



Agenda
Meeting of the Municipal Council
Wednesday, October 13, 2021
REGULAR MEETING 6:00 PM

I. Executive Session - 4:00 p.m.

2021-422 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 705 Second Avenue-Redeveloper Agreement
2. 1201 Memorial Drive-Redeveloper Agreement
3. Potential Sale of Certain Real Property Located at 45 Borden Avenue & 1219 Springwood Avenue
4. Superior Officers Association Local 6 (SOA) Union Contract

B. Litigation

1. NJIFF Litigation Update by Eric Nemeth, Esquire

C. Attorney-Client Privilege

II. Workshop Session - 6:00 p.m.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

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 Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications

Items to be Presented:

1. 2020 Audit Report-David Gannon, PKF O'Connor Davies, Registered Municipal Accountant

Matters from City Council
Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting Sep. 22, 2021 4:00 PM
- Municipal Council -Executive Meeting Sep.28, 2021 4:30 PM
- Municipal Council - Regular Meeting - Sep 28, 2021 4:30 PM
- Municipal Council - Regular Meeting - Sep 22, 2021 6:00 PM

C. Resolutions to be Withdrawn

1. 2021-411 Resolution Authorizing Additional Engineering & Architectural Services to T&M Associates for the Beach Headquarters Building Modifications
2. 2021- 417 Resolution Awarding a Contract for the Design of the Central Business District Parking Structure

D. Consent Agenda Resolutions

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.

2021-423 Resolution Approving Special Event Applications

2021-424 Resolution to Credit Sewer Account 916 Mattison Avenue (Block 607 Lot 7)

2021-425 Resolution Cancelling 2021 Taxes Due to 100% Veteran Exemption Located at 905 Summerfield Avenue, Block 506 Lot 10.

2021-426 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2021 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant

E. Individual Resolutions

2021-427 Resolution Approving Payment of Bills

2021-428 Resolution Accepting the 2020 Municipal Audit

- 2021-429 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2020 Report of Audit
- 2021-430 Resolution Authorizing an Annual Service Agreement with Power DMS for the Police Department
- 2021-431 Resolution Authorizing an Agreement with Passport for a Permit Parking Portal and License Plate Reader Parking Enforcement Systems
- 2021-432 Resolution Awarding a Contract to A-Tech Concrete for the Boardwalk Decking Removal and Replacement Project
- 2021-433 Resolution Awarding a Contract to Monmouth County for Milling and Paving of Various Roads
- 2021-434 Resolution Authorizing A Two-Year Extension of The Contract with Summertime Surf LLC, Regarding the Operation of a Seasonal Concession Involving Surf Lessons.
- 2021-435 Resolution Authorizing A Two-Year Extension of The Contract with Sunshine Productions, LLC, T/A Asbury Park Pedal Boats, Regarding the Use of a Designated Area of The Wesley Lake, In the City of Asbury Park, New Jersey, For the Operation of a Recreational Pedal Boat Concession
- 2021-436 Resolution Authorizing A Two-Year Extension of The Contract with Pimco, LLC, Regarding the Operation Of A Seasonal Concession to Provide for The Rental Of Umbrellas and Beach Chairs on The Public Beaches of the City of Asbury Park, New Jersey
- 2021-437 Authorizing a Professional Services Contract to T&M Associates for the New Fire Department Headquarters
- 2021-438 Resolution Authorizing the Purchase of Printers for the Parking Pay Stations
- 2021-439 Resolution Authorizing the Purchase of Electrical Supplies Needed for the South Boardwalk Project
- 2021-440 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Asphalt Company for the Paving of Various Roadways
- 2021-441 Resolution Authorizing the Purchase of Software Needed for Police Body Worn Cameras
- 2021-442 Resolution Authorizing the Emergency Removal, Delivery & Installation of New Media Needed at the Waste Water Treatment Plant
- 2021-443 Resolution Approving Change Order #1 for the RBC West Channel Improvements at the Wastewater Treatment Plant
- 2021-444 Resolution Authorizing the Repairs of Influent Pump #3 at the Sewer Plant
- 2021-445 Resolution Adopting Mission Square Retirement As an Additional Vendor for the City of Asbury Park Deferred Compensation Plan

- 2021-446 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Asphalt Company for Paving of Various Roadways with Community Development Block Grant Funds (CDBG)
- 2021-447 Resolution Authorizing Payment to an Asbury Park Small Business through Community Development Block Grant (CDBG/CV CARES ACT FUNDS)
- 2021-448 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-053 From Enigma Restaurant, LLC to Iconic Saint Laurent AP Drink LLC
- 2021-449 Resolution of The City Of Asbury Park Authorizing The Sale Of Certain City-Owned Property Located at 45 Borden Avenue (Block 903, Lot 9) By Open Public Sale To The Highest Bidder Through The Sealed Bid Process.
- 2021-450 Resolution Cancelling Balances of General Capital and Beach Capital Improvement Authorizations
- 2021-451 Resolution Authorizing the Purchase of Electricity and Natural Gas Supply Service for Public Use on an Online Auction Website

F. Ordinances

1. Second Reading/Public Hearing

- 2021-35 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1113 First Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

G. Adjournment

**RESOLUTION NO. 2021-422****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on October 13, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

A. Contract Negotiations:

1. 705 Second Avenue-Redeveloper Agreement.
2. 1201 Memorial Drive-Redeveloper Agreement.
3. Potential Sale of Certain Real Property Located at 45 Borden and 1219 Springwood Avenue.

B. Litigation:

1. NJIFF Litigation Update by Eric Nemeth, Esquire.

C. Attorney-Client Privilege:

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Tuesday, September 28, 2021
REGULAR MEETING

Executive Session - 4:30

2021-419 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

LITIGATION

1. Mount Laurel Declaratory Lawsuit

CALL TO ORDER/ROLL CALL

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 5:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PUBLIC PARTICIPATION

A motion to open the meeting to the public was made by Council Member Chapman and seconded by Council Member Clayton All in Favor. The Meeting is now open to the public. No members of the public spoke. A Motion to close the meeting to the public was made by Council Member Chapman and seconded by Council Member Clayton.. All in favor.

INDIVIDUAL RESOLUTIONS

2021-420 Resolution Awarding of an Emergency Contract to Millennium Communications Group for New Servers for the Police Department Camera System

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2021-421 Rescinding Resolution 2021-410 and Awarding a Contract to Burke Contracting for Senior Center Repairs

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 5:05 PM

Motion to adjourn the meeting was made by Council Member Chapman and seconded by Council Member Chapman, with all in favor. Meeting adjourned at 5:05

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Sep 28, 2021 4:30 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, September 22, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-403 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:10 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

Recognizing the 100th Birthday of Leonard Rokaw

Minutes Acceptance: Minutes of Sep 22, 2021 6:00 PM (Minutes)

Proclamation recognizing the 100th birthday of Leonard Rokaw.

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Chapman stated, the Asbury Park community Green festival will take place on October 2nd in Springwood Park from 11:00AM-3:00PM. It's also the kick off for porch fest at 11:00AM, so there will be entertainment, live music, community information tables, kids activities, eco-friendly demonstrations, food trucks, and more. Police will be there giving out bicycle lights and bicycle helmets. The Fire Department will be there to give out free smoke detectors. Again, it's October 2nd from 11:00AM-3:00PM.

Council member Clayton stated, the Public Library is having a Garden Book Sale. All books are 25 cents and you enter through the side gates off of First Avenue. It will be taking place on Wednesday September 22nd from 12:00PM-7:00PM, Thursday September 23rd from 10:00AM-4:00PM, and Friday September 24th from 10:00AM-4:00PM. Again, all books are 25 cents.

Council member Kendle stated, I'd like to send out my condolences to Cassandra Dickerson and her family. She had a death in her family and the funeral was yesterday, and I just feel that it was necessary because she is a member of the Asbury Park team. I wish her well, and God bless her. October 2nd there will be Coffee with a Council person. Council member Chapman and myself will be at Macro Bites on Springwood Avenue at 10:00AM. You are all welcome to come and we look forward to seeing you.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I'd like to follow up with the proclamation for Mr. Leonard Rokaw. He's a neighbor of mine and on the 29th of September he will be 100 years old. He's a proud WWII veteran and just a nice gentlemen. So Lenny, if you're watching, Happy Birthday.

Matters from City Manager

City Manager, Donna Vieiro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

Minutes Acceptance: Minutes of Sep 22, 2021 6:00 PM (Minutes)

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Linda Phillips made a comment about the fossil fuel resolution; Peter Siegel made a comment about the rent leveling ordinance; Rita Marano made a comment about city phone calls, and the budget; Ron Simoncini made a comment about rent control regulation; Alex Krusunski made a comment about the rent control ordinance; and Matthew Sigman made a comment about rent control. A motion to close the meeting to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Municipal Council-Executive Meeting Sep 8., 2021 4:00 PM
2. Municipal Council - Regular Meeting - Sep 8, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-404 Resolution Approving Special Event Applications

2021-405 Resolution to Refund Overpaid Sewer Charges 10214502-0 1128 First Avenue

2021-406 Resolution Amending the Metered Parking Requirements in the Downtown and Waterfront Areas of the City, Effective Every Saturday During the Time Period from November 27, 2021 through December 18, 2021

2021-407 Resolution Supporting Legislative Bill for Fossil Fuel Divestment From New Jersey State Pension Fund

INDIVIDUAL RESOLUTIONS

2021-408 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2021-409 Resolution Authorizing an agreement with PayByPhone through the National Cooperative Purchasing Alliance (NCPA) for a mobile parking application

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: John Moor, Mayor
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-410 Resolution Awarding a Contract to Gallagher Contracting for Senior Center Repairs

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-411 Resolution Authorizing Additional Engineering & Architectural Services to T&M Associates for the Beach Headquarters Building Modifications

RESULT: TABLED [UNANIMOUS]
Next: 10/13/2021 6:00 PM
MOVER: John Moor, Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-412 Resolution Authorizing Purchase of Tower Ladder Lights for the Fire Department

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eileen Chapman, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-413 Resolution Appointing Municipal Court Judge for Remainder of Unexpired Term

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-414 Resolution Authorizing the Disposition of Surplus Property

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eileen Chapman, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-415 Resolution Authorizing the Issuance of Non-Recourse Redevelopment Area Bonds of The City of Asbury Park in An Aggregate Principal Amount Not to Exceed \$1,000,000 (Block 4001 Residential Rental Infrastructure Project)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Yvonne Clayton, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Chapman, Clayton, Kendle, Quinn, Moor

Minutes Acceptance: Minutes of Sep 22, 2021 6:00 PM (Minutes)

- 2021-416 Resolution Approving the Transfer of Property, Located at Block 3901, Lots 6, 7, 8 And 9, From Asbury Partners, LLC To Porta (Little Dink LLC), Subject to Conditions and Pursuant to The Amended and Restated Redeveloper and Land Disposition Agreement, Entered into On October 7, 2002, As Amended, Between the City of Asbury Park and Asbury Partners, LLC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-417 Resolution Awarding a Contract for the Design of the Central Business District Parking Structure

RESULT:	TABLED [UNANIMOUS]
	Next: 10/13/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-418 Resolution Appointing A Public Defender for The City of Asbury Park for The Remainder Of 2021

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

- 2021-35 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1113 First Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/13/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-36 Bond Ordinance Amending Bond Ordinance 2016-16 And Bond Ordinance 2018-4 Each Heretofore Finally Adopted By the City Council of the City of Asbury Park, In the County Of Monmouth, State of New Jersey (The "City"), On April 27, 2016 and February 28, 2018, Respectively, To Reappropriate The Aggregate Amount Of \$447,220 And Reauthorize Bonds And Notes In The Aggregate Amount Of \$425,923; And Providing For Various 2021 Capital Improvements In the City Appropriating \$2,489,850

Therefor (Including a Grant From the State of New Jersey In The Amount of \$175,000 and The Reappropriation Of \$447,220) and Authorizing The Issuance of \$1,996,523 Bonds or Notes (Including The Reauthorization Of Bonds And Notes In The Aggregate Amount of \$425,923) of the City To Finance Part of the Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/27/2021 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-37 Bond Ordinance Providing for Various Transportation Utility Improvements, By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$2,070,000 Therefor and Authorizing the Issuance Of \$2,070,000 In Bonds or Notes to Finance the Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/27/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-33 An Ordinance of The City of Asbury Park, In the County of Monmouth, State of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 4001, Lots 2-15 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof

A motion to open 2021-33 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Rita Marano. A motion to close 2021-33 was made by Mayor Moor and seconded by Council member Chapman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-34 An Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with AP Block 4001 Venture Urban Renewal LLC and Granting A Tax Exemption

A motion to open 2021-34 to the public was made by Mayor Moor and seconded by Council member Chapman. All in favor. No members of the public spoke. A motion to close 2021-34 was made by Deputy Mayor Quinn and seconded by Council member Chapman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:57 PM

A motion to close the meeting was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor.

Meeting was adjourned at 6:57 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Sep 22, 2021 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-411

Resolution authorizing additional engineering and architectural services to T&M Associates for the Beach Headquarters building modifications in the amount of \$69,600.



RESOLUTION NO. 2021-411

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

2021-411 RESOLUTION AUTHORIZING ADDITIONAL ENGINEERING & ARCHITECTURAL SERVICES TO T&M ASSOCIATES FOR THE BEACH HEADQUARTERS BUILDING MODIFICATIONS

WHEREAS, on September 10, 2021, the City of Asbury Park received a proposal from T&M Associates to provide additional engineering and architectural services for the Asbury Park Beach Headquarters building modifications; and

WHEREAS, the cost for additional architectural and engineering services shall not exceed \$69,600.00 without Council approval; and

WHEREAS, N.J.S.A. 40A:2-20 allows for preliminary planning expenses to be paid for; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-10-55-101-102-001 and Beach Utility Fund 1-05-55-502-000-201; and the maximum dollar value of the pending contract is as set forth in the resolution; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide additional professional engineering and architectural services for the Asbury Park Beach Headquarters building modifications in an amount not to exceed \$69,600.00.

I, MELODY HARTSGROVE, 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. 2021-411 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 22nd DAY OF September, 2021.

MELODY HARTSGROVE
CITY CLERK



YOUR GOALS. OUR MISSION.

C-10-SS-101-102-001 - 53,842.19
 1-05-SS-502-000-201 - 15,757.81
\$69,600.00

ASPKOH-16002

September 10, 2021

Via email

Ms. Donna M. Vieiro, City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

**Re: Additional Engineering and Architectural Services Proposal
 Asbury Park Beach Headquarters – Building Modifications**

Dear Ms. Vieiro:

Per our recent communications and correspondence, T&M is pleased to submit our proposal for additional professional engineering and architectural services related to the proposed building architectural design modifications for the Asbury Park Beach Headquarters.

It is our understanding that the City of Asbury Park communicated directly with the project architect, Arcari+Iovino Architects (A+I), via conference call on August 12, 2021 to reevaluate and rescope the project to better suit the City's needs and to reduce the overall construction cost of the project.

Subsequently, A+I submitted their proposal dated August 20, 2021 to T&M Associates for this additional work, which has been reviewed and approved by the City to ensure that all requested modifications discussed during the August 12 conference call were included.

As such, we offer the following scope of additional services for the City's consideration:

SCOPE OF SERVICES:

- I. All Services as outlined in the attached Additional Services Proposal from Arcari + Iovino Architects, PC dated August 20, 2021
- II. Engineering Design modifications to the site plan drawing set based upon the architectural building footprint changes.

The architectural team will continue to be responsible for assembling the plan set, advertising for bids, conducting the bid opening, processing and recording the bid results, and making a recommendation of award to the City. In addition, Arcari + Iovino will continue to provide construction management services as outlined in our original proposal to the City.

Cost Summary:

I.	Arcari+Iovino Additional Architectural Services	\$ 67,000.00
II.	T&M Associates Additional Engineering Services	\$ 2,600.00
	Total Additional Engineering and Architectural Services	\$ 69,600.00



ASPKOH-16002
September 10, 2021
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Le: Donna M. Vieiro
Asbury Park City Manager

Re: Additional Engineering and Architectural Services Proposal
Asbury Park Beach Headquarters – Building Modifications

Exclusions:

This proposal specifically excludes modifications to any currently approved NJDEP/CAFRA permit that may be required as a result of modifications to the building. We are currently awaiting confirmation from the NJDEP that the previously acquired CAFRA Permit Modification by Detail remains valid relative to the proposed building modifications and will forward the results upon receipt. If, however, the NJDEP deems it necessary to further modify the current approval, a separate cost proposal will be submitted to the City for review and approval.

T&M will provide the above-noted services to be billed monthly in accordance with our current billing rates with the City.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City.

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

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD

CLIENT MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,

ASBURY PARK CITY ENGINEER

Accepted/Authorized by:
THE CITY OF ASBURY PARK

Donna M. Vieiro Date
Asbury Park City Manager

ENCLOSURES

FWM:JDH:EEN:jdh

Cc: Michael Manzella, Deputy City Manager (*via email*)
Melody Hartsgrrove, City Clerk (*via email*)
JoAnn Boos, CFO (*via email*)
Frederick C. Raffetto, City Attorney (*via email*)
Anthony Iovino, Project Architect (*via email*)

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Attachment: T&M Beach Headquarters Modifications Proposal (2021-411 : Awarding a Contract to T&M Associates for Additional Services for



One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



August 20, 2021

Mr. Jason Harzold
T & M Associates
11 Tindall Road
Middletown, NJ 07748

**RE: Asbury Park – Lifeguard/EMS/Restroom/Ticket Facility
Additional Services Proposal**

Dear Mr. Harzold,

I am writing to submit this additional services proposal relating to the redesign of the boardwalk pavilion as requested by the city. As you know, the original scope of the project was increased over time and the bids came in over budget. In an effort to pare the scope and costs, the city removed portions of the program during completed a conference call with Donna Veirol and Robert Bianchini this past Thursday, August 12, 2021.

The significant changes to the project include the following:

1. Eliminate all basement / lower-level storage and improvements below the main level finish floor.
2. Reduce the height of the Lifeguard Headquarters to match the height of the new toilet rooms. Verify that the new finish floor height meets or exceeds the Design Flood Elevation (DFE).
3. Eliminate the Lifeguard Headquarters Crow's Nest and Stair to Roof.
4. Modify the low slope, parapet roof to a pitched or shed roof profile.
5. Close and winterize the building during the winter / off season months.

We understand that the City of Asbury will engage a Security / Technology Firm and that we will provide power and pathways only to support same. We will include one (1) 90% construction cost estimate as well. Additionally, the City of Asbury Park would like to achieve Substantial Completion / Building Occupancy by / before Memorial Day 2022.

We have provided the list of design changes to our MEPF and Structural engineers and they have provided their fees for same. Our team can provide the services to accommodate the design changes as described herein for a fixed fee of \$67,000 plus reimbursable expenses. Any civil/environmental/hazardous material work is excluded from this proposal. Please be aware that

this additional services fee does not include the remaining construction administration fee which is currently unbilled.

Please let us know if this is acceptable and provide your written authorization to proceed.

Sincerely,



Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.

Accepted & Agreed:

Signature

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-417

This is a resolution awarding a contract to THA Consulting, Inc. to prepare architectural, engineering and construction documents for public bidding, conduct public bidding, and deliver construction administration for the proposed parking structure for the Central Business District.



RESOLUTION NO. 2021-417

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

2021- 417 RESOLUTION AWARDING A CONTRACT FOR THE DESIGN OF THE CENTRAL BUSINESS DISTRICT PARKING STRUCTURE

WHEREAS, on July 24, 2019 the City of Asbury Park solicited request for qualifications for the design of the Central Business District parking structure on the City Hall parcel within the Main Street Redevelopment Area of the City; and

WHEREAS, six proposals were received and evaluated in accordance with the RFQ and interviews were conducted by Mayor and Council on September 25, 2019; and

WHEREAS, on October 9, 2019 the City of Asbury Park awarded a contract to THA Consulting, Inc. (formerly known as Timothy Haahs & Associates, Inc.) to generate schematic design documents, at a 30% level, to establish the overall design intent of the parking structure; and

WHEREAS, THA Consulting, Inc. has subsequently provided the City with a proposal to prepare architectural, engineering and construction documents for public bidding, conduct public bidding, and deliver construction administration of the parking structure; and

WHEREAS, the not-to-exceed cost for this effort shall not exceed \$420,000.00; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account C-09-17-904-000-901.

