER	1,544.55-	0.00	0.
		Trans 19Q3 to Q4								
11/13/19	4	Adjustment	063			30909	29 TRANSFER	3,089.10	0.00	3,089.
		Trans 19Q4 to 20Q1								
12/19/19	1	Payment	TST		CK	31060	334 TAXSALE	1,544.55	0.00	1,544.
		2019 TAX SALE PYMTS								
12/19/19	2	Payment	TST		CK	31060	335 TAXSALE	1,544.55	0.00	0.
		2019 TAX SALE PYMTS								

Tax Year: 2020	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Payments:	0.00	0.00	0.00	0.00	0.00
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2020 Prin Bal
		Description								
		Original Billed						0.00		0
11/13/19	1	Adjustment	063			30909	30 TRANSFER	3,089.10-	0.00	3,089
		Trans 19Q4 to 20Q1								
12/19/19	1	Adjustment	063			31061	1 TRANSFER	3,089.10	0.00	0
		2019 Overbill ADJ								

Total Principal Balance for Tax Years in Range: 0

Miscellaneous Payments for Date Range 01/01/19 to 12/31/20:										
Date	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	To	
	Description									
12/19/19	Payment	MYZ		CK	31060	333 TAXSALE	0.00	150.00	150	
	TAX SALE COST									
12/19/19	Payment	PRM		CK	31060	336 TAXSALE	1,200.00	0.00	1,200	
	2019 TAX SALE PYMTS									
									1,350.00	



RESOLUTION NO. 2020-58

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE PURCHASE OF RADIOS FOR THE AERIAL LADDER FIRE TRUCK

WHEREAS, the City has a need to purchase radios for the new aerial ladder fire truck;
and

WHEREAS, the City has obtained the attached quote from Motorola Solutions Inc. c/o Wireless Communications & Electronics, off of the N.J. State Contract 83909 at a total cost of \$7,195.75; and

WHEREAS, the City desires to purchase radios for the aerial ladder fire truck; and

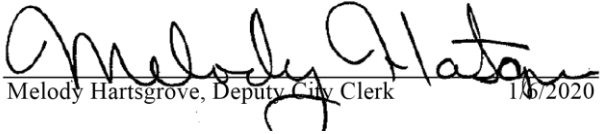
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-008.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$7,195.75; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the CFO, City Manager, Fire Chief and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-58 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 6th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



QUTOE DATE: December 23, 2019

Quote #: Q51719-MR-1223-02

ITEM: ALL BAND MOBILE

State of New Jersey Contract

RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

Motorola Proposal- State of New Jersey Contract #83909

PLEASE MAKE PURCHASE ORDER OUT TO:
NEW JERSEY CONTRACT #83909VENDOR:
MOTOROLA SOLUTIONS, INC.
C/O WIRELESS C&E
153 Cooper Rd.
West Berlin, NJ 08091Attn: Bob Resetar
E-MAIL: bresetar@wirelessce.com
Tel# 609-203-1053
Ofc: 732-926-1000x400

Bill To	Ship To	Ultimate Destination	Quote Provided To
City of Asbury Park Fire Department 800 Main Street Asbury Park, NJ 07712	City of Asbury Park Fire Department 800 Main Street Asbury Park, NJ 07712	City of Asbury Park Fire Department 800 Main Street Asbury Park, NJ 07712	City of Asbury Park Fire Department 800 Main Street Asbury Park, NJ 07712
			Chief Robert Pasquariello robert.pasquariello@cityofasburypark.com