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards THA Consulting, Inc. to prepare architectural, engineering and construction documents for public bidding, conduct public bidding, and deliver construction administration of the parking structure in the not-to-exceed amount of \$420,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided by the City Clerk to the City Manager, Director of Transportation, CFO and the Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2021-417 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 23rd DAY OF September, 2021.

MELODY HARTSGROVE
CITY CLERK

City of Asbury Park

**CENTRAL BUSINESS DISTRICT
PARKING STRUCTURE
PHASE TWO DESIGN SERVICES**

September 15, 2021

Prepared By:
THA Consulting, Inc.
144 Livingston Avenue
New Brunswick, NJ 08901



COMPANY PROFILE

PARKING PLANNING & DESIGN

THA Consulting, Inc., understands the important role parking plays in development. THA is a multi-disciplined engineering, architectural, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as master planning for campuses, urban and high density areas, and transit related projects. Since our inception in 1994, we have completed close to 1,000 parking projects and almost 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and strategic solutions for complex parking issues to a variety of clients.

Our approach to master planning in high density and urban areas is to integrate the parking solution with the pedestrian experience, creating active and vibrant "people places". Our primary focus is to create a sense of place and identity, built on shared gathering spaces. We seek to maximize the shared use of parking to create efficiency and economy.

Our architectural and engineering design expertise rests in our ability to plan and design structure that contain a significant parking component. This specialization has created value for our clients for the past 27 years through our considerable project experience and practical knowledge of these unique project types.

MIAMI
ATLANTA
PHILADELPHIA
NEW BRUNSWICK

PROJECT AWARDS

**Miami Design District
Museum Garage, Miami, FL**
Best of Design of Mixed or Multi-Use Parking Transportation Facility, International Parking & Mobility Institute, 2019 Award of Excellence for Architecture, Florida Parking & Transportation Association, 2018

**Incyte Corporation
Parking Garage, Wilmington, D**
Eastern Pennsylvania and Delaware Chapter of ACI, Mid-Rise Garage Category, 2019

**Miami Design District
City View Garage, Miami, FL**
Award for Excellence for Architectural Achievement, International Parking Institute, 201

SERVICES

PLANNING FOR PARKING

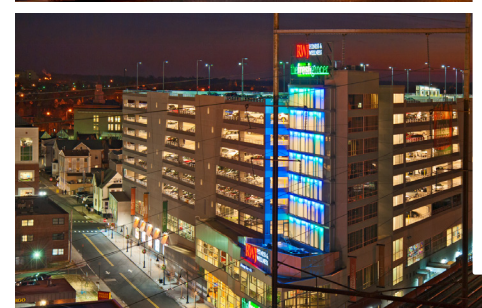
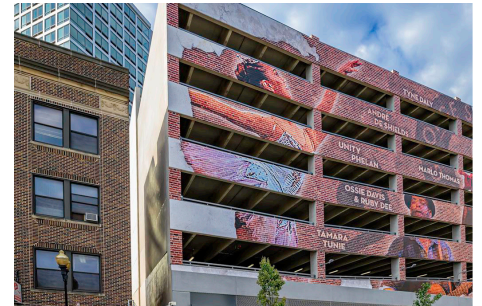
Master Planning
Site Analysis
Supply/Demand Analysis
Feasibility Studies
Shared Parking Analysis
Due Diligence Reports
Parking Consulting
Financial Analysis

ENGINEERING & ARCHITECTURE

Parking Structure Design
Mixed-Use Structure Design
Project Design Management
Functional Design
Architectural Design
Structural Engineering
Design Build Services
Sustainable Design

ASSET MANAGEMENT

Condition Appraisal
Restoration Engineering
Life Cycle Cost Analysis
Operational Consulting
Owner Representation
Graphics & Wayfinding
Maintenance Programs



Attachment: THA Submission Asbury Park Phase 2 Design Services (2021-417 : Downtown Parking Garage Design)



NEW JERSEY EXPERIENCE

Listed are THA' Completed Parking Planning & Design New Jersey Projects.

18 Park Development

CRDA "The Wave" With Rooftop Solar Panels

Fort Lee Parking Authority Guntzer Street

Green Street Mixed-Use Development

New Brunswick Parking Authority Morris Street

New Brunswick Performing Arts Center

Wellness Plaza

Princeton University East/Lake Campus

Rowan University

Rutgers University

Colgate Palmolive

LG Industries HQ

Matrix Development Group Neilson Street

Nexus Properties Pearl Street

Township of Millburn

Trenton Parking Authority

New Brunswick Parking Authority

Gateway Transit Village

Golden Triangle Commuter

New Jersey Transit Hamilton Station

New Jersey Transit Ramsey Route 17 Station

Rahway Transportation Center

South Orange Third & Valley TOD

The Mills at Jersey Gardens

Cooper University Hospital

Merck & Company

Novartis Pharmaceutical

New Brunswick Parking Authority Plum Street

Clara Maass Hospital

Somerset Medical Center

St. Peter's University Hospital

College of New Jersey

Jersey City, NJ

Atlantic City, NJ

Fort Lee, NJ

Newark, NJ

New Brunswick, NJ

New Brunswick, NJ

New Brunswick, NJ

Princeton, NJ

Glasboro, NJ

New Brunswick, NJ

Piscataway, NJ

Englewood, NJ

New Brunswick, NJ

Metuchen, NJ

Millburn, NJ

Trenton, NJ

New Brunswick, NJ

New Brunswick, NJ

East Brunswick, NJ

Hamilton, NJ

Ramsey, NJ

Rahway, NJ

South Orange, NJ

Elizabeth, NJ

Camden, NJ

Rahway, NJ

East Hanover, NJ

New Brunswick, NJ

Belleville, NJ

Somerset, NJ

New Brunswick, NJ

Ewing, NJ



September 15, 2021

Michael Manzella
City of Asbury Park
Deputy City Manager
One Municipal Plaza
Asbury Park, NJ 07712

**RE: Parking Planning & Design Services - Central Business District Parking Structure
Phase Two Design Services**

Dear Mr. Manzella,

THA Consulting, Inc. (THA) has substantially completed the planning, design and engineering services and submitted the Schematic Design Phase Package (30%) for the proposed Central Business District Parking Structure as outlined below.

PHASE TWO - SCOPE OF SERVICES

Below is our detailed scope of services and assumptions related to the parking structure:

- The THA Team will continue to assume full design responsibility for the parking structure including serving as Architect and Engineer of Record for the parking structure. Services provided are as follows:
 - Parking planning and design
 - Architectural design documentation
 - Foundation design
 - Superstructure design
 - MEP/FP
 - Elevator
 - Survey / Site / Civil
 - Traffic Study
 - Geotechnical Engineering
 - Environmental Services (add / alternate)
 - Signage, branding etc.
 - Parking Access and Revenue Control (PARCS)
 - The structure will provide 500+ parking spaces.
- The development of the structure will reconfigure the current site to allow for mixed-use development.
- It is anticipated that the local planning and zoning reviews will be conducted but will be courtesy reviews.
- The parking structure will have three (3) means of egress. A main/stair elevator with two secondary means of egress stair.
- The structure will be designed as open per code (naturally ventilated, not requiring any automatic sprinkler system or mechanical ventilation).
- The interior of the main stair/elevator lobby shall be aesthetically upgraded to enhance the user experience.

Phase Two – Preparation of Architectural, Engineering and Construction Documents for Public Bidding

Design Development

1. Upon approval of the Preliminary Schematic Design Package, we will begin to further develop the design and specifications of the key architectural and engineering disciplines as follows:

Architectural Design and Documentation

- Provide full architectural documentation including the stair/elevator towers and elevations.
- Façade concepts to be developed and detailed.
- Prepare a preliminary finish schedule and material board for approval.
- Commence further schematic design on any occupied space.
- Discuss preliminary graphic requirements for the parking structure, including signage, wayfinding, and branding.



Structural Design

- Commence development of the substructure design and detailing based on geotechnical recommendations.
- Provide superstructure member sizes and key details.
- Design the west side of the garage to accept a future pedestrian bridge
- Review and discuss fire rating requirements, etc.
- Review durability design for the project.

Electrical/Lighting

- Coordinate closely with our Electrical Engineer (T&M Associates).
- Design of architectural, exit and emergency lighting systems and a lighting control system.
- Design of site and means of egress lighting layout and branch circuiting.
- Preparation of energy compliance calculations as required by Code.
- Preparation of electrical construction documents with specifications.
- Provide light fixture types and foot-candle requirements to assure requirements are met.
- Coordinate with local utility companies to assure capacities are available.
- Coordinate façade lighting as required.
- Provide any electrical services, design, and specifications related to operator booth in garage.

Electronic Security

- Coordination with the City's security vendor for the design of closed-circuit television systems including camera locations to be identified by the Owner.
- Design of emergency phones/call boxes on each floor of the parking garage.
- Preparation of security system construction documents with specifications.

Mechanical/Plumbing/Fire Protection

- Coordinate closely with our Plumbing and Fire Protection Engineer.
- Provide layout for all drain locations based on structural spot elevations.
- Provide drain fixture types for all levels.
- Design storm drainage systems for the top tier of the parking structure (if applicable) to be exterior to the parking structure and handled by the site/civil engineer.
- Locate dry standpipes (based on open parking structure).

- Preparation of performance specifications for sprinkler systems in CSI book format. The system design, layout, hydraulic calculations, etc. will be performed by the installing contractor based on the information provided in the performance specifications.
- Preparation of schematic plans to indicate fire service entrance location, and the location of major components of the fire protection system(s).
- We anticipate that a Class I manual dry standpipe will be used with standpipe hose connections located so that all portions of the building are within 30 feet of a nozzle attached to 100 feet of hose.
- We are assuming that the water pressure in the City's water distribution system is sufficient such that a fire pump is not required. T&M to confirm.



Geotechnical

- Working with T&M, finalize the most practical and cost-effective foundation system based on recommendations provided in the Geotechnical Report.

Civil/Site

- Coordinate with Civil T&M for utility connections, grading, with regards to the Site Plan, Utility Plan, Grading Plan Landscape Plan and immediately adjacent to the building, Lighting Plan, Soil Erosion and Sediment Control Plan.
- Develop the schematic design into preliminary and final site plans sufficient for administrative completeness pursuant to the City of Asbury Park Land Use and Development Ordinance approved checklist. (Note: Completeness documents prepared by others will be included in all submissions.)
- Civil Design Development documents will include outline specifications, materials lists, cost projections, and the final scope and preliminary details for the civil engineering work.
- Landscape Design Development documents will include outline specifications, materials lists, cost projections and the final scope, and preliminary details for the landscape work.
- Site Plan and Utility Plan will locate, identify and layout the site, lot area, setback areas, roadways, sidewalks, site amenities, etc. Site plan will include a general information table identifying general zoning requirements and the extent of compliance with each. Additional variances and waivers that become apparent based on interpretations of the municipality or as a result of the public hearing process will be added to the information table as a plan amendment. An overall project site plan will be provided if required. Location, size, material, and scope of applicable site utilities, elevations and details of connections with existing utility systems will be enumerated and outlined.
- Site Grading, Drainage, Soil Erosion & Sediment Control Plan will detail existing and proposed contours. Grading and/or site disturbance limits will be established. The plan will identify individual drainage structure locations and individual inlet divides. On-site soil types and cover conditions will be shown with respect to the site development. Notes and details for erosion control and on-site stabilization per local Soil Conservation District standards will be listed.
- Lighting & Landscaping Plans shall be prepared showing proposed vegetation and existing to remain. Landscaping will be prepared to address the minimum ordinance requirements unless directed otherwise by the Client. The Client will be required to provide a project budget for site landscaping. Lighting will be consistent with local utility standards and Municipal Development Ordinance. Signing and traffic striping will also be shown.
- Storm Drainage and Utility Profiles will be prepared showing existing and proposed ground utility alignment and structures.
- Construction Detail Sheets will be prepared in accordance with the City of Asbury Park Standards, as applicable.
- T&M' staff will prepare a Site Drainage and Storm Water Management Report, including the following as required:
 - ✓ Description of the site hydrologic characteristics, watershed perimeters, and identification of significant design considerations.
 - ✓ Channel or swale improvement computations.

- ✓ Riprap computations.
- ✓ Soil erosion and sediment control computations.
- ✓ Inlet and pipe capacity computations.
- ✓ Design computations for storm water management facilities consistent with the Municipalities Storm Water Management Ordinance and N.J.A.C. 7:8. Calculations and Report may include the following as applicable:
 - Low Impact Design Checklist.
 - Exhibits showing N.S.P.S. Areas and Definitions of Conveyance Systems used.
 - Basin Routing and Sizing.
 - Water Quality Calculations.
 - Ground Water Recharge Design.
 - Preparation of an Operation and Maintenance Manual.

2. In an effort to determine if the parking garage can be moved several feet from the NJ Transit right of way to the East to reduce the impact on the NJ Transit zone of influence, T&M will undertake additional coordination with the City and Green Acres group of NJ DEP in respect to the modifications to the rain garden that would potentially accommodate the parking garage shift to the East.

3. Finalize garage systems, materials, construction methods, etc.

4. Permitting – Coordinate with T&M to obtain the following permits:

- New Jersey Environmental Protection (NJDEP) Coastal Area Facility Review Act (CAFRA) Permit: During the Due Diligence phase, a meeting was held with the NJDEP. The NJDEP informed the design team that a CAFRA IP was required. T&M will coordinate with the NJDEP reviewers to secure the permit.
- NJDEP 5G3 Construction Permit
- State Historic Preservation Office (SHPO) Office: During the Due Diligence phase, it was determined the site was under SHPO jurisdiction and SHPO approval was required. T&M will coordinate with the SHPO reviewers to secure the permit.
- New Jersey Department of Transportation (NJDOT) Permit: During the Due Diligence phase, it was determined that a NJDOT permit was required. T&M will coordinate with the NJDOT reviewers to secure the permit.
- Freehold Soil Conservation District Certification.
- Monmouth County Planning Board Approval.
- City of Asbury Park Planning Board Capital Review

5. Underground Storage Tank Investigation - Geophysical Survey

The geophysical survey (GP Survey) will be performed at the proposed location of the parking garage and adjoining areas. The GP Survey will be conducted at the open and accessible areas of the Site using a combination of ground penetrating radar (GPR) and electromagnetic (EM) and metal detection methods. The purpose of the GP Survey is to identify and locate any potential, documented and/or undocumented USTs and other below grade utility systems and building foundations associated with the former structures depicted at the Site on historical mapping and aerial photographs. The results of the GP Survey with recommendations for further investigation including excavation (if warranted) will be presented in the GP Survey Letter Report.

6. Coordinate with Solar Array contractor to include their solar array design for the roof of the parking structure.

7. Continue to coordinate with NJ Transit with regards to the bus loop, easement requirements, project reviews and construction logistics.

8. Provide a Design Development Package to the City for review including:

- Site plans
- Utility distribution systems
- Design analysis sufficiently complete to permit review including:
 - ✓ Structural analysis
 - ✓ Mechanical analysis with single line diagrams and utility room sections
 - ✓ Electrical analysis with single line diagrams, load analysis and short circuit calculations
 - ✓ Special features
- Project specifications
- Plans, elevations, sections and other details pertinent to the features of the design
- Revised estimate of the probable cost of construction sufficient
- Proposed supplementary Instructions to Bidders and General Conditions deemed appropriate to modify the City's current Instructions to Bidders and General Conditions
- Revenue control and security systems
- Elevator systems
- Plumbing layout with riser diagrams
- Fire protection system (occupancy load calculations)
- Structural design, drawings and calculations
- Special Features: computers, signage, interior design, etc., necessary for proper operation and use of the completed project
- Furniture, furnishings and equipment (FF&E) inventory for parking operations office

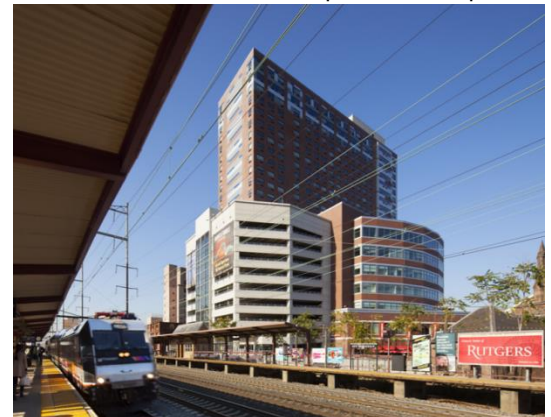
9. Note that this package may be a precast package with the intent to lock in a fabrication slot with a precast manufacturer and validate the cost consideration. This is recommended based on the current lead times for most precast companies in the industry. This will be determined early on in the SD phase. Likewise, if additional "early bid sets" are needed to secure pricing from Contractors (such as foundations) this can be factored into the schedule and design as well. To be further discussed with the City.

10. We anticipate holding three (3) meetings with the City during this phase and holding bi-weekly design consultant coordination webinars / calls during this phase.

Construction Documents (90%)

1. Prepare final construction drawings and specifications that are ready for bidding for the following:

- Parking planning/design
- Architectural documentation
- Foundation design
- Superstructure design
- Signage/wayfinding
- Vertical transportation
- Plumbing
- Mechanical



- Electrical
 - Fire Protection
 - Security System (CCTV's emergency Phone only)
 - Parking Equipment
 - Signage Systems
 - Survey/Site/Civil
 - Landscaping
 - Traffic Signal Plan
 - Electrical Plan
 - Traffic Signing and Striping Plan
 - Signal Timing Plan or Timing Directive Sheet
 - Traffic Control Plans
 - Curb Ramp Details
2. The specification manual will include upfront General Conditions (Division 0 and 1), as well as all technical specifications. The Final Specifications shall be bound in volume form and include an approved cover and title page, a table of contents, the City's current Boiler Plate, the period of time specified for the construction of the project, the City's current bid proposal and construction contract forms, and any additional information required by the City.
 3. Assist in the preparation of an RFQ for City procured Material Testing Agency.
 4. We anticipate two (2) project meetings and bi-weekly internal design consultant coordination calls / webinars during this phase.

Bid Documents (100% Submission)

Upon receiving review comments for the 90% submission and written authorization from the City, we will prepare Final Contract Documents. These documents shall address all comments made by the City from the review of the 90% documents.

Procurement Support

1. Assist in the advertisement of information.
2. Provide sets of signed and sealed drawings, bid documents and specifications for public bidding.
3. Facilitate pre-bid meeting with prospective bidders.
4. Respond to bidder RFI's and issue clarifications as needed prior to bid due date.
5. Prepare and issue Addendums related to the drawings and specifications, as required.
6. Assist with contractor bid evaluations.

Construction Administration Services

Construction administration services will be provided based on the construction manager serving as an advisor to the City as outlined below:

1. Review all shop drawings and material submittals for our work.

2. Advise as to the acceptability of proposed substitute materials and equipment.
3. Be available to answer questions, respond to RFI's and provide clarifications as required.
4. Schedule and conduct regular project meetings to discuss procedures, progress and scheduling.
5. Review change orders.
6. Observe the Contractor's final testing and start-up of operational systems and equipment with the City's maintenance personnel and design professionals (as applicable).
7. Provide a written field report outlining all necessary punch list work items to all necessary parties.
8. Facilitate turnover to the City and schedule and coordinate end-user training with appropriate manufacturers' equipment representatives (as applicable).
9. Attend bi-weekly construction progress meetings with the City and the Contractor at the location specified by the City. We have estimated a twelve-month CA / construction schedule and a total of 24 site visits.
10. Perform a walkthrough of the garage 11 months after the receipt of the Temporary Certificate of Occupancy with City representatives to determine any work required prior to warranty expiration.

SCOPE OF SERVICES CLARIFICATIONS / EXCLUSIONS

The following services are **not** included in our proposal and fee:

1. Testing/Inspections during CA by City's on-call consultant (THA will provide plans/specifications to the City for bidding to qualified third party testing agents, procured directly by the City).
2. Construction administration services are based on a twelve (12) month construction schedule.
3. Provisions for an overbuild on the top level.
4. Photovoltaic Array design (coordination with the solar array contractor and design provisions for installation is provided).
5. Furnishings and equipment within any occupied spaces.
6. Sustainable Design / Parksmart Registration and Certification.
7. Licensed Site Remediation Professional (LSRP) services.
8. Permit / Inspection Fees other
9. Design of off-site improvements.
10. Preparation of plans and documents for agencies and permit approvals other than those specifically listed.

11. Geophysical Survey Limitations and Exclusions.
12. Additional Meetings, Testimony, Exhibits & Professional Services
13. The effectiveness of the GP Survey equipment and methods is directly affected by the nature of the ground surfaces and the lithology at the Site. In general, the GP Survey equipment is capable of detecting objects and material to depths no greater than 7-10 feet below ground surface assuming favorable lithology and data gathering. Any objects located below steel reinforced concrete pads, within masonry vaults, within or below fill are considered to be Exclusions with respect to this GP Survey. Based on the documented historic development of the Site and presence of demolition debris, it must be acknowledged that there may be USTs and utility system structures at the Site which may not be definitively identified and located during the GP Survey, and which can only be identified by excavation of the Site.
14. The cost of additional professional services and/or consultation other than those identified in individual tasks has not been included as part of the quoted fees. All requested additional professional services and/or consultation, team or review agency meetings, public hearings, or other meetings of any type, shall be provided on an as-needed basis and billed on an hourly basis or at an agreed to lump sum.
15. Services not specifically listed are not included.

PHASE TWO – FULL DESIGN AND ENGINEERING SERVICES FEE PROPOSAL

The THA Team will provide the services outlined above for a Lump Sum Professional Fee of **Four Hundred Twenty Thousand Dollars (\$420,000.00) as outlined below**. In addition, we recommend a budget of **\$15,000.00 for customary reimbursable expenses such as meeting travel, printing, etc. (Please note that no expense budget was included in Phase One)**

The fee will be broken down as follows:

Schematic Design Phase – 30%	(Complete)
Design Development Phase.....	\$145,000.00
Construction Document and Permitting Phase.....	\$190,000.00
Bidding Phase.....	\$10,000.00
Construction Administration Phase.....	\$75,000.00
Post Construction Phase - 11-Month Walk-Through.....	No Charge

We appreciate the opportunity to provide the City of Asbury Park with our proposal, and we look forward to undertaking the work in a prompt and professional manner. Please do not hesitate to contact us should you have any questions or need any additional information from us.

Sincerely,



Jim Zullo, CAPP, AICP
President

ENCL:

1. THA Standard Terms & Conditions Form

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Project _____

Signed _____

Title _____

Date _____



TERMS & CONDITIONS OF SERVICES

A. SCOPE OF SERVICES

The services to be provided by THA Consulting, Inc. (THA) have been set forth in the Proposal/Scope of Services/Contract Document. All services not specifically identified in the Proposal/Scope of Services/Contract Document are excluded from THA scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. BILLING/PAYMENT

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. THA reserves the right to stop work and/or withhold any and all work product until invoices that are more than seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of THA and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, THA shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the Proposal/Scope of Services/Contract Document together with all reasonable termination costs and expenses.

C. STANDARD OF CARE

THA services as defined by the Proposal/Scope of Services/Contract Document shall be performed in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client agrees that THA services will be rendered without any warranty, expressed or implied. Client agrees to give THA written notice within one (1) year of any breach or default under this section and to provide THA with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. STANDARDS AND CODES

If the work outlined in the Proposal/Scope of Services/Contract Document is to be performed in accordance with codes or other standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of the Proposal/Scope of Services/Contract Document will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a changed condition under the Proposal/Scope of Services/Contract Document. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition.

E. OPINIONS OF COSTS

THA will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing.

F. SAFETY

THA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques or procedures for safety precautions and programs in connection with the work of the Contractor, Subcontractors or other persons performing work or for the failure of these parties to carry out the work assigned to them.



G. HAZARDOUS CONDITIONS OR MATERIALS

Client agrees that THA shall not be responsible for the identification, evaluation, treatment or removal of any hazardous conditions or hazardous materials/substances. Should such conditions or materials be encountered, THA will take action to protect the health and welfare of their personnel and will notify the client for direction.

H. OWNERSHIP OF DOCUMENTS

Client may use drawings, specifications, reports and other documents prepared by THA for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to THA.

I. REVIEW OF CONTRACTOR SUBMITTALS

Review of contractor submittals (for example, shop drawings), if included in THA scope of services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Client's agreement with the Contractor. THA review of contractor submittals shall not constitute approval of construction means, methods or techniques.

J. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between THA and Client arising out of or in any way related to the Proposal/Scope of Services/Contract Document will be submitted to alternative dispute resolution such as mediation (first) or arbitration (second) if mutually agreed upon by both parties as a precedent to other legal remedies. If a dispute arises related to the services outlined in the Proposal/Scope of Services/Contract Document and that dispute requires litigation instead of alternative dispute resolution, then: (a) the client assents to personal jurisdiction in the state of THA principle place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where THA principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

K. INDEMNIFICATION

THA shall indemnify and hold harmless, but not defend, Client, its employees, officers, directors, subsidiaries, subconsultants and agents from and against liabilities, damages, and costs, including reasonable attorney's fees arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligence or willful misconduct of THA in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

The Client shall indemnify and hold harmless THA, its employees, officers, directors, subsidiaries and agents from and against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of the Client or contractors, consultants and others retained by the Client.

L. LIMIT OF LIABILITY

THA total liability for services provided shall not exceed THA fees for services or \$50,000, whichever is greater. Client agrees that all limitations granted herein to THA shall extend to those subcontractors, individuals and organizations retained by THA for performance of services outlined in the Proposal/Scope of Services/Contract Document.

M. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

N. ENTIRE AGREEMENT

The foregoing terms and conditions are considered part of the Proposal/Scope of Services/Contract Document to constitute the entire agreement between THA and the Client. If any of these terms and conditions shall be judged null and void, it is agreed that the remaining terms and conditions shall remain intact.

HOURLY BILLING RATES

OFFICERS

President / Vice President / Principal	\$230
--	-------

ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Parking Consultant	\$191
Senior Project Manager	\$191
Project Manager	\$176
Senior Engineer/Architect	\$172
Project Architect	\$168
Assistant Project Manager	\$125
Project Engineer/Designer	\$117
Project Technician	\$109
Parking Mobility Analyst	\$109

ADMINISTRATION

Business Manager	\$117
Administrative Assistant	\$74

Effective January 2021, the above rates are adjusted annually without prior notice.



RESOLUTION NO. 2021-423

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on October 13, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. NJNG Employee Beach Clean Up
2. Roctoher Clam Bake
3. Coat Drive in the Park
4. Wedding- 10/24
5. AP Music Foundation concert

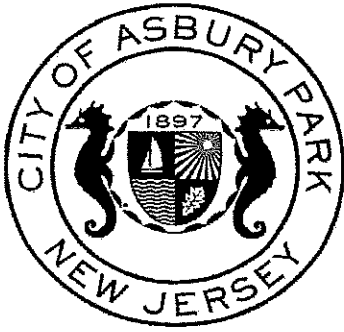
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

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, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, MELODY HARTSGROVE, 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. 2021-423 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 10/16/21 Rain Date: _____

Time of Event: 9am to 12pm Setup time: 8:30am Break-down time: 12:30pm

Name of Event: NJNG Employee Beach Clean Up

Location of Event: Asbury Park Beach

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: _____ |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Janet Graham / New Jersey Natural Gas
2. Address of Applicant: 1415 Wyckoff Rd, Wall NJ 07719
3. Telephone #: _____ Cell Phone #: 732-489-0982 E-mail: jpgraham@njresources.com
4. Is your organization non-profit? No If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____
We would like to plan a 3 hour employee
beach sweep at the Asbury Park beach on 10/16/21.
The area of beach can be designated by the town.

6. Estimated attendance: 30
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☐ YES ☒ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? _____
- Location _____
- Contact person: _____
- Email _____ Phone # _____



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 10-15-2021 Rain Date: 10-22-2021
 Time of Event: 5:00 to 9:00 Setup time: 2:00 Break-down time: 9:30 - 11:00
 Name of Event: OCTOBER CLAM BAKE CELEBRATING
ASBURY PARK'S 150TH
 Location of Event: KENNEDY PARK ANNIVERSARY

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☒ Other: CITY

*Wedding applicants only need to complete page 6.

SESQUICENTENNIAL
EVENT



BOB FAHEY APPLICANT INFORMATION

- 201-403-1082 —
1. Name of Applicant/Organization: CROSS+ORANGE
 2. Address of Applicant: 611 SIXTH AVE. ASBURY PARK 08004
 3. Telephone #: _____ Cell Phone #: 917-864-3353 mail: CELIA, C@CORNIE
 4. Is your organization non-profit? _____ If so, please provide Tax ID# _____ GMAIL.COM
Please attach a copy of your non-profit certificate to the application
 5. Describe in detail the type of event you want to stage:
A CLAM BAKE IN CELEBRATION OF A.P.'S
150TH ANNIVERSARY.
HOSTED BY THE RESTAURANT
CROSS+ORANGE ADJACENT TO
KENNEDY PARK
* NOTE THAT CROSS+ORANGE HOLDS THE
INSURANCE CERTIFICATE REQUIRED.
 6. Estimated attendance: 200
 7. ☐ YES ☒ NO Will drones be a part of your event?
 8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: MUSIC FOUNDATIONS
WILL PROVIDE LIVE MUSIC OVER
THE 4 HOURS
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
 9. ☒ YES ☐ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area. CROSS+ORANGE HOLDS A
LICENCE
 10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? TO COVER FOOD COST \$65.00
 11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
 12. ☐ YES ☒ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? _____
- Location _____
- Contact person: _____
- Email _____ Phone # _____



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 10-16-2021 Rain Date: 10-23-2021

Time of Event: 12:00 pm to 8 pm Setup time: 10:00 am Break-down time: 7:30 pm

Name of Event: Coat Drive in the Park

Location of Event: Springwood Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Coat Drive</u> |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Soul Music Gazette
2. Address of Applicant: 1206 Bond St.
3. Telephone #: 732-704-8229 Cell Phone #: 732-704-8229 E-mail: _____
4. Is your organization non-profit? No If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Coet Drive

6. Estimated attendance: 100
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: Asbury Audio
- (speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 10/2018
- Location Springwood Park
- Contact person: Jessie Stephens
- Email jessstephens@live.com Phone # 732-704-8229

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 10/24/21 Ceremony start time: 4:30pm

Setup time: 3pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Avenue Beach

Names of Couple getting married: Brittany & Myles Starnell Praver

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ

Day Phone: 732-774-1155 Evening Phone: none

E-mail Address: aprimery@mac.com

Other Pertinent Information

Number in wedding party: 5

Number of people attending wedding ceremony 110

Will any of the following equipment be used:

PA System: yes no

Chairs: + yes no If yes, how many 25

Archway: yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: cm 1013 (2021-423 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: October 17, 2021 Rain Date: October 24, 2021

Time of Event: 1:15 gate
2pm to 4pm Setup time: 11:30 am Break-down time: 4-5 pm

Name of Event: TBD

Location of Event: St John's Island

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☒ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

***Wedding applicants only need to complete page 6.**



APPLICANT INFORMATION

1. Name of Applicant/Organization: Asbury Park Music Foundation
2. Address of Applicant: 621 Lake Avenue IC
3. Telephone #: 7327758900 Cell Phone #: 7325981083 E-mail: info@asburyparkmusiclives.org
4. Is your organization non-profit? ☒ If so, please provide Tax ID# 45-2675974
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____

Acoustic Music to support APMF's mission

6. Estimated attendance: 50+
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: limited, small pa for a guitar player

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)

9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.

10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? 20

11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____

12. ☐ YES ☒ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? _____
- Location _____
- Contact person: _____
- Email _____ Phone # _____



13. ☐ YES ☒ NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: _____ Contact name: _____
 Phone #: _____ Cell #: _____
 Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy the of the security company's contract may be requested.

*** 14 ☐ YES ☐ NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? _____ AP Police Department will review application and determine if and how many officers need to be hired.

15. ☐ YES ☐ NO Will you have sponsors for your event? If so, Please list below them:

***This will be an older audience listening to guitar music so we don't anticipate needing a police presence	

Photos of sponsor advertisement will need to be provided

16. ☐ YES ☒ NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

17 ☐ YES ☒ NO Will you be hiring EMTs? AP Fire Department will review application and determine if and how many EMTs need to be hired.

18 ☐ YES ☒ NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.

19. ☐ YES ☐ NO Does your event have any tents or canopies?

- ☒ Tents ☐ Canopies
- If yes, how many? 1 Sizes(sq ft) 10x10 small tent for merchandise



All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required

20. ☐ YES ☒ NO Will street closures be required? If yes, please identify what streets and the times the closure required _____

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

21. ☒ YES ☐ NO Will electricity be needed? If yes, explain how will this be provided:
The outlet on the island is sufficient for electrical needs

Generators require a permit from the Construction department

22. ☐ YES ☒ NO Will this event have staging or platforms? If Yes, please provide the following:

- Size and Height of stage or platform _____
- Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

23. ☐ YES ☒ NO Will require reserved parking spaces for your event?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com to purchase reserved parking spaces.

24. ☐ YES ☒ NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map.

25. ☐ YES ☒ NO Do you plan to provide portable restrooms? If yes, how many? _____

Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

➤ Restroom Provider: _____

DPW will need to empty trash and recyclable cans

26. ☒ YES ☐ NO Will you have your own cleanup crew? # ____ APMF Volunteers will clean up area
If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

26. ☒ YES ☐ NO Will you hire DPW staff to cleanup? See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired. Certain venues require the hiring of DPW staff

27. ☒ YES ☐ NO Will you require use of the City's trash cans? If yes, how many? _____

☒ YES ☐ NO Recyclable cans? _____ If yes, how many? _____

Recycling is required at all events. Failure to do so may result in State and local fines



28. ☐ YES ☒ NO Will you be renting a dumpster? If yes, what size: _____
 How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate
 on your site plan where dumpsters will be located.

➤ Name of Company providing dumpster: _____

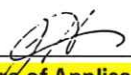
29. Please explain how you will provide cleanup, disposal and removal of trash and debris
 associated with your
 event: _____

DPW will need to empty trash and recyclable cans but APMF volunteers will clean up area. We don't anticipate
 a lot of trash from this event above normal use of the park

As mentioned on page 1, a \$ 500 refundable deposit(refunds will take at least 4 weeks to receive) will
 required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are
 not removed. The applicant is responsible for all cleanup of any items associated with your event.
 The City will provide trash and recyclable containers for your use.

All fees and are estimated only may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited
 to: the nature of the event changes or expands without consent of the City; if State or Federal
 Executive Orders prohibits events from occurring; public safety or health are called into question;
 proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not
 provided 10 days prior to the event.


 Signature of Applicant

Jeri Houseworth

Printed Name of Applicant

10/4/21

Date

Operations Director

Title

Attachment: apmf concert (2021-423 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-424

Credit Sewer Account 916 Mattison Avenue (Block 607 Lot 7)



RESOLUTION NO. 2021-424

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

RESOLUTION TO CREDIT SEWER ACCOUNT 916 MATTISON AVENUE (BLOCK 607 LOT 7)

WHEREAS, The Tax Collector was notified by Peter DiMarzio, owner of the property located at 916 Mattison Avenue, Block 607 Lot 7, that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account# 10412508-0; and

WHEREAS, it was made certain that New Jersey American Water Company billed for 642,000 gallons. By the way of evidence supplied by American Water Company there was a leak that occurred in the premise. American Water Company provided a leak adjustment credit for 329,000 gallons. The City of Asbury Park uploaded and billed for 642,000 gallons for December 2020 - February 2021 (due on the 2nd quarter) at a rate of \$2,744.30 (including \$80.00 quarterly demand charge); and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading of 313,000 should be used for billing due to the aforementioned facts; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10412508-0 for the 2021 2nd quarter sewer billing in the amount of \$1,365.35 (for 329,000 gallons) and adjust said account to reflect the new total in the amount of \$1,378.95 which includes the \$80.00 quarterly demand charge and 313,000 gallons of consumption.

I, MELODY HARTSGROVE, 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. 2021-424 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-425

Cancelling 2021 Taxes Due to 100% Veteran Exemption -905 Summerfield Avenue.



RESOLUTION NO. 2021-425

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

**RESOLUTION CANCELLING 2021 TAXES DUE TO 100% VETERAN EXEMPTION
LOCATED AT 905 SUMMERFIELD AVENUE, BLOCK 506 LOT 10.**

Resolution Cancelling 2021 Taxes Due to 100% Veteran Exemption 506/10

Whereas, the Tax Collector has requested authorization for the cancellation of real estate taxes for persons receiving 100% Disabled Veteran's Exemption pursuant to N.J.S.A.54:4-3.32; and

Whereas, the Tax Collector has requested to cancel taxes on Block 506 Lot 10 in the amount of \$1,614.10 for 2021; and

Now, therefore, be it resolved by the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, authorize the Tax Collector for the City of Asbury Park to cancel taxes for 2021 in the amount of \$1,614.10 due to a 100% Disabled Veteran's Exemption on the claimant's principal residence which took effect on June 21st, 2021.

I, MELODY HARTSGROVE, 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. 2021-425 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-426

Add 2021 Senior Center Grant additional funds to the 2021 Budget in the amount of \$2,941.00



RESOLUTION NO. 2021-426

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2021 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SENIOR CENTER GRANT**

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

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$2,941.00. Which is now available from the County of Monmouth, Department of Human Services - Senior Center Grant.