1 Quantity

Line Number	Commodity Code	Model Number	Description	Qty	List Unit Price	List Extended Price	T-0109 Disc. %	T-0109 Discount Unit Price	T-0109 Extended Total
APX8500 ALL BAND MOBILE									
00003	726-88-085633	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	\$ 4,770.00	\$ 4,770.00	25%	\$ 3,577.50	\$ 3,577.50
00003	726-88-085633	G806BL	ENH: ASTRO DIGITAL CAI OP APEX	1	\$ 515.00	\$ 515.00	25%	\$ 386.25	\$ 386.25
00003	726-88-085633	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	1	\$ 5.00	\$ 5.00	25%	\$ 3.75	\$ 3.75
00003	726-88-085633	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	1	\$ 492.00	\$ 492.00	25%	\$ 369.00	\$ 369.00
00003	726-88-085633	G201AA	ADD: IMPACT GREEN COLOR HOUSING (O2)	1	\$ 25.00	\$ 25.00	25%	\$ 18.75	\$ 18.75
00003	726-88-085633	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$ -	\$ -	25%	\$ -	\$ -
00003	726-88-085633	G66	ADD: DASH MOUNT	1	\$ 125.00	\$ 125.00	25%	\$ 93.75	\$ 93.75
00003	726-88-085633	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	\$ 95.00	\$ 95.00	25%	\$ 71.25	\$ 71.25
00003	726-88-085633	G892	ENH: HAND MIC, GCAI WATER RESISTANT	2	\$ 72.00	\$ 144.00	25%	\$ 54.00	\$ 108.00
00003	726-88-085633	G831	ADD: SPKR 15W WATER RESISTANT	2	\$ 60.00	\$ 120.00	25%	\$ 45.00	\$ 90.00
00003	726-88-085633	G996	ENH: OVER THE AIR PROVISIONING	1	\$ 100.00	\$ 100.00	25%	\$ 75.00	\$ 75.00
00003	726-88-085633	G51	ENH: SMARTZONE OPERATION APX6500	1	\$ 1,200.00	\$ 1,200.00	25%	\$ 900.00	\$ 900.00
00003	726-88-085633	G361	ADD: P25 TRUNKING SOFTWARE	1	\$ 300.00	\$ 300.00	25%	\$ 225.00	\$ 225.00
00003	726-88-085633	GA00580	ADD: TDMA OPERATION	1	\$ 450.00	\$ 450.00	25%	\$ 337.50	\$ 337.50
00025	920-37-085644	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	1	\$ 750.00	\$ 750.00	0%	\$ 750.00	\$ 750.00
00027	920-37-085646		Code Plug Setup and programming	1	\$ 140.00	\$ 140.00		\$ 140.00	\$ 140.00
00028	920-46-085647	GA00318	ADD: 3 YR SFS COMPREHENSIVE	1	\$ 400.00	\$ 400.00	0%	\$ 400.00	\$ 400.00
00032	961-53-085650		Volume Discount MONMOUTH COUNTY	1	\$ (350.00)	\$ (350.00)	0%	\$ (350.00)	\$ (350.00)
Total Price for Mobile									\$ 7,195.75
00002	726-88-085633								
00003	726-88-085633	\$6,255.75							
00008	726-16-085634								
00013	726-90-085643								
00025	920-37-085644	\$ 750.00	<i>Signature Must be on Purchase Order</i>						
00027	925-36-085646	\$ 140.00							
00028	920-46-085647	\$ 400.00	1.Terms are Net 30 Days as shipped						
00032	961-53-085650	\$ (350.00)	2.Terms and Prices are quoted from the Motorola NJ State Contract #83909						
Grand Total		\$7,195.75					Order Grand Total		\$7,195.75

Attachment: Motorola Solutions co Wireless C&E (2020-58 : Authorizing the purchase of Radios for the

**RESOLUTION NO. 2020-59**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION APPROVING AN AGREEMENT FOR SERVICES CONTRACT WITH
ROK INDUSTRIES, INC. D/B/A NJTAXLIENINVESTOR.COM, FOR INTERNET-
BASED ELECTRONIC TAX SALE PROCESSING FOR 2020**

WHEREAS, there exists a need for a vendor to administer tax lien services related to electronic tax sale pilot program for the City of Asbury Park's annual tax sale to be held in December of 2020; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), such services are considered "Professional Services" as within the scope of a licensed and regulated profession; and

WHEREAS, Pursuant to N.J.S.A. 54:5-19.1(c) ROK Industries, Inc. d/b/a NJTaxlieninvestor.com has qualified as an eligible vendor subject to the rules and regulations promulgated by the Director of Local Government Services; and

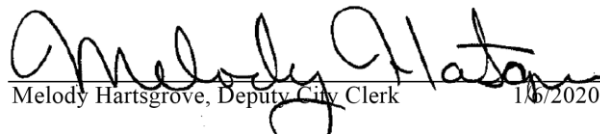
WHEREAS, funds are available for this purpose in the Tax Collectors Tax Sale Budget line item and certification of availability of funds shall be made by the Chief Financial Officer or her designee at such time as services are ordered or otherwise called for;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that a contract for professional services be and hereby is awarded to ROK Industries, Inc. d/b/a NJTaxlieninvestor.com 306 Harlingen Road, Belle Mead, NJ 08502, at a fee not to exceed \$15.00 per item listed, in accordance with their proposed contract; and that this resolution is expressly contingent upon the negotiation and execution of the necessary contract

documents between ROK Industries, Inc. d/b/a NJTaxlieninvestor.com and the City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-59 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO.