BE IT FURTHER RESOLVED, that a like sum of \$2,941.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Senior Center Grant

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, MELODY HARTSGROVE, 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. 2021-426 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-427

Resolution Approving Payment of Bills



RESOLUTION NO. 2021-427

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

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$3,236,430.57

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ 1,724,347.59
BOARD OF EDUCATION	1,074,954.00
DEBT SERVICE	<u>437,128.98</u>
 TOTAL VOUCHERS	 \$ <u>3,236,430.57</u>

I, MELODY HARTSGROVE, 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. 2021-427 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

October 6, 2021
09:16 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.E.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: N
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt: N
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted: N
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	21-02689	#ASB-002902 OPEN INVOICES	297.60	0.00	
	Extd Total: MUNICIPAL CLERK			297.60		
	Department Total: MUNIC CLERK			297.60		

Department: ENGINEER SERV
Extd: ENGINEERING SERVICES

0-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	20-02889	WESLEY LAKE BRIDGE EVALUATIONS	715.31	0.00	B
	Extd Total: ENGINEERING SERVICES			715.31		
	Department Total: ENGINEER SERV			715.31		
	CAFR Total:			1,012.91		

Department: PLANNING BOARD
Extd: PLANNING BOARD

0-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	21-02565	Serpico jul-aug 2021 PB/ZB	1,487.50	0.00	
	Extd Total: PLANNING BOARD			1,487.50		
	Department Total: PLANNING BOARD			1,487.50		
	CAFR Total:			1,487.50		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

0-01-25-265-000-201	FIRE DEPT. General Plant					
CORRES	CORBO HOTEL, RESTAURANT & BAR	21-02606	INV#56577 COFFEE MAKER EQUIP.	150.00	0.00	
	Extd Total: FIRE DEPARTMENT			150.00		
	Department Total: FIRE DEPT.			150.00		
	CAFR Total:			150.00		
	Fund Total: CURRENT			2,650.41		
	Year Total:			2,650.41		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	21-01672	3RD QTR 2021 CLEARING AND	1,079.00	0.00	B
GEECHA	GEESE CHASERS, LLC	21-01674	3RD QTR 2021 CLEARING AND	649.50	0.00	B
SHIINT	SHI INTERNATIONAL CORP	21-02440	Q#20950621 Computer Upgrades	3,799.70	0.00	
				5,528.20		
1-01-20-100-000-209	ADMINISTRATION Professional Services					
CGPHL005	CGP&H, LLC	21-00332	2021 SERVICES RENDERED BLANKET	1,422.00	0.00	B
BURGI005	BURGIS ASSOCIATES INC.	21-02499	Invoice 39125 Court Master	1,937.50	0.00	
				3,359.50		
1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	21-02732	ACCT #117290 SEPTEMBER 2021	517.25	0.00	
1-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	21-02623	HELP WANTED ADS 9/23 - 10/22	460.00	0.00	
1-01-20-100-000-244	ADMINISTRATION Quality of Life Comm.					
ADPIMP	ADPRO IMPRINTS, INC.	21-02575	Table Throw/banner/t-shirts	1,071.95	0.00	
PERTRO	PERRY'S TROPHY COMPANY, INC.	21-02657	Plaque for Quality Life Event	100.60	0.00	
				1,172.55		
	Extd Total: ADMINISTRATION			11,037.50		
	Department Total: ADMINISTRATION			11,037.50		
Department: HUMAN RESOURCE						
Extd: HUMAN RESOURCES						
1-01-20-105-000-299	HUMAN RESOURCES Misc.					
GENBUR	GENOVA BURNS LLC	21-02473	2021 Services Rendered Blanket	5,374.48	0.00	B
	Extd Total: HUMAN RESOURCES			5,374.48		
	Department Total: HUMAN RESOURCE			5,374.48		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	21-02612	APP #4906735 ORD.2021-32	54.80	0.00	
ASBPAK	ASBURY PARK PRESS	21-02686	#0004923613 2020 Audit 9/23/21	409.40	0.00	
				464.20		
	Extd Total: MUNICIPAL CLERK			464.20		
	Department Total: MUNIC CLERK			464.20		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-02406	PURCHASE ORDERS 3-PART	1,450.00	0.00	
WBMASON	W.B.MASON CO., INC.	21-02530	Honeywell Space Heater	157.67	0.00	
WBMASON	W.B.MASON CO., INC.	21-02620	COPY PAPER 8.5 x 11	874.75	0.00	
				<u>2,482.42</u>		
1-01-20-130-000-205	FINANCE Ads					
ASBPAK	ASBURY PARK PRESS	21-02563	ADDENDA #2 BOARDWALK BID	61.10	0.00	
1-01-20-130-000-209	FINANCE Fees					
MARBUS	MARLIN BUSINESS BANK	21-02664	INVOICE #19316195 OCTOBER 2021	339.50	0.00	
1-01-20-130-000-222	FINANCE Training					
INSFOR	INSTITUTE FOR PROFESSIONAL	21-02583	Invoice 8908 Budget & Fast	150.00	0.00	
INSFOR	INSTITUTE FOR PROFESSIONAL	21-02638	10/6, 10/20 & 10/28 WEBINARS	150.00	0.00	
INSFOR	INSTITUTE FOR PROFESSIONAL	21-02666	Seminar ARPA Funds JoAnn Boos	50.00	0.00	
INSFOR	INSTITUTE FOR PROFESSIONAL	21-02690	10/5 ARPA WEBINAR T. LIZARDI	50.00	0.00	
				<u>400.00</u>		
1-01-20-130-000-223	FINANCE Condo Reimbursements					
15010CE	1501 Ocean Av. Condo Assoc. Inc	21-02669	3rd. Q Condo Reimb.	4,389.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			7,672.02		
	Department Total: FINANCE			7,672.02		
Department: AUDIT						
Extd: AUDIT SERVICES						
1-01-20-135-000-218	AUDIT SERVICES Contract Services					
PKFOC005	PKF O'CONNOR DAVIES, LLP	21-00297	2021 SERVICES RENDERED BLANKET	15,000.00	0.00	B
	Extd Total: AUDIT SERVICES			15,000.00		
	Department Total: AUDIT			15,000.00		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	21-02478	Q#1C5VF82 PD View Station	379.96	0.00	
AMAZO005	AMAZON.COM SERVICES	21-02598	Sept 2021 IT Supplies	166.44	0.00	
				<u>546.40</u>		
1-01-20-140-000-223	COMPUTER DATA PROC Hardware Support					
ATLLOK	ATLANTIC LOCK & SAFE	21-02574	PD Side Door Repair	150.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			696.40		
	Department Total: COMPUTER MIS			696.40		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		21-00302	2021 SERVICES RENDERED BLANKET	3,017.00	0.00	B
	Extd Total: TAX ASSESSOR			3,017.00		
	Department Total: TAX ASSESSOR			3,017.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-204	DIRECTOR OF COMMUNICATIONS Newsletter					
KINTINC KINTECH, INC.		21-02229	Fall 2021 Newsletter Fulfilment	420.01	0.00	
1-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
D2J3L005 D2J3, LLC		21-02699	Estimate for Coffee with Counc	8.72	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			428.73		
	Department Total: DIRECTOR OF COMMUNICATIONS			428.73		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP		21-00291	2021 SERVICES RENDERED BLANKET	4,707.50	0.00	B
GENBUR GENOVA BURNS LLC		21-00295	2021 SERVICES RENDERED BLANKET	5,221.49	0.00	B
CITPLA CITY OF ASBURY PARK		21-02745	Reimburse Escrow Account	175.00	0.00	
				10,103.99		
	Extd Total: LEGAL SERVICES			10,103.99		
	Department Total: LEGAL SERVICES			10,103.99		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
1-01-20-162-000-201	APTV Cont/Subs/Dues					
CARAH005 CARASOFT TECHNOLOGY CORP.		21-02121	Renewal training/support	1,725.00	0.00	
1-01-20-162-000-204	APTV Supplies					
CDWGOV CDW GOVERNMENT LLC		21-02327	LENOVO LASER WIRELESS MOUSE	26.06	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			1,751.06		
	Department Total: APTV			1,751.06		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
1-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		21-00298	2021 SERVICES RENDERED BLANKET	17,872.01	0.00	B

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-165-000-209	ENGINEERING SERVICES Fees		Continued			
TMASSO T & M ASSOCIATES		21-01517	NJDEP COASTAL PERMIT 13 GP-13	4,607.00	0.00	B
				22,479.01		
	Extd Total: ENGINEERING SERVICES			22,479.01		
	Department Total: ENGINEER SERV			22,479.01		
	CAFR Total:			78,024.39		
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
CLACAN CLARKE CATON HINTZ PC		21-02593	CCH August PB/ZB 2021	5,280.00	0.00	
	Extd Total: Planning Department			5,280.00		
	Department Total: Planning Department			5,280.00		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
1-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER JACK A. SERPICO		21-02565	Serpico jul-aug 2021 PB/ZB	1,512.50	0.00	
	Extd Total: PLANNING BOARD			1,512.50		
	Department Total: PLANNING BOARD			1,512.50		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
1-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO		21-02565	Serpico jul-aug 2021 PB/ZB	362.50	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			362.50		
	Department Total: ZONING BOARD			362.50		
	CAFR Total:			7,155.00		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		21-02713	HEALTH COVERAGE OCTOBER 2021	476,615.49	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			476,615.49		
	Department Total: GROUP INSUR.			476,615.49		
	CAFR Total:			476,615.49		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
TOSSOL TOSHIBA BUSINESS SOLUTION		21-02448	#5451684 Maintenance Live Scan	1,010.32	0.00	

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-201	POLICE General Plant		Continued			
EASTC	EAST COAST EMERGENCY LIGHTING, 21-02649 Q# 29230 Car #32 Siren Repair			416.88	0.00	
				<u>1,427.20</u>		
1-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC. 21-02510 2022 Calendar Order			317.73	0.00	
WBMASON	W.B.MASON CO., INC. 21-02663 COMPUTER DESK			159.99	0.00	
				<u>477.72</u>		
1-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA 21-02395 #2015719 JULY 2021 SERVICES			4,700.00	0.00	
1-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV	CDW GOVERNMENT LLC 21-02396 Q#1C5Q9CD Art Park Cameras			2,017.20	0.00	
WIRCOM	WIRELESS COMMUNICATIONS & 21-02556 #M61168 Removed XTL1500 and			350.00	0.00	
AMAZO005	AMAZON.COM SERVICES 21-02564 Surface Mount Electric Strike			366.82	0.00	
CDWGOV	CDW GOVERNMENT LLC 21-02624 Q#1C6074K HDDs			567.41	0.00	
				<u>3,301.43</u>		
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS & 21-02496 #M59889 SEPTEMBER 2021			1,220.00	0.00	
OPTIMUM	OPTIMUM 21-02554 #07866-182313-01-5 9/8 - 10/7			237.94	0.00	
				<u>1,457.94</u>		
1-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY 21-02655 Invoice #4175 Gang Awareness			15.00	0.00	
	Extd Total: POLICE DEPARTMENT			11,379.29		
	Department Total: POLICE			11,379.29		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE 21-00042 Blanket PO not to exceed			35.97	0.00	B
MINCLE	MINERVA CLEANERS 21-01905 Blanket PO-Gear Repairs			125.60	0.00	B
STEVE	STEPHEN J. VETRANO 21-01936 Medical Director 2021			2,000.00	0.00	
NJFIRE	NJ FIRE EQUIPMENT COMPANY 21-02217 Blanket PO-SCBA Repairs			317.00	0.00	B
				<u>2,478.57</u>		
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES 21-01069 2021 Clothing Allow-Arce			496.00	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES 21-01079 2021 Cloth Allow-Castellano			55.00	0.00	B
				<u>551.00</u>		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
AIRGAS	AIR GAS TECHNOLOGIES, INC. 21-01545 Blanket PO Not to Exceed			125.00	0.00	B
SERPRO	SERVPRO OF HOWELL/WALL 21-02078 EMERGENCY MOLD REMEDIATION			19,026.31	0.00	
ECOLAB	ECOLAB USA INC. 21-02446 Peroxide & PPE Cleaner			790.60	0.00	
				<u>19,941.91</u>		
1-01-25-265-000-222	FIRE DEPT. Training					
SAFSUR	SAFETY & SURVIVAL TRAINING LLC 21-01727 ROPE & CONFINED SPACE RESCUE			4,400.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	21-02481	EMS SUPPLIES NEEDED	2,608.78	0.00	
EMSAR	EMSAR NEW JERSEY	21-02551	EMERGENCY STRETCHER REPAIR	826.50	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	21-02597	INV#2131112 OXYGEN (MEDICAL)	97.50	0.00	
				3,532.78		
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	21-02615	August 2021 Fees	5,276.65	0.00	
1-01-25-265-000-261	FIRE DEPT. Software					
PENCOM	PENGUIN MANAGEMENT, INC.	21-02492	INV# 66384 EDISPATCH RENEWAL	2,220.00	0.00	
JUNLAS	JUNGLE LASERS, LLC	21-02596	INV #59803 9/16/21 - 10/15/21	1,000.00	0.00	
				3,220.00		
	Extd Total: FIRE DEPARTMENT			39,400.91		
	Department Total: FIRE DEPT.			39,400.91		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
1-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	21-00299	2021 SERVICES RENDERED BLANKET	4,550.00	0.00	B
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			55,330.20		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-202	STREETS & ROAD Office Supplies					
GRAING	GRAINGER, INC.	21-02385	Dry Erase Board, Wall Mounted	400.70	0.00	
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
MANGEN	MANASQUAN GENERATOR	21-00315	Automotive Parts and Tools	110.00	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	21-00318	Supplies, Tools and Service	224.02	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	21-00405	HYD Accessories, Nuts, etc	255.32	0.00	B
THEHAR	THE HARDWARE STORE	21-00693	Various Supplies, Tools, etc	87.60	0.00	B
THEHOS	THE HOSE SHOP, INC.	21-00875	Various Hoses, Parts and Tools	90.00	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	21-01461	Supplies, Tools and Service	112.01	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-01751	Mirror Assembly - Rear	347.85	0.00	
EASTE005	EASTERN LIFT TRUCK CO., INC.	21-01834	Parking Auth GEM Car Repair	1,586.34	0.00	
EASTE005	EASTERN LIFT TRUCK CO., INC.	21-01889	Headlight Assembly: GEM Car	1,088.58	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-01903	Cluster Assembly & Programming	759.99	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	21-01904	HYD Accessories, Nuts, etc	428.39	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-01979	Supplies, Tools and Parts for	70.77	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-02024	Various Supplies, Tools, etc	2,302.51	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-02153	REPAIRS TO KUBOTA #64	6,630.48	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-02227	Automotive Parts, Tools & Svc	1,077.10	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	21-02283	Automotive Parts and Supplies	632.63	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-02299	Automotive Supplies and Tools	873.25	0.00	B
MONMO015	MONMOUTH COUNTY PUBLIC WORKS &	21-02323	Transction / Bar Code Fee	2,273.53	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-02324	Automatic Trasmission Assembly	2,370.00	0.00	

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
SEAGRA	SEAGRAVE NEW JERSEY	21-02335	Tube, Engine Oil Filler	250.00	0.00	
LACEQU	LACAL EQUIPMENT INC.	21-02375	Latch-Lever and Door Handle	293.18	0.00	
EASTE005	EASTERN LIFT TRUCK CO., INC.	21-02394	Controller for GEM Police Car	2,672.02	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-02493	Automotive Parts, Tools & Svc	1,809.36	0.00	B
JOHGUI	JOHN GUIRE SUPPLY	21-02523	Drive Tube Assembly	297.99	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-02525	Goodyear GY Eagle RSA 97V Tire	408.04	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-02526	Various Goodyear Tires - APFD	3,006.13	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-02571	#40Iv100435 Power Steering Pre	645.99	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-02578	Labor and Parts for New FCDIM	660.00	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	21-02586	PIN-TOW BAR PIVOT #1095982	1,216.82	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	21-02591	Automotive Parts and Supplies	917.02	0.00	B
FIRONE	FIREFIGHTER ONE LIMITED	21-02637	#SQ-00223756 LIGHTS FOR #8389	9,198.50	0.00	
JOHGUI	JOHN GUIRE SUPPLY	21-02640	Pleated Hose #593854001	12.99	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-02710	#412964 Air Filter #2126	65.81	0.00	
				42,774.22		
1-01-26-290-000-210	STREETS & ROAD	Network Fleet				
VERIZ015	VERIZON CONNECT	21-02737	INV#625000018104 10.1.21	2,413.50	0.00	
1-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
CLABLO	CLAYTON BLOCK CO., INC.	21-00322	Miscellaneous Hardware, etc	25.04	0.00	B
UPTFAS	UP-TITE FASTNERS INC.	21-01469	Various Supplies and Tools	126.00	0.00	B
CDWGOV	CDW GOVERNMENT LLC	21-02351	Q#1C5PDK9 DPW TV Mount	132.65	0.00	
GRAING	GRAINGER, INC.	21-02524	Self Closing Valve #5LXZ5	706.20	0.00	
GRAING	GRAINGER, INC.	21-02704	Stock f/Maintenance Repairers	825.57	0.00	
GRAING	GRAINGER, INC.	21-02712	Keyed Padlock #4YH24, 3/8 in.	135.80	0.00	
				1,951.26		
1-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	21-02547	#19901944 Extinguisher Insp.	1,249.34	0.00	
PRESPE	PREVENTION SPECIALISTS,INC.	21-02582	DOT Random Drug & BA Tests	271.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-02642	Underground Storage Tanks Prgm	50.00	0.00	
WATEAS	WATERLOGIC AMERICAS LLC	21-02739	#955836 OCTOBER 2021	36.24	0.00	
				1,606.58		
1-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	21-02214	Plants, Compost Manure & Mulch	1,403.84	0.00	
GASFAM	GASKOS FAMILY FARM	21-02486	Plants, Compost Manure & Mulch	829.92	0.00	B
NJSHADE	NJ SHADE TREE FEDERATION	21-02639	Annual Conference Registration	625.00	0.00	
				2,858.76		
1-01-26-290-000-272	STREETS & ROAD	Miscellaneous				
DOGWA005	DOG WASTE DEPOT	21-02246	Dog Waste Roll Bags & Shipping	435.49	0.00	
TUNBAR	TUNNEL BARREL & DRUM COMPANY	21-02560	Trash/Recycling Steel Drums	1,250.00	0.00	
				1,685.49		
Extd Total: STREETS & ROADS MAINTENANCE				53,690.51		
Department Total: STREETS & ROAD				53,690.51		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE Fees					
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-02469	#386148 Bulk Waste AUGUST 2021	1,846.48	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	21-02482	#63429 Reclamation Center AUG	4,945.54	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02484	#216977 Construction Debris	1,606.70	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02584	#217208 Construction Debris	2,702.92	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02632	#217317 Construction Debris	1,547.70	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02646	#219451 Trash Fees 9/1 - 9/15	32,481.59	0.00	
				45,130.93		
1-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	21-02613	#218428 OCTOBER 2021	44,166.65	0.00	
	Extd Total: SOLID WASTE COLLECTION			89,297.58		
	Department Total: SOLID WASTE			89,297.58		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND General Plant					
WBMASON	W.B.MASON CO., INC.	21-02172	Tables/Chairs f/DPW Breakroom	3,709.47	0.00	
CAMSUP	CAMPBELL SUPPLY COMPANY INC.	21-02454	PD SQUAD ROOM DOOR REPLACEMENT	420.00	0.00	
GRAING	GRAINGER, INC.	21-02628	Q#2048781496 PD/Train St.	935.39	0.00	
GRAING	GRAINGER, INC.	21-02629	Q#2048783561 DPW Exit Signs	68.34	0.00	
				5,133.20		
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
ARMTRE	ARMSTRONG TREE SERVICE LLC	21-01793	Shade Tree Removal & Trimming	600.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	21-02601	#411928683 Pest Control	170.00	0.00	
SECWOR	SECURITY WORLD INC.	21-02626	#59324 Securall Monitoring Svc	828.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	21-02700	#412282802 Pest Control	400.00	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.	21-02701	#8105754960 Quarterly Billing	372.66	0.00	
				2,370.66		
	Extd Total: BUILDINGS & GROUNDS			7,503.86		
	Department Total: BUILDING & GND			7,503.86		
	CAFR Total:			150,491.95		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-201	SOCIAL SERVICES General Plant					
IDWHO005	ID WHOLESALER	21-01424	ID Ribbon, cards and cleaner	446.19	0.00	
1-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	21-02516	Nursing Services July 2021 Bal	1,229.31	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-27-345-000-228 TREMHG TREASURER, STATE OF NJ	SOCIAL SERVICES Grant Reimbursement 21-02678 Reimbursement 2017 Grant			420.00	0.00	
	Extd Total: SOCIAL SERVICES:			2,095.50		
	Department Total: PUBLIC ASST			2,095.50		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-202 OPTIMUM OPTIMUM	SENIOR CENTER Util. and Service Contr. 21-02684 #07866-196932-01-7 9/15 -10/14			8.33	0.00	
1-01-27-350-000-205 BODYB005 BODY BY BEY	SENIOR CENTER Recreation & Social 21-02179 Senior Fitness for August			300.00	0.00	B
	Extd Total: SENIOR CENTER			308.33		
	Department Total: SENIOR CENTER			308.33		
	CAFR Total:			2,403.83		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
1-01-28-370-000-290 SANDS S&S WORLDWIDE INC.	RECREATION Programs/Activities 21-01662 summer camp activities			1,287.34	0.00	
HOTSAN HOT SAND AP, LLC	21-01713 summer camp glass art activity			2,000.00	0.00	
AMAZO005 AMAZON.COM SERVICES	21-02636 kids masks COTTON & DISPOSABLE			904.47	0.00	
				4,191.81		
	Extd Total: RECREATION SERVICES & PROGRAM			4,191.81		
	Department Total: RECREATION			4,191.81		
	CAFR Total:			4,191.81		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
1-01-29-390-000-299 ASBFRE ASBURY PARK FREE PUBLIC LIBRAR	PUBLIC LIBRARY Misc. 21-02611 Library Allocation			80,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			80,000.00		
	Department Total: PUBLIC LIBRARY			80,000.00		
	CAFR Total:			80,000.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299 JCPL JCPL	LIGHT, HEAT & POWER Misc. 21-02561 #200 000 001 293 MASTER ACCT			1,277.31	0.00	
NJAMER N.J. AMERICAN WATER CO.	21-02588 #1018-21002501488 8/4-9/3			673.10	0.00	
NJAMER N.J. AMERICAN WATER CO.	21-02661 #1018-210024806988 8/4-9/3			11,614.53	0.00	
NJNATU N.J. NATURAL GAS CO.	21-02662 #10-3146-5850-17 8/12-9/13			1,879.95	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-31-435-435-299 JCPL JCPL	LIGHT, HEAT & POWER Misc.	21-02722 #100 145 959 068	Continued 8/26-9/24	13,004.13 28,449.02	0.00	
	Extd Total: LIGHT,HEAT,POW			28,449.02		
Extd:	STREET/TRAFFIC					
1-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	21-02587 #100 015 500 489	5/26-8/23	4,746.09	0.00	
JCPL JCPL		21-02607 #100 013 520 380	8/19-9/17	17,099.23	0.00	
JCPL JCPL		21-02683 #100 145 959 043	7/9-8/25	1,307.77	0.00	
JCPL JCPL		21-02722 #100 145 959 068	8/26-9/24	2,827.45	0.00	
	Extd Total: STREET/TRAFFIC			25,980.54		
	Department Total: LIGHTING			54,429.56		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
VERIZON VERIZON WIRELESS		21-02580 #342269861-00001	8/5-9/4	2,019.19	0.00	
VERZON VERIZON BUSINESS		21-02619 #152-069-551-0001-78	9/4-10/3	124.99	0.00	
ATTLLC AT&T MOBILITY LLC		21-02665 #287284936037	8/12-9/11	794.08	0.00	
ATTLLC AT&T MOBILITY LLC		21-02673 #287309392069	8/6 - 9/11 FAYE	78.24	0.00	
ATTLLC AT&T MOBILITY LLC		21-02675 #287284651437	8/12 - 9/11	2,319.07	0.00	
MONINT MONMOUTH INTERNET CORPORATION		21-02731 INVOICE #324353-M	OCT 2021	3,548.47	0.00	
	Extd Total: TELEPHONE			8,884.04		
	Department Total: TELEPHONE			8,884.04		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		21-02500 #16187877	Sulfur Diesel Fuel	10,063.05	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		21-02539 #16200796	Sulfur Diesel Fuel	2,051.13	0.00	
	Extd Total: GASOLINE			12,114.18		
	Department Total: GASOLINE			12,114.18		
	CAFR Total:			75,427.78		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR		21-02742	acting judge Sept 2021	4,333.00	0.00	
1-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY		21-02617	INVOICE #21199 SEPT 2021	110.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	21-02618	#30127401 OCTOBER 2021	145.00	0.00	
	Extd Total: MUNICIPAL COURT			4,588.00		
	Department Total: MUNIC COURT			4,588.00		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
1-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	21-00938	2021 SERVICES RENDERED BLANKET	1,500.00	0.00	B
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			6,088.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	21-02672	October 2021 School Tax	1,074,954.00	0.00	
	Extd Total: TAXES PAYABLE:			1,074,954.00		
	Department Total: TAXES PAYABLE:			1,074,954.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,074,954.00		
	Fund Total: CURRENT			2,010,682.45		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	21-02471	Rubber Track Belt #T445530	3,207.26	0.00	
1-05-55-502-000-205	BEACH UTILITY O/E: Beach Badges					
JERCAP	JERSEY CAPE DIAGNOSTICS	21-02261	2021 Daily Tyvek Wristbands	3,000.00	0.00	
1-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
VERITIV	VERITIV OPERATING COMPANY	21-02384	Various Custodial Supplies	570.32	0.00	B
VERITIV	VERITIV OPERATING COMPANY	21-02592	Various Custodial Supplies	958.43	0.00	B
				1,528.75		
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	21-02607	#100 013 520 380 8/19-9/17	208.05	0.00	
JCPL	JCPL	21-02683	#100 145 959 043 7/9-8/25	406.36	0.00	
JCPL	JCPL	21-02722	#100 145 959 068 8/26-9/24	308.56	0.00	
				922.97		
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
THEHAR	THE HARDWARE STORE	21-00691	Various Supplies, Tools, etc	98.25	0.00	B