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF REAPPOINTMENT OF ERICK AGUIAR TO THE POSITION OF TAX ASSESSOR AND ESTABLISHMENT OF TENURE

WHEREAS, Erick Aguiar was duly appointed and confirmed to the position of Tax Assessor on January 1, 2015 for a four (4) year term in accordance with N.J.S.A. 40A:9-146, et seq. and Section 2-6.13 of the Asbury Park City Code; and

WHEREAS, Erick Aguiar is a certified Tax Assessor and has satisfied the continuing education requirements for said certification; and

WHEREAS, the City Council is desirous of reappointing Erick Aguiar as Tax Assessor for the City of Asbury Park effective January 1, 2020; and

WHEREAS, this reappointment has occurred within 60 (sixty) days of the expiration of the three-year term identified above.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey as follows:

1. Erick Aguiar is hereby reappointed to the position of Tax Assessor of the City of Asbury Park.
2. Erick Aguiar is and has upon this reappointment attained tenure pursuant to N.J.S.A. 40A:9-146, et. seq.
3. Erick Aguiar's appointment shall be subject to the requirements set forth in the Memorandum of Understanding ("MOU") executed between the City and the State Division of Local Government Services concerning the transitional aid that is received by the City on an annual basis.
4. A certified copy shall be provided to:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, Chief Financial Officer
 - c. Erick Aguiar, Tax Assessor
 - d. Mary Kay Callahan, Personnel Officer
 - e. Matthew Clark, County Tax Administrator

- f. Director of the NJ Division of Local Government Services
- g. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-60

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION AWARDING A CONTRACT FOR U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE HAZARDOUS SUBSTANCES ASSESSMENT GRANT AND COMMUNITY-WIDE PETROLEUM ASSESSMENT GRANT SERVICES

WHEREAS, the City has a need for accessing environmental services for the implementation of US Environmental Protection Agency Brownfields Community -Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant; and

WHEREAS, the City evaluated the proposal submitted by BRS to provide the necessary environmental services to the City; and

WHEREAS, The City Council authorized by Resolution 2019-36 the City to enter into a professional services agreement with BRS:

WHEREAS, the Chief Financial Officer has certified that funds are available through a grant from the United States Department of Environmental Protection Agency; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Grant Writing Services in 2020 without undertaking a new “fair and open” process so long as Brownfield Redevelopment Solutions, Inc. shall not charge the City at rates higher than those charged by the firm in 2019; and

WHEREAS, BRS, Incorporated has agreed to abide by this requirement; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 6, 2020, and expiring on December 31, 2019, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

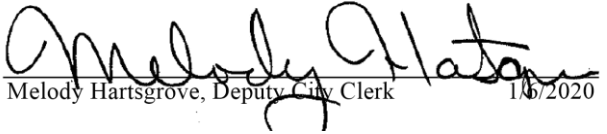
WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The firms BRS, Incorporated is hereby appointed to perform Environmental Services for the City for 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and BRS Incorporated, for the year 2020, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRS, Incorporated
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, Chief Financial Officer
 - d. Edward Sadelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-60 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

**SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, NEW JERSEY
AND
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.**

This Service Agreement ("Agreement") is effective as of this ____ day of January 2020, by and between the **City of Asbury Park, New Jersey ("City")**, a public body corporate and politic of the State of New Jersey, having an address at **One Municipal Plaza, Asbury Park, New Jersey 07712**) and **Brownfield Redevelopment Solutions, Inc ("BRS")** having an address at 739 Stokes Road Units A&B Medford, NJ 08055, each being a "Party", and together are hereby referred to as the "Parties" to this Agreement.

WHEREAS, the City has a need for accessing environmental services for the implementation of the US Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant; and

WHEREAS; the City evaluated the proposal submitted by BRS to provide the necessary environmental services to the City; and

WHEREAS, the City Council authorized by Resolution 2020-XX the City to enter into a professional services agreement with BRS;

WHEREAS, the anticipated term of this contract is for one year, to expire one (1) year from the date of execution;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Services

BRS will be responsible for services outlined in "**Proposed Scope of Work**" section of Brownfield Redevelopment Solutions, Inc. "Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant" dated December 1, 2016, which is incorporated hereto as Attachment A; and Resolution 2020-XX entitled "A Resolution For U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services", which is incorporated hereto as Attachment B.

2. Payment Schedule and Compensation

Total compensation will not exceed Two Hundred Five Thousand Dollars (\$205,000) ("Contract Amount.").

All fees will be paid based upon the fee schedule outlined in BRS' proposal incorporated into Attachment A.

3. Non-Disclosure of Analysis

The City has right of ownership and dissemination of all data and other information derived from work performed in conjunction with this Agreement.

Except upon written approval of the City or otherwise stipulated herein, BRS shall not furnish or disclose to any person or organization, including but not limited to (1) any report, study, data or other information provided by or obtained from, the City in connection with this Agreement; (2) any grant application, reports, studies, recommendations, data or information relating to or made or developed in the course of the performance of this agreement; or (3) the results of the performance of any grant application, investigation and/or analysis except as may be required by law.

4. Compliance With Laws

BRS shall observe and comply with all state, local, federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use.

5. Liability Insurance

BRS shall carry and maintain in full force and effect for the duration of this Professional Service Agreement and any supplement thereto the insurance coverages set forth below:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

All insurance certificates will name the City as an additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the City.

6. Indemnification and Allocation of Risk

BRS agrees to indemnify, save and hold harmless the City, its commissioners, directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or direct damages to the extent caused by the negligent acts, omissions or misconduct of BRS, its officers, agents, employees and subcontractors in the performance of work by BRS under this Services Agreement.

7. Term of Agreement

The term of this Agreement shall be for a one year period from the date of execution.

8. Termination

A. Termination for Default

BRS' performance and fulfillment of its obligations under this Service Agreement shall be regularly evaluated by the City. If the City in their sole discretion determines that BRS has not met its obligations hereunder, the City reserves the right to terminate this Agreement upon giving not less than ten (10) days written notice to BRS. In the event that the City exercises their right to terminate the Agreement, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of termination of this Agreement. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of the work tasks under the Scope of Work. In the event of termination pursuant to this Paragraph, the City shall be without further liability to BRS under this Agreement. Except as to the payments provided herein, BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement.

B. Termination for Convenience

Notwithstanding the provisions of paragraph 8(a), BRS understands and agrees that City hereby reserves the right to terminate this Service Agreement at any time, for any reason whatsoever, upon giving not less than twenty (20) days written notice to. In the event that the City exercises their right to terminate the Agreement, the City shall be without further liability to BRS under this Agreement. BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement. Notwithstanding the foregoing, in the event that the City exercises its right to terminate the

Agreement pursuant to this Paragraph, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of the termination. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of work tasks under the Scope of Services.

9. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: _____

BY: _____
Donna M. Vieiro, Interim City Manager
City of Asbury Park, New Jersey

WITNESS: Susan Thelen BY: _____

Michele Christina
Michele Christina, President
BRS

ATTACHMENT A

Brownfield Redevelopment Solutions, Inc.

Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant
dated December 1, 2016

Attachment: BRS-EPA Brownfield Grant (2020-60 : BRS-EPA Brownfield Grant)

ATTACHMENT B

City of Asbury Park - Resolution 2020-XX

A Resolution For U.S. Environmental Protection Agency Brownfields Community-Wide
Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment
Grant Services

Attachment: BRS-EPA Brownfield Grant (2020-60 : BRS-EPA Brownfield Grant)



RESOLUTION NO. 2020-61

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT TO THE RECREATION ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Recreation Advisory Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding recreation issues for the youth of the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2020 through December 31, 2020; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as

follows:

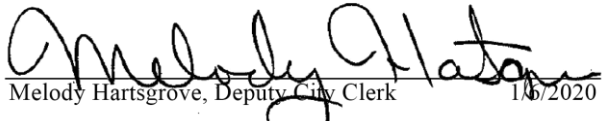
1. A "Recreation Advisory Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Council Member Jesse Kendle	12/31/2020
Council Member Eileen Chapman	12/31/2020
Esther Piekarski	12/31/2020
Toran Jordan	12/31/2020
Angeline Brown	12/31/2020
Angela Anderson	12/31/2020
Douglas Eagles	12/31/2020
Jessie Ricks	12/31/2020
Sylvia Sylvia Cioffi	12/31/2020
Sean Matthews	12/31/2020
Vishal Sood	13/31/2020

3. A certified copy of this Resolution shall be provided to Donna Viero, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-61 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 8th DAY OF January, 2020.