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-05-55-502-000-214	BEACH UTILITY O/E: Lifeguard Supplies					
FRAUMB	FRANKFORD UMBRELLAS	21-01669	Sun Protection:Beach Employees	1,002.74	0.00	
LIFUSA	LIFEFORCE USA, INC.	21-01909	EMR/BLS Digital Certifications	276.15	0.00	
				<u>1,278.89</u>		
1-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	21-02294	Q #303475 BEACH LOCKERS ROOFS	12,028.99	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			22,065.11		
	Department Total: UTILITY OE			22,065.11		
	CAFR Total:			22,065.11		
	Fund Total: BEACH			22,065.11		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-201	TRANS.UTILITY O/E: General Plant					
ASBPAK	ASBURY PARK PRESS	21-02579	NCPA PARKING PRODUCT & SERVICE	63.80	0.00	
1-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	21-02616	#07866-196915-01-3 9/15-10/14	125.39	0.00	
1-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
ENG005	ENGENUITY INFRASTRUCTURE	21-01025	CONTRACT FOR WAYFINDING #2	5,875.00	0.00	B
GLESUP	GLENCO SUPPLY INC.	21-02348	Assorted Signs Needed	1,392.00	0.00	
				<u>7,267.00</u>		
1-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	21-02549	#INV21355 AUGUST 2021	8,319.30	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			15,775.49		
	Department Total: UTILITY OE			15,775.49		
	CAFR Total:			15,775.49		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			15,775.49		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
ERAINC	ENVIRONMENTAL RESOURCE ASSOC.	21-02138	Total Residual Chlorine #501	271.72	0.00	
GRAING	GRAINGER, INC.	21-02421	Toilets, Flush Valves, etc	2,122.71	0.00	
				<u>2,394.43</u>		
1-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
THEHAR	THE HARDWARE STORE	21-00692	Various Supplies, Tools, etc	200.52	0.00	B
GUAENV	GUARDIAN ENVIRONMENTAL PRODUCT	21-01999	Flight Attachment Spacers	400.00	0.00	
BRUMAC	BRUCE NEWMAN	21-02364	Fabrication of Various Items	996.40	0.00	B
WINCOR	WINZER CORPORATION	21-02467	Consumables: Plant Maintenance	920.41	0.00	
				<u>2,517.33</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	21-02588	#1018-21002501488 8/4-9/3	179.84	0.00	
NJNATU	N.J. NATURAL GAS CO.	21-02662	#10-3146-5850-17 8/12-9/13	<u>1,221.55</u>	0.00	
				1,401.39		
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ANSWER	ANSERCOMM COMMUNICATIONS	21-02585	#M4541-091321 SEPTEMEBR 2021	176.29	0.00	
OPTIMUM	OPTIMUM	21-02602	#07866-152521-04-4 9/15-10/14	29.95	0.00	
OPTIMUM	OPTIMUM	21-02603	#07866-197754-01-4 9/15-10/14	157.49	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-02656	Underground Storage Tank Prgm	<u>50.00</u>	0.00	
				413.73		
1-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	21-02729	Usage data 4000220824 9.1.21	402.68	0.00	
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-02483	INVOICE #519505 AUGUST 2021	14,190.75	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	21-02553	#6286523 AUGUST 2021	<u>18,364.50</u>	0.00	
				32,555.25		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			39,684.81		
	Department Total: UTILITY OE			39,684.81		
1-07-55-599-001-299	SEWER REFUNDS - P/Y					
ISMTG	ISABELLA LEGUT & MAUREEN GLOVE	21-02503	REFUND OVERPAYMENT 10214502-0	62.25	0.00	
	Extd Total:			62.25		
	Department Total:			62.25		
	CAFR Total:			39,747.06		
	Fund Total: SEWER UTILITY: BUDGET:			39,747.06		
	Year Total:			2,088,270.11		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	109.50	0.00	B
	Extd Total: Various Road Improv. 2017-30			109.50		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI	SHORE POINT ARCHITECTURE,PA	21-01208	ENGINEERING SERVICES NEW FIRE	5,805.60	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			5,805.60		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2021-32 Records Mgt. Improvements					
C-04-55-998-181-001	Records Management Improvements					
CDWGOV	CDW GOVERNMENT LLC	21-02509	Q #1C5B56X SCANNING STATIONS	12,738.00	0.00	
	Extd Total: Ord. 2021-32 Records Mgt. Improvements			12,738.00		
	Department Total:			18,653.10		
	CAFR Total:			18,653.10		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			18,653.10		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO	T & M ASSOCIATES	20-01233	WWTP RBC REPLACEMENT	654.50	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			654.50		
	Department Total:			654.50		
	CAFR Total:			654.50		
	Fund Total: SEWER CAPITAL FUND BUDGET:			654.50		
Fund:	PARKING CAPITAL					
Department:	CAP. IMP. FUND					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-902	Various Transport.Utility Improvements					
IPSGRO	IPS GROUP, INC.	21-00712	IPS-2021-012984039 4G MODEMS	32,565.63	0.00	B
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			32,565.63		
	Department Total: CAP. IMP. FUND			32,565.63		
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	19-03697	Reso 2019-328 Asbury/Ridge	234.00	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			234.00		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			234.00		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	21,736.75	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			21,736.75		
	Department Total: Ord. 2020-8 Memorial Drive Paving			21,736.75		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03381	Reso 2020-302 Bond St. Improv	12,393.21	0.00	B
FRESOI	FREEHOLD SOIL CONSER.DIST.	21-02751	Permit for Bond St. Improv.	4,560.00	0.00	
				16,953.21		
	Extd Total: Ord. 2020-24 Bond Street Improvements			16,953.21		
	Department Total: Ord. 2020-24 Bond Street Improvements			16,953.21		
	CAFR Total:			71,489.59		
	Fund Total: PARKING CAPITAL			71,489.59		
	Year Total:			90,797.19		
Fund: GRANT FUND BUDGET:						
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	21-02514	Drawdown 50 Hazardous Assmt.	615.00	0.00	
	Extd Total:			615.00		
	Department Total:			615.00		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	21-02514	Drawdown 50 Hazardous Assmt.	7,777.50	0.00	
	Extd Total:			7,777.50		
	Department Total:			7,777.50		
G-02-43-902-018-200	NJDOT Transit Village Program					
MSSIG005	M.S. SIGNS, INC.	21-02495	CITYWIDE WAYFINDING PROJECT	89,449.50	0.00	B
	Extd Total:			89,449.50		
	Department Total:			89,449.50		
G-02-43-907-019-200	Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	19-03515	Medication for Clients 2019-20	32.00	0.00	B
	Extd Total:			32.00		
	Department Total:			32.00		
G-02-43-913-019-200	Hazardous Discharge Remediation Grant					
TMASSO	T & M ASSOCIATES	21-02567	LAF411111 Fire House	1,622.00	0.00	
	Extd Total:			1,622.00		
	Department Total:			1,622.00		
G-02-43-934-020-200	Clean Communities Grant					
4IMPRINT	4IMPRINT	21-02542	h2go Allure Sport Bottle	750.22	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-934-020-200 GRAING GRAINGER, INC.	Clean Communities Grant	21-02557	Continued Recycling items f/City Event	521.98 1,272.20	0.00	
	Extd Total:			1,272.20		
	Department Total:			1,272.20		
G-02-43-936-020-202 BELWIN BELMAR WINDOW SHOP	Misc/Other	21-01283	Black Out Shades	3,318.00	0.00	
	Extd Total:			3,318.00		
	Department Total:			3,318.00		
Department: LOAN REPAYMENT						
G-02-43-940-021-200 SPRCON SPRINGWOOD CENTER CONDOMINIUM	Senior Center Grant	21-02671	3rd Q Condo Assoc. Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:		LOAN REPAYMENT	7,497.75		
G-02-43-941-021-200 VISNUR VISITING NURSES ASSN. OF CENTR RUTUNV RUTGERS UNIVERSITY	Mental Health Grant	21-00886 21-02402	Nursing Services Annual CLASS CARING FOR WHOLE PERSON	12,437.35 99.00 12,536.35	0.00 0.00	B
	Extd Total:			12,536.35		
	Department Total:			12,536.35		
G-02-43-951-021-200 WIRCOM WIRELESS COMMUNICATIONS &	Body Worn Cameras Grant	21-02149	BODY WORN CAMERAS	181,230.00	0.00	
	Extd Total:			181,230.00		
	Department Total:			181,230.00		
	CAFR Total:			305,350.30		
	Fund Total:		GRANT FUND BUDGET:	305,350.30		
	Year Total:			305,350.30		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801 NJDEPH NJ DEPT.HEALTH/SNR.SERV.	Reserve for Animal Control	21-02723	Monthly Dog Report Sept. 2021	27.00	0.00	
	Extd Total:			27.00		
	Department Total:			27.00		
	CAFR Total:			27.00		
	Fund Total:		ANIMAL CONTROL FUND BUDGET:	27.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2019 CDBG B19-MC340100 CFDA 14.218					
T-17-76-850-850-009	2019 Community Facility Improve.					
BOYGIR	BOYS & GIRLS CLUB OF MONMOUTH	21-02519	Rehab of the Boys & Girls Club	13,557.90	0.00	
	Extd Total: 2019 CDBG B19-MC340100 CFDA 14.218			13,557.90		
	Department Total:			13,557.90		
	CAFR Total:			13,557.90		
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-001	2020 Administration					
AMAZO005	AMAZON.COM SERVICES	21-02311	Igloo Polar Cooler 120 Qt	175.58	0.00	
ASBPAK	ASBURY PARK PRESS	21-02573	CAPER & CDBG	80.90	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-02641	fliers for Fall Event	308.00	0.00	
				564.48		
T-17-78-850-850-006	Community Events					
MAKME	MR. HAPPY PARTY RENTALS	21-02301	Amusement for Back to School	4,177.00	0.00	
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			4,741.48		
	Department Total:			4,741.48		
	CAFR Total:			4,741.48		
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-003	Community Events					
CASLLC	CASSCO, LLC	21-02581	Ice cream for Fall Event	300.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			300.00		
	Department Total:			300.00		
	CAFR Total:			300.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			18,599.38		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	21-02721	3rd quarter marriage 2021	1,200.00	0.00	
	Extd Total:			1,200.00		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	21-02730	3rd Qt DCA fees 2021	6,968.00	0.00	
	Extd Total: 5 YR EMERGENCY			6,968.00		
	Department Total:			8,168.00		
	CAFR Total:			8,168.00		
	Fund Total: TRUST OTHER			8,168.00		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-02593	CCH August PB/ZB 2021	935.00	0.00	
	Extd Total:			935.00		
	Department Total:			935.00		
T-21-00-410-000-299	508 3RD AVENUE(COLLEGE ACHIEVE SCHOOLS)					
JACSER	JACK A. SERPICO	21-02594	SERVICES RENDERED AUGUST 2021	74.62	0.00	
	Extd Total:			74.62		
	Department Total:			74.62		
T-21-00-451-000-299	1401 OCEAN AVENUE(1401 OCEAN, LLC)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	1,367.50	0.00	
INSENG	INSITE ENGINEERING, LLC	21-02432	Invoice 24533 AP Triangle	585.00	0.00	
JACSER	JACK A. SERPICO	21-02565	Serpico jul-aug 2021 PB/ZB	1,225.00	0.00	
				<u>3,177.50</u>		
	Extd Total:			3,177.50		
	Department Total:			3,177.50		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	622.50	0.00	
	Extd Total:			622.50		
	Department Total: PERS			622.50		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	910.00	0.00	
INSENG	INSITE ENGINEERING, LLC	21-02432	Invoice 24533 AP Triangle	1,185.76	0.00	
				<u>2,095.76</u>		
	Extd Total:			2,095.76		
	Department Total:			2,095.76		
T-21-00-494-000-299	202 7TH AVE(202 7TH AVE, LLC/P.FASANO)					
JACSER	JACK A. SERPICO	21-02565	Serpico jul-aug 2021 PB/ZB	375.00	0.00	
JACSER	JACK A. SERPICO	21-02594	SERVICES RENDERED AUGUST 2021	825.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	21-02635	CCH PB/ZB outstdg invoices	2,758.40	0.00	
				<u>3,958.40</u>		
	Extd Total:			3,958.40		
	Department Total:			3,958.40		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
INSENG	INSITE ENGINEERING, LLC	21-02360	Invoice 22632 1112 Main St. PB	1,748.62	0.00	
INSENG	INSITE ENGINEERING, LLC	21-02432	Invoice 24533 AP Triangle	390.00	0.00	

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-496-000-299 CLACAN CLARKE CATON	316 MAIN STREET(316 MAIN AVENUE, LLC) HINTZ PC	21-02593	Continued CCH August PB/ZB 2021	440.00 2,578.62	0.00	
	Extd Total:			2,578.62		
	Department Total:			2,578.62		
T-21-00-497-000-299 INSENG INSITE ENGINEERING, LLC	917 ASBURY AVENUE(H4 HOLDINGS, LLC) 21-02360 Invoice 22632 1112 Main St. PB			3,600.00	0.00	
	Extd Total:			3,600.00		
	Department Total:			3,600.00		
T-21-00-498-000-299 TMASSO T & M ASSOCIATES	704 4TH AVE(13 GRAND POINT WAY, LLC) 21-02568 LAF411120 704 Fourth Ave.			385.00	0.00	
	Extd Total:			385.00		
	Department Total:			385.00		
T-21-00-499-000-299 INSENG INSITE ENGINEERING, LLC INSENG INSITE ENGINEERING, LLC CLACAN CLARKE CATON HINTZ PC	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN) 21-02241 Insite PB/ZB Invoices 7/2021 21-02432 Invoice 24533 AP Triangle 21-02595 CCH Invoice 81386 K. HOV PB			1,215.00 1,615.00 2,870.00 5,700.00	0.00 0.00 0.00	
	Extd Total:			5,700.00		
	Department Total:			5,700.00		
Department: UTILITY S&W						
T-21-00-501-000-299 INSENG INSITE ENGINEERING, LLC	1112-1114 MAIN ST(INSPE.FEE)(RBAR AP,LLC) 21-02360 Invoice 22632 1112 Main St. PB			512.72	0.00	
	Extd Total:			512.72		
	Department Total: UTILITY S&W			512.72		
T-21-00-504-000-299 INSENG INSITE ENGINEERING, LLC INSENG INSITE ENGINEERING, LLC	722-724 COOKMAN(INSPECTION)(C&C COOKMAN) 21-02241 Insite PB/ZB Invoices 7/2021 21-02432 Invoice 24533 AP Triangle			197.50 213.14 410.64	0.00 0.00	
	Extd Total:			410.64		
	Department Total:			410.64		
Department: CAPITAL OUTLAY						
T-21-00-512-000-299 INSENG INSITE ENGINEERING, LLC	407 SEWALL(INSPECTIONS)(407 SEWALL,LLC) 21-02241 Insite PB/ZB Invoices 7/2021			785.00	0.00	
	Extd Total:			785.00		
	Department Total: CAPITAL OUTLAY			785.00		