Melody Hartsgrove, Deputy City Clerk 1/8/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-62

**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTING REDEVELOPMENT COUNSEL MAZAZITI FALCON AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2020; and

WHEREAS, said attorney/law firm shall handle legal issues for the City which relate to redevelopment matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and;

WHEREAS, the Mayor and Council have determined to appoint the law firm of Maraziti Falcon to serve as the City’s “Redevelopment Counsel” for 2020, in accordance with the terms and conditions set forth in its proposal submitted in 2019; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Attorney in 2020 without undertaking a new “fair and open” process so long as the Attorney is not increasing his rates over the 2019 levels; and

WHEREAS, the firm has agreed not to increase his rates over the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 6, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

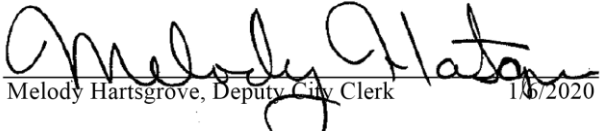
WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. The City Manager or Director of Planning and Redevelopment are authorized to determine assignments as required.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement for professional services for 2020.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS..
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-62 which was finally adopted by the City Council at a meeting held on the 6th day of January, 2020

CERTIFIED BY ME THIS 7th DAY OF January, 2020.



Melody Hartsgrove, Deputy City Clerk 1/6/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is by and between the **City of Asbury Park**, a Municipal Corporation in the State of New Jersey with an office located at One Municipal Plaza, Asbury Park, New Jersey 07712, and **Maraziti Falcon, LLP**, with its principal place of business at Maraziti Falcon, LLC, c/o Joseph J. Maraziti, Jr., Esq., 150 John F. Kennedy Parkway, Short Hills, New Jersey 07078.

WHEREAS, the **City of Asbury Park** wishes to retain **MARAZITI FALCON, LLP** for the services of Joseph J. Maraziti, Jr., Esq. as Redevelopment Counsel for the year 2020; and

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following:
 - (a) This Agreement.
 - (b) New Jersey State Business Registration;
 - (c) Valid Certificate of Employee Information Report;
 - (d) Affirmative Action Document – “For Goods and Professional Services”.
2. Scope of Work. **MARAZITI FALCON, LLP** agrees to provide the City of Asbury Park with the services as 2020 Redevelopment Counsel. This agreement shall commence on January 1, 2020 and terminate on December 31, 2020, or until the appointment and qualification of a successor, whichever occurs last.
3. Assignment. This Agreement may not be assigned by **MARAZITI FALCON, LLP**.
4. Compliance. **MARAZITI FALCON, LLP** and all of its applicable employees shall comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding Affirmative Action regarding Equal Employment Opportunity and City of Asbury Park City Code, Section 2-76 Award of Public Contracts.
5. Political Contribution Disclosure. The within contract has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Attorney’s eligibility to perform this contract, or will the Attorney or his Law Firm make a reportable contribution during the term of the within contract to any political party committee in the City if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City when the contract is awarded.

6. Other Terms. This agreement is subject to:
- a. This contract is for the services of Joseph Maraziti, Esq. who shall be counsel on the aforementioned matters. The blended rate shall be \$175.00/hour for attorney services (\$325.00/hour blended for attorneys when such fees are paid solely by private parties through reimbursement agreements), with no additional fees or charges allowed. These are the only hourly charges allowable under this agreement. The statement will include our fee for services rendered, and disbursements made on your behalf. Such disbursements may include, but not be limited to, computerized research fees (as billed to us), court costs and fees (as required), messenger and delivery fees (using least expensive service available), long distance telephone (as billed to us), and postage charges (as required), document reproduction (\$0.15/page) and transcript fees (as billed to us). Charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice. Said fees are in lieu of any and all other benefits, and neither the firm nor the attorney shall be considered an employee of the City of Asbury Park.
 - b. The contractor shall provide the City of Asbury Park with detailed monthly invoices. If **MARAZITI FALCON, LLP** is appointed as Special Counsel to the City in any other matter, the two matters and all billing thereunder shall be clearly distinguished on any invoices served on the City.
 - c. It shall be the contractor's obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount. As a temporary measure, and as necessary to protect the City's legal interests until the City Council has the opportunity to consider an increase in the not to exceed amount, the contractor may proceed with incurring costs with the prior written approval of Corporation Counsel, subject to any conditions included in the written approval.
 - d. The parties agree that submission of invoices by the Vendor in accordance with this Agreement is the sole responsibility of the Vendor. The Vendor agrees to submit any and all invoices for services within sixty (60) days of services being rendered; and, Vendor acknowledges that, due to the City's budgeting, appropriation, and fiscal affairs procedures, any invoices not submitted within sixty (60) days of services rendered will not be paid by the City, and the sums therein shall not be sought at law or in equity.
 - e. The City may terminate this contract immediately upon written notice to the contractor, subject only to payment for services rendered prior to service of the notice of termination. The contractor may terminate this contract in accordance with the New Jersey Rules of Professional Conduct.
 - f. Any single incident of waiver in the terms of this agreement shall not constitute a general or full waiver, and such waiver shall not be utilized to evidence waiver in any other instance relating to this Agreement, or any other agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** on this _____ day of _____, 2020

ATTEST:

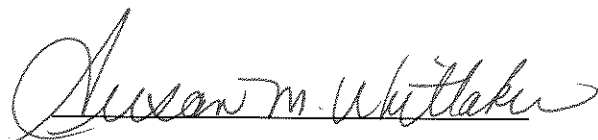
THE CITY OF ASBURY PARK

Cindy A. Dye, RMC
City Clerk

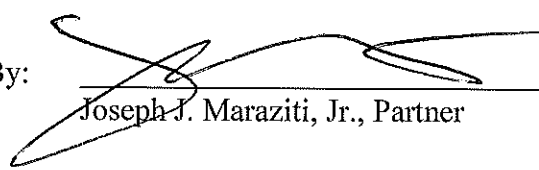
By: _____
John Moor, Mayor

ATTEST:

MARAZITI FALCON, LLP



Susan M. Whittaker

By: 

Joseph J. Maraziti, Jr., Partner

The aforementioned Agreement has been reviewed and approved as to form.

Frederick Raffetto, City Attorney



Minutes
Meeting of the Municipal Council
Monday, January 6, 2020
ORGANIZATIONAL MEETING

Call to Order

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Salute the Flag

Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 20, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Nomination of Deputy Mayor

SWEARING IN OF DEPUTY MAYOR BY MUNICIPAL CLERK

A nomination was made by Mayor Moor and seconded by Council member Chapman . All in favor for the nomination of Amy Quinn for Deputy Mayor.

Resolutions

CONSENT AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-1 Appointment of Deputy Mayor
- 2020-2 Resolution Establishing Meeting Dates for 2020
- 2020-3 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2020
- 2020-4 Resolution Appointing a Deputy City Clerk for the City of Asbury Park
- 2020-5 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer
- 2020-6 Resolution of Reappointment of Tyrone A. Young to the Position of Tax Collector
- 2020-7 Resolution confirming the appointment of Deputy Tax Assessor
- 2020-8 Appointment of Recycling Coordinator
- 2020-9 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2020 Calendar Year
- 2020-10 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2020 Calendar Year
- 2020-11 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2020-12 Appointment of ADA Compliance Officer and Coordinator
- 2020-13 Designation of Public Agency Compliance Officer
- 2020-14 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2020-15 Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters
- 2020-16 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2020
- 2020-17 Resolution to Authorize Year End Tax Sale 2020

- 2020-18 Resolution Providing for Fees for Tax Sale Certificate Redemption Calculations
- 2020-19 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2020
- 2020-20 Resolution of the Mayor and Council of the City of Asbury Park Fixing the Rate of Interest to be Charged on Delinquent Taxes, Assessments and Sewer Accounts for 2020
- 2020-21 Resolution to Credit Sewer Account for Deduct Meter
- 2020-22 Resolution to Cancel Taxes on City Owned Properties
- 2020-23 Resolution Approving Tax Sale Costs 2020
- 2020-24 Resolution Establishing a Service Charge for Returned Checks or Written Instruments
- 2020-25 Resolution Authorizing Premium to Escheat to Municipality After Five Years