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-513-000-299	814 MAIN STREET(AP SHORE HOLDINGS, LLC)					
INSENG	INSITE ENGINEERING, LLC	21-02432	Invoice 24533 AP Triangle	1,570.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	21-02593	CCH August PB/ZB 2021	220.00	0.00	
				<u>1,790.00</u>		
	Extd Total:			1,790.00		
	Department Total:			1,790.00		
T-21-00-516-000-299	507 BOND ST(INSPECTION)(EAGON BROS.PTR.)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	197.50	0.00	
	Extd Total:			197.50		
	Department Total:			197.50		
T-21-00-518-000-299	AP TRIANGLE-INSPECTION(ASBURY PRT/istar)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	287.50	0.00	
TMASSO	T & M ASSOCIATES	21-02569	LAF411121 AP Triangle Inspect.	462.00	0.00	
TMASSO	T & M ASSOCIATES	21-02570	LAF411119 AP Triangle	231.00	0.00	
				<u>980.50</u>		
	Extd Total:			980.50		
	Department Total:			980.50		
Department: BOND PRINCIPAL						
T-21-00-520-000-299	1121 ASBURY AVENUE(NICOLE GRAHAM)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	130.00	0.00	
JACSER	JACK A. SERPICO	21-02565	Serpico jul-aug 2021 PB/ZB	412.50	0.00	
				<u>542.50</u>		
	Extd Total:			542.50		
	Department Total: BOND PRINCIPAL			542.50		
Department: INT ON NOTES						
T-21-00-523-000-299	705 SUNSET AVENUE(SAVITHA RAO)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	167.50	0.00	
	Extd Total:			167.50		
	Department Total: INT ON NOTES			167.50		
T-21-00-524-000-299	BLOCK 4001(AP BLOCK 4001 VENTURE, LLC)					
TMASSO	T & M ASSOCIATES	21-02589	Inovice LAF411871 Block 4001	462.00	0.00	
JACSER	JACK A. SERPICO	21-02594	SERVICES RENDERED AUGUST 2021	300.00	0.00	
				<u>762.00</u>		
	Extd Total:			762.00		
	Department Total:			762.00		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
INSENG	INSITE ENGINEERING, LLC	21-02241	Insite PB/ZB Invoices 7/2021	445.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY) Continued					
INSENG	INSITE ENGINEERING, LLC	21-02432	Invoice 24533 AP Triangle	237.80	0.00	
				682.80		
	Extd Total:			682.80		
	Department Total:			682.80		
T-21-00-531-000-299	407 4TH AVENUE(ROBERT J.ADLER)					
CLACAN	CLARKE CATON HINTZ PC	21-02593	CCH August PB/ZB 2021	550.00	0.00	
	Extd Total:			550.00		
	Department Total:			550.00		
Department: DEFICIT PY						
T-21-00-532-000-299	1117 SUNSET AVENUE(MARISE BEAUVIL)					
CLACAN	CLARKE CATON HINTZ PC	21-02593	CCH August PB/ZB 2021	660.00	0.00	
	Extd Total:			660.00		
	Department Total: DEFICIT PY			660.00		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-02645	PROFESSIONAL SERVICES RENDERED	64.00	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-02654	PROFESSIONAL SERVICES RENDERED	96.00	0.00	
				160.00		
	Extd Total:			160.00		
	Department Total:			160.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			31,328.56		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			31,328.56		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-02644	PROFESSIONAL SERVICES RENDERED	17.50	0.00	
	Extd Total:			17.50		
	Department Total:			17.50		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			17.50		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			17.50		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL	MARAZITI FALCON, LLP	21-02527	Professional Services Rendered	10,010.00	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-02610	Professional Services Rendered	315.00	0.00	
MCMSCO	MCMANIMON,SCOTLAND&BAUMANN,LLC	21-02733	PROFESSIONAL SERVICES RENDERED	37,224.58	0.00	

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous		Continued			
ANSZAR ANSELL, GRIMM & AARON, P.C.	21-02748 PROFESSIONAL SERVICES RENDERED			752.50	0.00	
				48,302.08		
	Extd Total:			48,302.08		
	Department Total:			48,302.08		
	CAFR Total:			48,302.08		
	Fund Total: ISTAR-2 ESCROW FUND:			48,302.08		
Fund:	SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:					
CAFR:	SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:					
T-45-00-850-000-299	SPRINGWOOD AVENUE RED. - Miscellaneous					
ANSZAR ANSELL, GRIMM & AARON, P.C.	21-02653 PROFESSIONAL SERVICES RENDERED			320.00	0.00	
	Extd Total:			320.00		
	Department Total:			320.00		
	CAFR Total: SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:			320.00		
	Fund Total: SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:			320.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-837	BONDABLE/INFRASTRUCTURE(ISTAR/ASB.PART.)					
MARFAL MARAZITI FALCON, LLP	21-02546 Professional Services Rendered			3,510.00	0.00	
	Extd Total:			3,510.00		
	Department Total:			3,510.00		
	CAFR Total:			3,510.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			3,510.00		
	Year Total:			110,272.52		
Total Charged Lines: 601	Total List Amount:	2,597,340.53	Total Void Amount:	0.00		

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	2,650.41	0.00	0.00	2,650.41
CURRENT	1-01	2,010,682.45	0.00	0.00	2,010,682.45
BEACH	1-05	22,065.11	0.00	0.00	22,065.11
TRANSPORTATION UTILITY: BUDGET:	1-06	15,775.49	0.00	0.00	15,775.49
SEWER UTILITY: BUDGET:	1-07	39,747.06	0.00	0.00	39,747.06
Year Total:		2,088,270.11	0.00	0.00	2,088,270.11
GENERAL CAPITAL FUND BUDGET:	C-04	18,653.10	0.00	0.00	18,653.10
SEWER CAPITAL FUND BUDGET:	C-08	654.50	0.00	0.00	654.50
PARKING CAPITAL	C-09	71,489.59	0.00	0.00	71,489.59
Year Total:		90,797.19	0.00	0.00	90,797.19
GRANT FUND BUDGET:	G-02	305,350.30	0.00	0.00	305,350.30
ANIMAL CONTROL FUND BUDGET:	T-12	27.00	0.00	0.00	27.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	18,599.38	0.00	0.00	18,599.38
TRUST OTHER	T-20	8,168.00	0.00	0.00	8,168.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	31,328.56	0.00	0.00	31,328.56
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	17.50	0.00	0.00	17.50
ISTAR-2 ESCROW FUND:	T-42	48,302.08	0.00	0.00	48,302.08
SPRINGWOOD AVENUE REDEVELOPMENT ESCRO	T-45	320.00	0.00	0.00	320.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	3,510.00	0.00	0.00	3,510.00
Year Total:		110,272.52	0.00	0.00	110,272.52
Total of All Funds:		2,597,340.53	0.00	0.00	2,597,340.53

Attachment: Bill List 10-13-21 (2021-427 : Payment of Bills)

October 13, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$ 2,579,340.53
PMA Management Corp.	\$ 215,582.26
Northeast Sweepers & Rentals Inc. (PO 21-01837)	\$ 28.80
Freehold Soil Conser. Dist.	\$ 4,350.00
US Bank Operations Ctr./Debt Service	\$ 437,128.98
	<u>\$ 3,236,430.57</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-428

All members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board.



RESOLUTION NO. 2021-428

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

RESOLUTION ACCEPTING THE 2020 MUNICIPAL AUDIT

WHEREAS, N.J.S.A. 40:A5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transaction, and

WHEREAS, the Annual Report of Audit for the year 2020 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body, and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled: General Comments and Recommendations; and

WHEREAS, the members of the Governing Body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled: Comments and Recommendations as evidenced by the group affidavit form of the Governing Body, and

WHEREAS, such Resolution of Certification shall be adopted by Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and, and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgation's of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of R.S. 52-27BB-52 to wit: R.S. 52:27BB-52 - "A local officer or member of a local

Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office”.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Asbury Park, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this Resolution and required affidavit to said Board to show evidence of said compliance.

I, MELODY HARTSGROVE, 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. 2021-428 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-429

Responses to Auditors Recommendations



RESOLUTION NO. 2021-429

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

RESOLUTION ADOPTING A CORRECTIVE ACTION PLAN IN RESPONSE TO THE RECOMMENDATIONS CONTAINED IN THE 2020 REPORT OF AUDIT

WHEREAS, the City of Asbury Park (the “City”) has had presented by its Auditor the Audit for the year ended December 31, 2020; and

WHEREAS, said audit contained two recommendations; and

WHEREAS, the City is obligated to agree to a corrective action plan to respond to said Recommendations; and

WHEREAS, the City has determined to provide the following corrective actions:

2020 Corrective Action Plan

Finding #2020-001

Criteria:

A test of purchases indicated instances where the City did not properly encumber funds prior to placing an order with a vendor for the procurement of goods and services.

Condition: The City has confirming orders.

Recommendation:

It is recommended that the City properly encumber funds prior to procuring goods and/or services.

Corrective Action:

The City will review the procedures for purchases with the staff to ensure funds are encumbered prior to purchase.

Date of Implementation: Immediately

Finding #2020-002

Criteria:

Generally accepted IT Policies and Procedures

Condition:

The City has not properly designed their IT policies and procedures, as the City lacks a disaster recovery plan, does not provide security training upon hiring or annually for City employees and there is no formal cyber security training.

Recommendation:

It is recommended that the City strengthen the design of IT policies and procedures to incorporate a formal disaster recovery plan, provide security training and formalize cyber security training.

Corrective Action:

The City will be appropriating funds in the next budget to develop a disaster recover plan. The City will also develop a training program for yearly training for all employees for cyber security in conjunction with the City's Joint Insurance Fund.

Date of Implementation: 2022

I, MELODY HARTSGROVE, 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. 2021-429 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-430

Resolution authorizing an annual service agreement with Power DMS for the Police Department in the amount of \$6,892.20.



RESOLUTION NO. 2021-430

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

RESOLUTION AUTHORIZING AN ANNUAL SERVICE AGREEMENT WITH POWER DMS FOR THE POLICE DEPARTMENT

WHEREAS, Power DMS has provided the City with an annual service agreement for policy and training management at the Police Department; and

WHEREAS, the service agreement is from November 24, 2021 through November 23, 2022 totaling \$6,892.20; and

WHEREAS, the City of Asbury Park is desirous of awarding the service agreement to the vendor in an amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 1-01-25-240-000-218. The maximum dollar value of this purchase is as stated in the resolution.

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 annual service agreement for policy and training management with Power DMS in the total amount of \$6,892.20; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Chief of Police and the Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2021-430 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

PowerDMS

Document Management **Simplified**

INVOICE

101 S. Garland Ave, Ste 300
Orlando, FL 32801
P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-11350
Invoice Date: 09-27-2021
Due Date: 11-26-2021
Payment Terms: Net 60
Purchase Order No.
Customer No. A-8869

Billing Information

Guy Thompson
Asbury Park Police Department (NJ)
1 Municipal Plz
Asbury Park, NJ 07712

Prepared for

Asbury Park Police Department (NJ)
1 Municipal Plz
Asbury Park, NJ 07712

Product	Description	Start Date	End Date	Quantity	Total Price
LegacyTraining	Legacy Training Included	11-24-2021	11-23-2022	149	\$0.00
PDMSProfessional	PowerDMS Professional	11-24-2021	11-23-2022	149	\$6,892.20
TRG Licenses	TRG Licenses	11-24-2021	11-23-2022	5	\$0.00

SUBTOTAL	\$6,892.20
Sales Tax	\$0.00
TOTAL	\$6,892.20
Payments/Credits	\$0.00
Balance Due	\$6,892.20

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:

PowerDMS, Inc.
101 S. Garland Ave, Ste 300
Orlando, FL 32801

Please remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816

Routing #: 031207607
Account #: 8026392336

Attachment: POWER DMS (2021-430 : Authorizing an annual service agreement with Power DMS for the Police Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-431

A resolution to launch Passport's parking permit portal and purchase Genetec license plate reading enforcement hardware to replace the City's current permit portal and license plate reading enforcement platforms



RESOLUTION NO. 2021-431

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH PASSPORT FOR A PERMIT PARKING PORTAL AND LICENSE PLATE READER PARKING ENFORCEMENT SYSTEMS

WHEREAS, the City of Asbury Park is a member of the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the NCPA has awarded Passport competitively bid contract number 05-28; and

WHEREAS, Public Law 2011, c. 139 and subsequent Local Finance Notice (LFN) 2012-10 authorizes the use and subsequent implementation of national cooperatives; and

WHEREAS, the contract term shall commence upon the date of the mutually agreed upon Notice to Proceed that shall be signed by Passport and the City Manager; and

WHEREAS, the Director of Transportation is recommending to the City Council to authorize the award for a Parking Permitting Portal, and License Plate Reader Enforcement Systems to Passport; and

WHEREAS, The City has an existing agreement with Passport to operate a mobile parking application through NCPA Contract 05-28 and the agreement mentioned herein will be an amendment to this existing agreement; and

WHEREAS, Passport, as per LFN 2012-10 have supplied a New Jersey Business Registration Certificate, a Statement of Corporate Ownership, Non-Collusion Affidavit, and EEO Compliance before the contract can be signed; and

WHEREAS, Per N.J.S.A 40A:11-5 this contract shall match the length of the existing agreement of February 2021 to February 2024; and

WHEREAS, A Notice of Intent to Award was advertised on the City of Asbury Park website and in the Asbury Park Press on September 20, 2021 as per the requirements in LFN 2012-10.

WHEREAS, the contract between NCPA and Passport was awarded under a fair and open process as per the requirements in LFN 2012-10.

WHEREAS, no New Jersey State cooperative contracts for Passport or similar services exist and the use of the national cooperative purchasing agreement shall result in a cost savings over the purchase of similar services through other procurement processes; and

WHEREAS, said contract and LFN 2012-10 support documents are attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts: C-09-17-901-000-000, and 1-06-55-502-000-000 in the amount of \$138,042.06. The maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with Passport as per NCPA Contract 05-28 for a mobile payment parking application.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Clerk, Director of Transportation and City Manager.

I, MELODY HARTSGROVE, 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. 2021-431 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

Backup information for the Resolution Authorizing an Agreement with Passport for Permit Parking Portal and License Plate Reader Parking Enforcement Systems

Public Law 2011, c. 139 and subsequent Local Finance Notice 2012-10 authorizes the use and subsequent implementation of national cooperatives such as the National Cooperative Purchasing Alliance. The Local Finance Notice 2012-10 directs municipalities to review the cost-savings achieved by utilizing national cooperatives to ensure the best price is being received and that all purchases have been made through a fair and open process.

By contracting with Passport through the National Cooperative Purchasing Alliance the City of Asbury Park is able to receive a cost savings exceeding 10% of Passport's usual pricing (Appendix B). Additionally, utilizing the National Cooperative Purchasing Alliance will allow the City to replace its existing permitting and license plate reading enforcement systems which regularly malfunction and cause the City to lose revenue in parking enforcement, and extended man power. No New Jersey State Cooperative Contracts are available for Passport or any similar services. Appendix C is a list of vendors under contracted with the state of New Jersey that were reviewed as possible useful State cooperative contracts for similar services. None provide a similar service to what Passport is providing.

The National Cooperating Purchasing Alliance contracted with Passport to provide this pricing through a competitive bidding process. The solicitation was publicly advertised on the NCPA Website and in USA Today on 2/20/18 and 2/27/18 with a submission date of 3/20/18. The Evaluation Criteria was made available in the request for proposal which is available for review on the NCPA webpage, and the contract was publicly awarded by the National Cooperative Purchasing Alliance on 4/2/18. All information pertaining to the solicitation, advertising, evaluation, and awarding of contract number 05-28 between Passport and the NCPA is available at <http://www.ncpa.us/Vendors/Passport>.

The contract between The City of Asbury Park and Passport was advertised in the Asbury Park Press on 9/20/21 and has been available for public review on the City of Asbury Park's website from 9/17/21 to 10/5/21. The comment period ended on 10/5/21, no comments were received.

**ORDER FORM**

This Order Form (the "Order Form"), effective as of _____ 2021, is being entered into by and between Passport Labs, Inc. and the City of Asbury Park, New Jersey ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of February 11, 2021. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

WHEREAS, the National Cooperative Purchasing Alliance Administration (the "NCPA") issued Requests for Proposals #05-28 for Parking Products and Services

WHEREAS, the NCPA issued Passport an annual contract for these aforementioned Requests for Proposals.

WHEREAS, Passport desires to provide Customer with professional services as related to those matters defined herein.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with the SOW attached hereto and made a part hereof as Schedule 1, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	☐
Custom-Branded MPP	☐
Citation Management Platform ("CMP")	☐
Harvester	☐
Digital Permits for Parking Platform ("DPP")	☒
License Plate Recognition Platform ("LPR")	☒

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
License Plate Recognition Platform (LPR)	See below pricing table	
Digital Permits for Parking (“DPP”):		
DPP Annual Software Platform Fee	\$6,500.00	Per year (Paid by City)
DPP Service and License Fee	\$4.00	Per Annual Permit Issued
	\$3.00	Per Quarterly Permit Issued
	\$2.70	Per Short-term Permit Issued
Merchant Services Fee		

Attachment: Passport Resolution Backup Letter (2021-431 : Passport Permit and LPR Agreement)

	DPP: 2.1% + \$0.15/transaction	3.E.5.a
Payment Gateway Fee	Included in the Merchant Services Fee	

LPR Pricing Table (3 Units)

Annual Recurring Subscription for AutoVu Managed Service 2.0	\$4,309.20
Annual Recurring Cost: AutoVu Managed Service Upgrade to Pay-by-Plate Multi & Patroller Connection	\$1,432.08
Mobile Vehicle Hardware: Mobile LPR Hardware & Professional Services	\$83,305.20
Hardware Implementation & Travel	\$15,240.00
5 Year Support	\$5,832.00
Optional Extended Warranty (4 Years)	\$27,923.58
One-Time Total	\$104,377.20
Annual Recurring Total	\$5,741.28
Total Year One Cost	\$138,042.06

III. BILLING INFORMATION

Billing Contact Name:	Michael Manzella
Billing Email Address:	michael.manzella@cityofasburypark.com
Billing Address:	One Municipal Plaza Asbury Park, NJ 07712

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

City of Asbury Park, NJ

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Passport Resolution Backup Letter (2021-431 : Passport Permit and LPR Agreement)

Appendix B

TAB 7: PRICING¹²³

Item		List Price (USD)	NCPA Price (10% Discount)
OpsMan Mobile	→ Android Application		
	→ Dynamic LPN Lookups		
	→ Integration with DMV Data		
	→ Scofflaw Notifications		
	→ Electronic Chalking		
	→ Unlimited ongoing upgrades and enhancements		
		Fee Per Citation Issued \$1.50	Fee Per Citation Issued \$1.35
OpsMan	→ Heat Mapping of Citation Density	Annual License Fee	Annual License Fee
	→ Live Officer Route Tracking	\$42,000	\$42,000 Waived
	→ Real time access to active parking sessions		
	→ Resident and Employee Digital Permitting		
	→ Document Verification for Digital Permitting		
	→ Digital Permitting Waitlist Management		
	→ Reporting Access ⁴		
	◆ 17 Current Citation Reports		
	◆ 9 Current Permitting Reports		
	◆ 8 Harvester Reports		
	◆ 3 Administrative Reports		
	◆ Ad hoc and custom reports		
	→ Unlimited Administrators		
	→ Unlimited Access to Passport's Knowledge Base		
	◆ FAQs		
	◆ Training Videos		
	◆ Community Forum		

¹ Depending on the services provided by Passport, which could include all services or just a subset of services such as ticket issuance only, and the preferred pricing structure by the client, all fees may not apply for each client.

² Pricing as listed assumes an agreed upon scope of work.

³ The unit pricing listed in this bid may be lower depending on the volume of tickets, price of each citation, escalation schedule, and other factors that may affect the economics of the deal for the client and Passport.

⁴ Passport continues to update and iterate its products and may develop alternative solutions to its reporting structure, which may cause the exact numbers listed below to change.

RMCPay	→ Citation Payment Portal → Online Appeals →	Convenience Fee per Citation Paid Online \$3.00	Convenience Fee per Citation Paid Online \$2.70
Digital Permitting Platform	→ Digital Permitting Application → Digital Permitting Documentation Uploads → Digital Permitting Payment Portal → Digital Permitting Waitlist → *Includes up to 3500 active permits per month	Digital Permitting Annual License Fee: \$30,000	Digital Permitting Annual License Fee: \$27,000
Collections	→ Automatic Notification Mailing → 50 State DMV Lookups → Printed Materials → Postage	Fee per Letter Sent: \$1.00 + postage Percentage of Delinquent Citation Fees Collected: 35%	Fee per Letter Sent: \$0.75 + postage Percentage of Delinquent Citation Fees Collected: 30%
Harvester	→ Automatic Notification Mailing → 50 State LPN Data → Delinquent Citation Collection → Transfer of Outstanding Citations → Skip Tracing	Fee per Letter Sent: \$1.00 + postage Percentage of Delinquent Citation Fees Collected: 35%	Fee per Letter Sent: \$0.75 + postage Percentage of Delinquent Citation Fees Collected: 30%
Hardware Select one: Samsung + Zebra, N5 Print, N5 Scan, or reusing existing Android issuance devices and printers	→ Samsung S7 ◆ Rugged Phone Case ◆ Phone Charger ◆ Phone Screen Protector ◆ Zebra zq320 Printer → Zebra zq320 Bluetooth Printer ◆ Charger ◆ Battery ◆ Shoulder Strap	\$1100.00/Kit	\$1000.00/Kit

◆ 1 Roll of Blank Paper				
→ Configuration of city-owned devices			\$250.00/device	\$225.00/device
→ N5 Print			\$2,000.00/device	\$1,800.00/device
→ N5 Scan			\$2,400.00/device	\$2160.00/device
◆ Built in VIN Scanner				
→ Paper			Custom	Custom
◆ 70 citations/roll (Est)			\$8.00/roll	\$7.20/roll
◆ Minimum 100 roll order			Blank	Blank
			\$3.00/roll	\$2.70/roll
Integrations	→ Meter Providers		\$250	\$225
	→ Mobile Payment for Parking Providers		Per development hour ⁵	Per development hour
Payment Processing	Gateway	→ Passport Gateway	\$0.10/transaction	\$0.05/transaction
	Merchant Processing	→ Secure Payment Processing	2.9% + \$0.30/transaction	2.9% + \$0.30/transaction
Service Delivery	Project Management	→ Dedicated Project Manager		
		→ Implementation Specialist		
		→ Project Plan		
		→ Weekly Calls		
	Configurations	→ Citation Setup		
		→ Escalation Schedule Setup		
		→ Escalation Schedule Testing		
		→ Transfer of All Outstanding Citations		
		→ Administrator role creation and setup		
	Training	→ Passport Overview	Remote Included	Remote Included
		→ Enforcement Introduction		

⁵ Price only applies where Passport does not have an existing integration or plans to add the integration. For a complete list of integrations, please see page 43.

		→ OpsMan Mobile → RMCPay Portal → OpsMan → Customer Support → Operator Management	On-Site⁶ \$895.00/day	On-Site⁵ \$800.00/day
	Integrations	→ Merchant Processor Integration⁷ → Mobile Parking Payment Integration → Meter Integration → Unlimited access to 40+ active integrations		
	Expedited Development ⁸	→ Product Manager → Project Timeline → Full Stack Engineers	\$250.00/ hour	
Support	Client Support	→ Product Support Specialists for technical support 7 days a week → Dedicated Client Success Manager for system updates	Included	Included

⁶ On-site training is optional, all training can be effectively done remotely.

⁷ With any of the 15+ Merchant Processors that Passport currently maintains integrations with.

⁸ The Client may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Client. If the Client's requested features or functionality are created for the Client's use, are not contemplated in the scope of work, and are not incorporated into the Software, Passport may, at its sole discretion, charge Provider custom development fee of two hundred and fifty dollars (\$250,00) per hour for the development of such features or functionality and a monthly maintenance fee that will be mutually agreed between the Parties and reduced to a written addendum to this Agreement that the Parties must execute.

LPR Pricing

Item ⁹		Unit Price (USD)	NCPA Discount (10%)
Mobile LPR ¹⁰	→ AutoVu SharpX Base KIT		
	→ Main Processing Unit		
	→ Hard Mount Brackets	\$39,000.00 ¹¹	\$35,100.00
	→ Wiring		
	→ GPS		
	→ High Resolution LPR units		
	→ In-Vehicle License		
Optional Features	Mapping License → Data for Mapping out North America	\$600.00	\$540.00
Mobile Computing Package	Mobile Computing Assembly → Panasonic Toughpad FZ-G1 Dual Mode Tablet	\$7,200.00	\$6,480.00
	→ 3 year warranty		
	→ Mounting Hardware		
	→ Docking Station		
	→ Vehicle Power Adapter		
	Vehicle as a HUB → External Cradlepoint Modem 2.4/5/0 Wifi	\$1,800.00	\$1,620.00
	→ 802.11 AC, multi-carrier external modem		
	→ GPS		
	→ External panorama 5-1 antenna (2 cellular, 2 wifi, 1 gps)		
	→ 3 year cloud-service		
Professional Services	→ Mobile Installation (subject to approved scope)	\$1,800.00 ¹³	\$1,620.00
		\$1,800.00	\$1,620.00
	→ Security Center Installation and Configuration	\$1,800.00	\$1,620.00
		\$1,200.00	\$1,080.00
	→ Custom Development ¹²	\$1,800.00	\$1,620.00
	→ Custom Development Add on	\$1,680.00	\$1,512.00
	→ Project Management Services		
	→ Travel Charge for On-Site Services		

⁹ Assumes a cloud-hosted server, additional costs apply for a hosted server.

¹⁰ Digital chalking available with AutoVu SharpX OVERTIME Dual Base KIT. Includes main processing unit, hard mount brackets, wiring, navigator Kit with GPS, Tire Cameras, High Resolution LPR Units, and In-Vehicle License for \$40,300.00 per unit.

¹¹ Can also be configured as a monthly subscription over a 36-month term. Includes all hardware, software, services, and support as proposed for \$2,300.00/month for the Base KIT or \$2,600/month for the OVERTIME KIT. NCPA discount is 10% less than this monthly cost.

¹² Up to 50 lots. Includes one Pay-by-Plate Sync integration and one List Updated Configuration. Does not include Pay-by-Plate Multi integration services.

¹³ \$2,200 per unit if installing AutoVu SharpX OVERTIME Dual Base KIT.

Shipping	→ Within lower 48 states		\$180.00	\$162.00
Training	On-site Training	→ Mobile Application → Patroller software → Hardware → 1 ½ day of training → Train the Trainer Approach → Maximum of 3 trainees per session	\$1,440.00	\$1,296.00
	Remote Training	→ Security Center backend software	Included	Included
Annual Support	Mobile Assurance ¹⁴	→ PCS Mobile Mobility Specialist → PCS Mobile IT Specialist	\$300.00 \$3,000.00	\$270.00 \$2,700.00
	Preventative Maintenance	→ On-site visit → Checking and re-seating all connections → Mounting Hardware → Testing Hardware	\$1,920.00 ¹⁵	\$1,728.00
Warranty	→ First Year Upgrade Extended Warranty for Mobile Kit		\$1,080.00	\$972.00
	→ Four Years Advanced Swap ¹⁶		\$17,472.00	\$15,724.80

¹⁴ Covers phone, email, and remote support. Price also include the involvement of PCS Mobile Shop to resolve issues involving the AutoVu LPR solution and/or AutoVu LPR software.

¹⁵ Includes travel.

¹⁶ Covers years 2-5 of the contract. Does not include update to advanced replacement for year 1. Warranty cannot be extended past 5th year after purchase. Warranty covers AutoVu vehicle hardware, Patroller software upgrades, and Benomad updates. Does not cover in-vehicle PC.

Appendix C

State Contract for #NIGP 915 - Communications and Media

PO #	Purchase Order Date	Description	Organization	Department / Location	Purchaser	Vendor	Total	Status
89243	5/17/2017	T2112 - NEXT, SECOND AND THIRD DAY DELIVERY SERVICES FOR ITEMS OVER 71 POUNDS	Division of Purchase and Property	DPP/GNSV1	Jennifer Loughran	Broadway Moving & Storage Inc.	\$3.66	3PS - Sent
89099	5/17/2017	T1818 - SERVICES COUNCIL DEPT. OF HUMAN SERVICES	Division of Purchase and Property	DPP/GNSV1	Daniel Delaney	ACCSES NJ	\$18,768.74	3PS - Sent
88766	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Johnston G P Inc.	\$0.00	3PS - Sent
88740	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Millennium Communications Group Inc.	\$0.00	3PS - Sent
88739	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Network Cabling Inc dba NetQ Multimedia Co	\$0.00	3PS - Sent
88738	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	New Jersey Business Systems Inc.	\$0.00	3PS - Sent
88737	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	EXTTEL Communications Inc.	\$0.00	3PS - Sent
88736	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	GM Data Communications Inc.	\$0.00	3PS - Sent
88735	5/17/2017	T2989 - COMMUNICATIONS WIRING SERVICES	Division of Purchase and Property	DPP/TELE	Zachary Dae	AT&T	\$0.00	3PS - Sent
85946	5/17/2017	T1297 - VOICE COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Angelica Morales	Carousel Industries of North America Inc.	\$0.00	3PS - Sent
85945	5/17/2017	T1297 - VOICE COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Gregory Buddie	Light Tower Fiber Long Island	\$0.00	3PS - Sent
85944	5/17/2017	T1297 - VOICE COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Angelica Morales	AT&T	\$0.00	3PS - Sent
85943	5/17/2017	T1297 - VOICE COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Angelica Morales	Verizon Business Network Services LLC	\$0.00	3PS - Sent
85017	5/17/2017	T1297 - VOICE COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	Broadview Networks	\$0.00	3PS - Sent
85016	5/17/2017	T1297 - VOICE COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	AT&T	\$0.00	3PS - Sent
84646	8/30/2016	T0343 - ADVERTISING MEDIA PLACEMENT SERVICES FOR RECRUITMENT	Division of Purchase and Property	DPP/PROS1	Amanda McMullen	Mary Pomerantz Advertising	\$0.00	3PS - Sent
83932	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	L3Harris Technologies	\$0.00	3PS - Sent
83931	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Procomm Systems Inc	\$0.00	3PS - Sent
83927	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Kenwood USA Corp.	\$0.00	3PS - Sent
83925	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	VESTA SOLUTIONS OF NEW JERSEY, INC.	\$0.00	3PS - Sent
83924	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Zetron Inc	\$0.00	3PS - Sent
83923	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Icom America	\$0.00	3PS - Sent
83922	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Xybix Systems Inc	\$0.00	3PS - Sent
83921	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Nice Systems	\$0.00	3PS - Sent
83920	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Aviat Networks	\$0.00	3PS - Sent

Attachment: Passport Resolution Backup Letter (2021-431 : Passport Permit and LPR Agreement)

83918	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Pinnacle Wireless	\$0.00	3PS - Sent
83917	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	ATLANTIC COMMUNICATIONS ELECTRONICS INC.	\$0.00	3PS - Sent
83916	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	INTRADO LIFE & SAFETY SOLUTIONS CORPORATION	\$0.00	3PS - Sent
83911	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	EF Johnson Co	\$0.00	3PS - Sent
83909	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Motorola Solutions	\$0.00	3PS - Sent
83908	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Value Added Voice Solutions	\$0.00	3PS - Sent
83907	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	R.F. Design & Integration Inc	\$0.00	3PS - Sent
83906	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	kova corp	\$0.00	3PS - Sent
83905	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Electronic Service Solutions Inc	\$0.00	3PS - Sent
83904	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Gold Type Business Machines Inc	\$0.00	3PS - Sent
83903	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	KML Technology Inc.	\$0.00	3PS - Sent
83902	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Allcomm Technologies	\$0.00	3PS - Sent
83900	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Philip M. Casciano Associates Inc.	\$0.00	3PS - Sent
83899	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	New Jersey Business Systems Inc.	\$0.00	3PS - Sent
83898	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	NORTHEAST COMMUNICATIONS INC.	\$0.00	3PS - Sent
83897	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Barbara Van Vliet	D.M. Radio Service Corp	\$0.00	3PS - Sent
83896	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Office Business Systems Holdings Inc.	\$0.00	PCA - Canceled
83895	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Essential Management Solutions	\$0.00	3PS - Sent
83894	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Mutualink Inc	\$0.00	3PS - Sent
83892	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Goosetown Enterprises Inc.	\$0.00	3PS - Sent
83891	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Eventide Inc	\$0.00	3PS - Sent
83890	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	AAT Communications Systems Corporation	\$0.00	3PS - Sent
83889	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Queues Enforth Development Inc.	\$0.00	3PS - Sent
82584	5/17/2017	T216A - WIRELESS DEVICES AND SERVICES	Division of Purchase and Property	DPP/TELE	Rebecca McCormack	AT&T MOBILITY	\$0.00	3PS - Sent
82583	5/17/2017	T216A - WIRELESS DEVICES AND SERVICES	Division of Purchase and Property	DPP/TELE	Rebecca McCormack	Verizon Wireless	\$0.00	3PS - Sent
81125	5/17/2017	T1466 - VIDEO TELECONFERENCING EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	York Telecom Corporation	\$0.00	3PS - Sent
81124	5/17/2017	T1466 - VIDEO TELECONFERENCING EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Antonio Giaquinto	Video Corporation of America	\$0.00	3PS - Sent

81123	5/17/2017	T1466 - VIDEO TELECONFERENCING EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	Tele-Measurements Inc.	\$0.00	3PS - Sent
80820	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Antonio Giaquinto	Samsung Telecommunications America LLC	\$0.00	3PS - Sent
80813	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	MCI Communications Services, LLC	\$0.00	3PS - Sent
80812	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	DiRAD Technologies Inc	\$0.00	3PS - Sent
80811	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	AT&T	\$0.00	3PS - Sent
80807	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	EXTEL Communications Inc.	\$0.00	3PS - Sent
80806	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	AV Business Communication Syst	\$0.00	3PS - Sent
80804	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Antonio Giaquinto	Nokia of America Corporation	\$0.00	3PS - Sent
80803	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	Unify Inc	\$0.00	3PS - Sent
80802	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	AVAYA INC	\$0.00	3PS - Sent
80801	5/17/2017	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	Division of Purchase and Property	DPP/TELE	Collin Mazer	NEC CORPORATION OF AMERICA	\$0.00	3PS - Sent
20-TELE-00946	8/26/2019	T1776 - DATA COMMUNICATIONS NETWORK SERVICES	Division of Purchase and Property	DPP/TELE	Angelica Morales	Crown Castle Fiber LLC	\$0.00	3PS - Sent
20-TELE-00910	7/26/2019	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Wireless Electronics	\$0.00	3PS - Sent
19-PROSV-00707	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	The Setroc Group, Inc.	\$0.00	3PS - Sent
19-PROSV-00706	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Positive Solutions, LLC	\$0.00	3PS - Sent
19-PROSV-00705	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Fuseideas	\$0.00	3PS - Sent
19-PROSV-00704	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Marketsmith, Inc.	\$0.00	3PS - Sent
19-PROSV-00703	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Kivvit, LLC	\$0.00	3PS - Sent
19-PROSV-00702	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	EFK Group	\$0.00	3PS - Sent
19-PROSV-00701	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Dana Communications Inc.	\$0.00	3PS - Sent
19-PROSV-00700	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Oxford Communications	\$0.00	3PS - Sent
19-PROSV-00699	3/28/2019	T3067 Statewide Advertising and Public Relations Services	Division of Purchase and Property	DPP/PROSV	Gabriella Griffith	Princeton Partners, LLC	\$0.00	3PS - Sent
19-PROS1-00661	1/9/2019	T0343 - Advertising Media Placement for Recruitment	Division of Purchase and Property	DPP/PROS1	Amanda McMullen	Success Advertising	\$0.00	3PS - Sent

State Contract for #NIGP 920 - Data Processing Computer Pro

PO #	Purchase Order Date	Description	Organization	Department / Location	Purchaser	Vendor	Total	Status
89099	5/17/2017	T1818 - SERVICES COUNCI DEPT. OF HUMAN SERVICE	Division of Purchase and Property	DPP/GNSV1	Daniel Delaney	ACCSES NJ	\$18,768.74	3PS - Sent
88792	5/17/2017	M7000 - DATA COMMUNICATIONS EQUIPMENT	Division of Purchase and Property	DPP/TELE	Gregory Buddie	Barracuda Networks Inc.	\$0.00	3PCA - Canceled
88536	5/17/2017	M7000 - DATA COMMUNICATIONS EQUIPMENT	Division of Purchase and Property	DPP/TELE	Collin Mazer	F5 Networks	\$0.00	3PS - Sent
88130	5/17/2017	M7000 - DATA COMMUNICATIONS EQUIPMENT	Division of Purchase and Property	DPP/TELE	Collin Mazer	Hewlett Packard Enterprise Company	\$0.00	3PS - Sent
87720	5/17/2017	M7000 - DATA COMMUNICATIONS EQUIPMENT	Division of Purchase and Property	DPP/TELE	Collin Mazer	Cisco Systems, Inc.	\$0.00	3PS - Sent
87718	5/17/2017	M7000 - DATA COMMUNICATIONS EQUIPMENT	Division of Purchase and Property	DPP/TELE	Angelica Morales	Brocade Communications Systems Inc.	\$0.00	3PS - Sent
83932	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	L3Harris Technologies	\$0.00	3PS - Sent
83931	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Procomm Systems Inc	\$0.00	3PS - Sent
83927	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Kenwood USA Corp.	\$0.00	3PS - Sent
83925	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	VESTA SOLUTIONS OF NEW JERSEY, INC.	\$0.00	3PS - Sent
83924	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Zetron Inc	\$0.00	3PS - Sent
83923	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Icom America	\$0.00	3PS - Sent
83922	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Xybiz Systems Inc	\$0.00	3PS - Sent
83921	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Nice Systems	\$0.00	3PS - Sent
83920	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Aviat Networks	\$0.00	3PS - Sent
83918	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Pinnacle Wireless	\$0.00	3PS - Sent
83917	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	ATLANTIC COMMUNICATIONS ELECTRONICS INC.	\$0.00	3PS - Sent
83916	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	INTRADO LIFE & SAFETY SOLUTIONS CORPORATION	\$0.00	3PS - Sent
83911	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	EF Johnson Co	\$0.00	3PS - Sent
83909	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Motorola Solutions	\$0.00	3PS - Sent
83908	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Value Added Voice Solutions	\$0.00	3PS - Sent
83907	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	R.F. Design & Integration Inc	\$0.00	3PS - Sent
83906	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	kova corp	\$0.00	3PS - Sent

Attachment: Passport Resolution Backup Letter (2021-431 : Passport Permit and LPR Agreement)

83905	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Electronic Service Solutions Inc	\$0.00	3PS - Sent
83904	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Gold Type Business Machines Inc	\$0.00	3PS - Sent
83903	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	KML Technology Inc.	\$0.00	3PS - Sent
83902	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Allcomm Technologies	\$0.00	3PS - Sent
83900	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Philip M. Casciano Associates Inc.	\$0.00	3PS - Sent
83899	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	New Jersey Business Systems Inc.	\$0.00	3PS - Sent
83898	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	NORTHEAST COMMUNICATIONS INC.	\$0.00	3PS - Sent
83897	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Barbara Van Vliet	D.M. Radio Service Corp	\$0.00	3PS - Sent
83896	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	Office Business Systems Holdings Inc.	\$0.00	3PCA - Canceled
83895	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Essential Management Solutions	\$0.00	3PS - Sent
83894	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Mutualink Inc	\$0.00	3PS - Sent
83892	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Goosetown Enterprises Inc.	\$0.00	3PS - Sent
83891	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Eventide Inc	\$0.00	3PS - Sent
83890	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Jeffrey Alexander	AAT Communications Systems Corporation	\$0.00	3PS - Sent
83889	5/17/2017	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Queues Enforth Development Inc.	\$0.00	3PS - Sent
40692	5/17/2017	T1616 - DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA	Division of Purchase and Property	DPP/COMP	Angelica Morales	LexisNexis Risk Solutions	\$1,810,409.95	3PS - Sent
40691	5/17/2017	T1616 - DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA	Division of Purchase and Property	DPP/COMP	Angelica Morales	West Publishing Corporation	\$2,460,039.00	3PS - Sent
21-TELE-01360	12/28/2020	M4002 - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/TELE	Angelica Morales	SHI International	\$0.00	3PS - Sent
20-TELE-01021	11/22/2019	M4002 - Oracle America, Inc. - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/TELE	Angelica Morales	Oracle America Inc.	\$0.00	3PS - Sent
20-TELE-00910	7/26/2019	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	Division of Purchase and Property	DPP/TELE	Zachary Dae	Wireless Electronics	\$0.00	3PS - Sent
20-TELE-00877	6/19/2019	M7000 - DATA COMMUNICATIONS EQUIPMENT	Division of Purchase and Property	DPP/TELE	Collin Mazer	Ruckus Wireless, Inc.	\$0.00	3PS - Sent
19-COMP-00601	11/26/2018	M4002 - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/COMP	Angelica Morales	Carahsoft Technology Corporation	\$0.00	3PS - Sent
18-COMP-00386	6/5/2018	M4002 - CherryRoad Technologies Inc. - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/COMP	Angelica Morales	CherryRoad Technologies Inc.	\$0.00	3PS - Sent
18-COMP-00304	12/5/2017	M4002 - Unisys Corporation - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/COMP	Angelica Morales	Unisys Corporation	\$0.00	3PS - Sent

18-COMP-00286	10/5/2017	M4002 - CSRA State and Local Solutions LLC - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/COMP	Angelica Morales	CSRA State and Local Solutions LLC	\$0.00	3PS - Sent
18-COMP-00284	10/5/2017	M4002 - Insight Public Sector Inc. - NASPO ValuePoint Cloud Solutions	Division of Purchase and Property	DPP/COMP	Angelica Morales	Insight Public Sector Inc	\$0.00	3PS - Sent



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Purchase Orders

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Purchase Order #

Purchase Order Release #

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963 - MISCELLANEOUS FEES, DUES, PERM...

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☐ Yes ☐ No

Small Business Category

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Participating in NJSTART Marketplace Cooperative

☐ Yes ☐ No

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PO #

No records found.

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ORDER FORM

This Order Form (the "Order Form"), effective as of _____ 2021, is being entered into by and between Passport Labs, Inc. and the City of Asbury Park, New Jersey ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of February 11, 2021. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

WHEREAS, the National Cooperative Purchasing Alliance Administration (the "NCPA") issued Requests for Proposals #05-28 for Parking Products and Services

WHEREAS, the NCPA issued Passport an annual contract for these aforementioned Requests for Proposals.

WHEREAS, Passport desires to provide Customer with professional services as related to those matters defined herein.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with the SOW attached hereto and made a part hereof as Schedule 1, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	☐
Custom-Branded MPP	☐
Citation Management Platform ("CMP")	☐
Harvester	☐
Digital Permits for Parking Platform ("DPP")	☒
License Plate Recognition Platform ("LPR")	☒

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
License Plate Recognition Platform (LPR)	See below pricing table	
Digital Permits for Parking (“DPP”):		
DPP Annual Software Platform Fee	\$6,500.00	Per year (Paid by City)
DPP Service and License Fee	\$4.00	Per Annual Permit Issued
	\$3.00	Per Quarterly Permit Issued
	\$2.70	Per Short-term Permit Issued
Merchant Services Fee		

	DPP: 2.1% + \$0.15/transaction	3.E.5.b
Payment Gateway Fee	Included in the Merchant Services Fee	

LPR Pricing Table (3 Units)

Annual Recurring Subscription for AutoVu Managed Service 2.0	\$4,309.20
Annual Recurring Cost: AutoVu Managed Service Upgrade to Pay-by-Plate Multi & Patroller Connection	\$1,432.08
Mobile Vehicle Hardware: Mobile LPR Hardware & Professional Services	\$83,305.20
Hardware Implementation & Travel	\$15,240.00
5 Year Support	\$5,832.00
Optional Extended Warranty (4 Years)	\$27,923.58
One-Time Total	\$104,377.20
Annual Recurring Total	\$5,741.28
Total Year One Cost	\$138,042.06

III. **BILLING INFORMATION**

Billing Contact Name:	Michael Manzella
Billing Email Address:	michael.manzella@cityofasburypark.com
Billing Address:	One Municipal Plaza Asbury Park, NJ 07712

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

City of Asbury Park, NJ

By: _____
 Name: _____
 Title: _____
 Date: _____

Passport Labs, Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

Attachment: Asbury Park Permits_LPR Order Form NCPA 05-28 (1) (2021-431 : Passport Permit and LPR Agreement)

SCHEDULE 1

Attachment: Asbury Park Permits_LPR Order Form NCPA 05-28 (1) (2021-431 : Passport Permit and LPR Agreement)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-432

Resolution awarding a contract to A-Tech Concrete for the Boardwalk Decking Removal and Replacement Project in the amount of \$382,500.00.



RESOLUTION NO. 2021-432

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

RESOLUTION AWARDING A CONTRACT TO A-TECH CONCRETE FOR THE BOARDWALK DECKING REMOVAL AND REPLACEMENT PROJECT

WHEREAS, the City of Asbury Park received and opened sealed bids on October 1, 2021 for the Boardwalk Decking Removal and Replacement Project; and

WHEREAS, the lowest responsible and responsive bidder of the ten (10) bids received is A-Tech Concrete Co., Inc. in the amount of \$382,500.00; and

WHEREAS, the City Attorney, Superintendent of Public Works, GJEM Otterstedt Insurance Agency and Purchasing Agent all recommend awarding the project to A-Tech Concrete Co.; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 1-05-55-546-000-905 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

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 authorize the award of a contract to A-Tech Concrete Co. in the amount of \$382,500.00.

I, MELODY HARTSGROVE, 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. 2021-432 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

CONTRACTOR	PRICE PER SQUARE FOOT	TOTAL BID AMOUNT
Walters Marine Construction 414 Woodbine/Oceanview Road Oceanview, NJ 08230 dave@waltersmarineconstruction.com (609) 624 - 8702	\$21.17	\$635,100.00
A-Tech Concrete Co. 11 Taylor Road Edison, NJ 08817 mamorim@atechconcrete.net (732) 248 - 1777	\$12.75	\$382,500.00
Albert Marine Construction 65 Pennsylvania Avenue Waretwon, NJ 08758 albertmarine1@aol.com (609) 693 - 5524	\$19.96	\$598,800.00
Agate Construction Co., Inc. 1030 Route 83 Clermont, NJ 08210 estimating@agateconstruction.net (609) 624 - 9090 x207	\$25.30	\$759,000.00
Vulcan Construction Group Inc. 3 Hance Driver Cookstown, NJ 08511 smunoz@vulcan-construction.com (848) 525 - 1201	\$14.80	\$444,000.00
Whirl Construction, Inc. Main Street P.O. Box 110 Port Monmouth, NJ 07758 info@whirlconstruction.net (732) 495 - 3715	\$24.85	\$745,500.00
Berto Construction, Inc. 625 Leesville Ave Rahway, NJ 07065 jeff@bertconstruction.com (732) 396 - 0099	\$24.64	\$739,200.00
J. E. Hannon Inc. T/A Bird Construction 105 Harbor Inn Road Bayville, NJ 08721 jim@birdconstructionco.com (732) 269 - 1333	\$19.75	\$592,500.00
Wallace Bros Inc 400 Chambers Bridge Road Brick, NJ 08751 swallace@wallacegc.com (732) 295 - 9340	\$22.85	\$685,500.00
Cypreco Industries Inc 1420 9th Avenue P.O. Box 822 Neptune, NJ 07753 office @cyprecoindustriesinc.com (732) 775 - 3700	\$25.75	\$772,500.00



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Jesse Kendle, City Councilmember

Donna M. Vieiro, City Manager

**BID SPECIFICATIONS
FOR
BOARDWALK DECKING REMOVAL AND REPLACEMENT
PROJECT**

ISSUE DATE: August 20, 2021

DUE DATE: October 1, 2021 11:00 AM

**ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Qualified Purchasing Agent, for the City of Asbury Park, County of Monmouth, State of New Jersey on Friday, October 1, 2021 at 11:00AM prevailing time at the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ 07712 at which time and place bids will be opened and read in public for:

Boardwalk Decking Removal and Replacement Project

Contract documents for the proposed work may be obtained at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, N.J. 07712 between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and online at: www.cityofasburypark.com/bids. All questions shall be directed to Robert Bianchini, Director of Capital Projects and Public Facilities, in writing at: Robert.Bianchini@cityofasburypark.com and must be received by Tuesday, September 14, 2021.

Bids must be submitted on the standard Proposal Form provided by the City of Asbury Park in the manner designated therein, and must be enclosed in a sealed envelope bearing the title of the bid, name, and address of the bidder on the outside; addressed to Tracy Lizardi, Director of Purchasing, and delivered to the above address at the date and time set at the place herein. The City of Asbury Park is not responsible for any hand delivered or the third party delivered bids which do not arrive at the proper time or location.

All documents contained in this package must be returned to the City of Asbury Park in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or another improvement to real property, the total price of which exceeds \$100,000.00 shall furnish a guarantee as provided for herein. The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given at the option of the bidder, by certified check, cashier's check or bid bond as per N.J.S.A.40A:11-21 et seq.

It is required that the bid guarantee must be accompanied by a surety company certificate (known as a Consent of Surety) duly authorized to do business in this State and satisfactory to the City of Asbury Park, stating that such surety company will provide the bidder with a guarantee bond or other surety as a guarantee indemnification. Failure to include this item will mandate rejection of a bid.

The City of Asbury Park requires that a bidder awarded a contract, which exceeds \$29,000.00 submit a Performance Bond in the full amount of the award from a Company doing business in the State of New Jersey. This bond shall be made to the City of Asbury Park and shall be held as security for the performance of the construction period from notice to proceed to completion of the project. The Performance Bond shall be submitted within ten (10) days of the date of the award letter. Failure to submit Performance Bond shall be cause for declaring the contract null and void pursuant to N.J.S.A.40A:11-22.

Bidders must comply with regulations of the "New Jersey Local Public Contract Law", Affirmative Action regulations P.L. 1975, c127. (N.J.A.C. 17.27), the New Jersey Prevailing Wage Act 12:60-1 et seq. P.L.1963, chapter 150 (N.J.S.A.34:11-56-1 et. seq. and N.J.S.A.34:11-56.25 et. seq.) and the New Jersey Contractor Business Registration Act N.J.S.A.52:32-44(P.L.2004, c57)

**City of Asbury Park
BID DOCUMENT CHECKLIST***

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Submission Checklist	
☒	Bid Proposal Form, Including Pricing Sheet	
☒	Acknowledgment of Receipt of Addenda	
☒	Proof of Business Registration	
☒	Public Works Contractor Certificate	
☒	Stockholder Disclosure Certification Statement of Ownership	
☒	Disclosure of Investment Activities in Iran	
☒	Election Contributions Disclosure Form Acknowledgment	
☒	Bid Bond and Security	
☒	Consent of Surety	
☒	Non-Collusion Affidavit	
☒	Mandatory Equal Employment Opportunity Language – Exhibit B	
☒	Prevailing Wage Compliance Declaration	
☒	American Products Certification	
☒	Ethics Statement	
☒	New Jersey Anti-Discrimination	
☒	Americans with Disabilities Act of 1990 Language	
☒	Mandatory Affirmative Action Language	
☒	W9 Form	

Attachment: A-TECH CONCRETE PROPOSAL WITH COI & AMENDED AMERICAN PRODUCTS CERTIFICATE (2021-432 : Awarding of a contract

City of Asbury Park
BID PROPOSAL FORM
 Friday, October 1, 2021
 11:00 AM

Boardwalk Decking Removal and Replacement Project

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification.

Price per Square Foot in Number:

\$ 12.75

Price per Square Foot in Words:

\$ twelve dollars seven five cents

Total Bid Amount in Numbers:

\$ 382,500.⁰⁰

Total Bid Amount in Words:

\$ three hundred eighty two thousand five hundred

A-tech Concrete
 Company Name

11 Taylor Rd, Edison NJ 08817
 Address

[Signature] Armando Amorim
 Signature of Authorized Agent Type or Print Name

Title: U.P.

(732)248-1777
 Telephone Number

9/30/21
 Date

(732)248-1740
 Fax Number

amamorim@atechconcrete.net
 E-mail address

ATTACHMENT I

Acknowledgement of Receipt of Addenda

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
<u>1</u>	<u>9/12/21</u>	<u>[Signature]</u>
<u>2</u>	<u>9/17/21</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

No addenda were received: ☐

Acknowledged for: A-tech Concrete
(Name of Bidder)

By: [Signature]
(Signature of Authorized Representative)

Name of above: Armando Amorim
(Print or Type)

Title: V.P.

Date: 9/30/21

ATTACHMENT II

Proof of Business Registration

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, City of Asbury Park, is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(09-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: A-TECH CONCRETE COMPANY, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION# 223-220-409/000	CONTRACTOR CERTIFICATION# 0097803	
ADDRESS 11 TAYLOR RD EDISON NJ 08817-2510	ISSUANCE DATE: 09/19/01	
EFFECTIVE DATE: 03/04/93	<i>Patricia A. Chiacchis</i> Director, Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable It must be conspicuously displayed at above address.	

ATTACHMENT III

Public Works Contractor Certificate

PUBLIC WORKS CONTRACTOR CERTIFICATE
(Pursuant to N.J.S.A. 34:11-56.48)

City of Asbury Park
Boardwalk Decking Removal and Replacement Project

A-tech Concrete
(Bidder Name)

This law requires that all contractors, general, or prime (or named) subcontractors, working on public projects subject to prevailing wage laws to register as a Public Works Contractor (N.J.S.A. 34:11-56.51). The registration is known as a Public Works Contractor Registration (PWCR).

It prohibits contractors from bidding on any contract for public work unless the contractor is registered *at the time bids were received*. It also prohibits contractors from naming/listing a subcontractor in a bid or proposal for a contract unless that subcontractor is also registered *at the time bids are received*.

At or after a bid is opened, but prior to award, general and prime contractors must provide proof of PWCR showing that they were registered **prior** to date bids were opened for themselves and all named/listed subcontractors. Non-listed lower-tier subcontractors must also provide proof through the general or prime contractor that they were registered prior to the start of work on the contract.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**



Certificate Number
62977

Registration Date: 05/03/2020
Expiration Date: 05/02/2022



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

A-tech Concrete Co., Inc.
2020

Responsible Representative(s):

Jose Dasilva, President
Manuel Amorim, Secretary

Responsible Representative(s):

Armando Amorim, Vice-President

A handwritten signature in black ink, appearing to read "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

ATTACHMENT IV

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: A-tech Concrete

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| ☐ Partnership | ☒ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Armando Amorim 33 1/3%

Home Address: 31 Ten Eyck Pl
Edison NJ 08820

Name: Manuel Amorim 33 1/3%

Home Address: 2 Nicholas Ct
Annandale NJ

Name: _____

Home Address: _____

Name: Jose DaSilva 33 1/3%

Home Address: 20 St. Peter Dr
Sayreville NJ

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 30 day of

Sept, 2021.
 (Notary Public)

My Commission expires:

Spiro Mitrou
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES AUGUST 19, 2026

32


 (Affiant)
Armando Amorim U-P
 (Print name & title of affiant)

(Corporate Seal)

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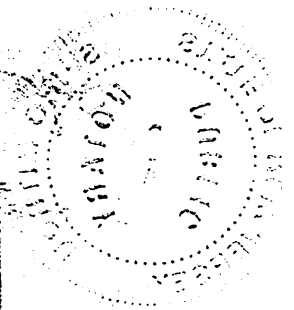
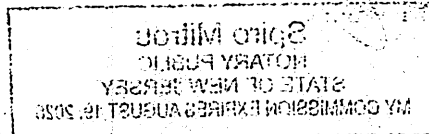
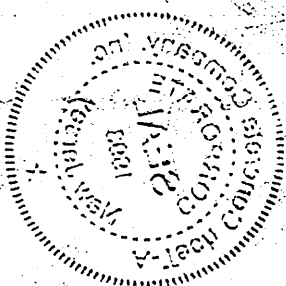
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ATTACHMENT V

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Armando Amorin

Title: U.P

Signature: [Signature]

Date: 9/30/21

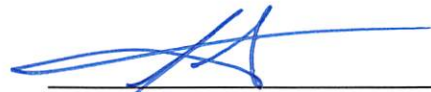
ATTACHMENT VI

Election Contributions Disclosure Notification Acknowledgement Form

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

9/30/21

Date of Acknowledgement

ATTACHMENT VII

Bid Bond and Security

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, A-Tech Concrete Co., Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, is hereby held and firmly bound unto THE CITY OF ASBURY PARK as Owner, in the Penal Sum of Ten Percent (10%) of total amount bid not to exceed twenty thousand dollars and 00/100 (\$ 20,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 1st day of October 2021

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

BOARDWALK DECKING REMOVAL AND REPLACEMENT PROJECT

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presented to be signed by their proper officers, the day and year first set forth above.

BY: [Signature]
Witness Maxwell Amorin, Sec

A-Tech Concrete Co., Inc.

[Signature]
Principal
Amorin, V-P
Travelers Casualty and Surety Company of America

BY: [Signature]
Witness Brenda Turiello

[Signature]
Surety
Philip S. Tobey, Attorney-in-Fact



ATTACHMENT VIII

Consent of Surety/Performance Bond

CONSENT OF SURETY

Bidders are required to submit, along with the Bid Packets, a CONSENT OF SURETY in substantially the following form.

The Travelers Casualty and Surety Company of America located at
Construction Services, Travelers Bond & One (Surety Name)
Tower Square, Hartford, CT 06183 (Surety Address), a corporation organized under the laws
 of the State of Connecticut and authorized to do business in New Jersey, consents
 (State)
 and agrees that if the Contractor for the

BOARDWALK DECKING REMOVAL AND REPLACEMENT PROJECT

located in the City of Asbury Park, Monmouth County, New Jersey, is awarded to
A-Tech Concrete Co., Inc. the undersigned Corporation shall execute the
 (Bidders Name)

Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all the obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

Amount Bid (Bidders Total Bid Amount). The said surety hereby stipulates and agrees that no modifications,

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on Its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

First of October, 20 21
 (Date) (Month) (Year)

Travelers Casualty and Surety Company of America

BY:

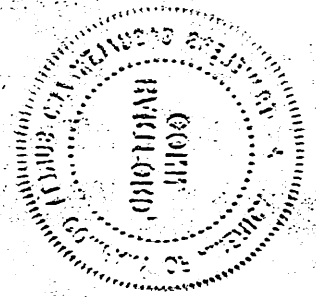
NAME:

Philip S. Tobey

TITLE:

Attorney-in-Fact

CORPORATE SEAL:



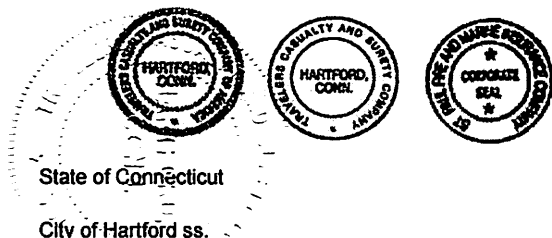


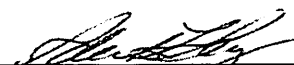
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Phillip S. Tobey** of Florham Park, New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

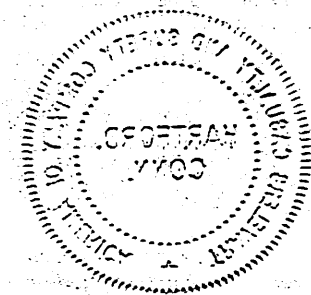
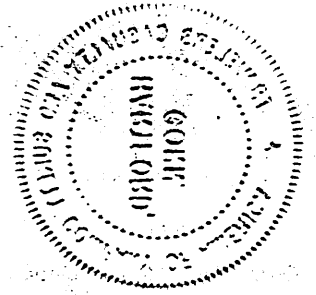
Dated this **FIRST** day of **October**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Attachment: A-TECH CONCRETE PROPOSAL WITH COI & AMENDED AMERICAN PRODUCTS CERTIFICATE (2021-432 : Awarding of a contract



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,881	LOSSES	1,003,200,666
STOCKS	109,074,036	LOSS ADJUSTMENT EXPENSES	183,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,858,708	COMMISSIONS	48,805,683
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,508,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,878,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	\$ 2,534,655,020
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,603,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,091,034,607
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$ 4,625,889,627

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

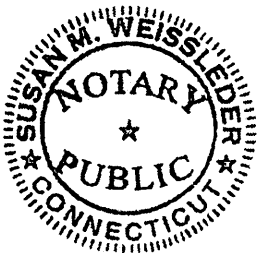
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

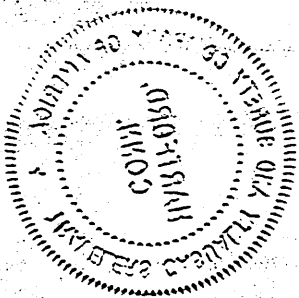
Michael J. Doody
VICE PRESIDENT - FINANCE

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2021





ATTACHMENT IX

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

SS:

I, Armando Amorin (name of