INDIVIDUAL RESOLUTIONS

- 2020-26 Resolution Providing for 2020 Temporary Budget Appropriations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-27 Resolution Adopting a Cash Management Plan for the City of Asbury Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-28 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-29 Resolution Adopting a Debt Management and Capital Policy

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-30 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-31 Resolution Appointing Municipal Court Judge for a Three Year Term

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-32 Resolution Appointing City Public Defender

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-33 Resolution Appointing City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-34 Appointing Law Offices of Steven S. Glickman, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-35 Appointing Archer & Greiner, P.C., to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-36 Appointing Harry Haushalter, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-37 Appointing Wiss & Company, LLP to Serve as Auditor for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-38 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-39 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-40 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-41 A Resolution Awarding Professional Services Contract for Grant Writing Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-42 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-43 Appointing Members to the Planning Board (Class III and IV)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-44 Appointing Members to the Zoning Board of Adjustment

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-45 Appointment to the Business Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-46 Resolution Approving Appointments to the Community Development Block Grant Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-47 Authorizing Appointments to the “Asbury Park TV Committee”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-48 Authorizing Appointments to the “Deal Lake Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-49 Authorizing Appointments to the Public Art Commission

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-50 Resolution Approving Appointments to the Mayor's Wellness Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-51 Authorizing Appointments to the “Environmental/Shade Tree Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-52 Resolution Approving Appointments to the City of Asbury Park Green Team

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-53 Resolution Authorizing Appointments to the “Sunset Lake Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-54 Resolution Authorizing Appointments to the Parking Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-55 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-56 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2019 Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-57 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00062 due to Tax Overbill Block 1004 Lot 2

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-58 Resolution Authorizing the Purchase of Radios for the Aerial Ladder Fire Truck

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-59 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2020

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Resolution of Reappointment of Erick Aguiar to the Position of Tax Assessor and Establishment of Tenure

2020-60 A Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-61 Appointment to the Recreation Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-62 Appointing Redevelopment Counsel Maraziti Falcon and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

Mayor Moor announced that the following the following names as his appointment to the Library Board: Jennifer Souder and Jenn Sparrow with terms will expire that will expire on 12/31/2024

Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

Mayor Moor announced his appointment to the Office of Emergency Management is : Garrett M. Giberson.

Announcement of Mayor of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
Mayor John Moor is the Class 1 Member.

2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)
Michael Manzella is the Class II Member.

Comments from Council Members

Council Member Chapman ,stated that Warm Hug Crochet Club is starting on January 8th at the Library on Wednesday Afternoons from 11:30 am-1:00pm and at 5:30-7:00 pm. They are also hosting Video Game Night on the first and third Tuesdays of the month starting at 5-7pm. She wished everyone a Happy New Year.

Council Member Clayton stated, A Winter Coat Giveaway is being held on January 11, at 9:00 am until noon. A free Community Luncheon for those in need will be held on Saturday, January 5th at the Senior Center from 12:00pm -2:00 pm. She wished everyone a Healthy and Happy New Year.

Council Member Kendle, nothing at this time. He wished everyone a Happy New Year.

Deputy Mayor Quinn, stated if you did not receive a calendar please email calendar@cityofasburypark.com by 1/31/2020 and we will share this information with the Post Office to try to ensure better service for future mailings and please pick up a copy at City Hall. She wished everyone a Happy New Year.

Comments from Mayor

Mayor Moor, stated a Board of Education Special Meeting will be held on Saturday at Trinity Church. Homeowners Association Meeting will be held on Saturday on second Ave. Kula Cafe will hold a fund raiser for the 50th anniversary of Spring wood Ave. January 20th is Martin Luther King Day and a ceremony will be held at Holy Spirit Church. He wished everyone a Happy New Year.

COMMENTS FROM CITY MANAGER

City Manager Vieiro, wished everyone a Happy New Year and she welcomed Michael Manzella, as Deputy City Manager.

COMMENTS FROM CITY ATTORNEY

City Attorney Raffetto, wished everyone a Happy New Year and thank Mayor & Council for the reappointment as City Attorney and the pleasure of working for the city of Asbury park.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Clayton. With all in favor and the following members of the public spoke:
Ernest Mignoli, Jordan Modell, Rita Marano, Jim Henry, Tracey Rodgers and Louise Murray.

Adjournment

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk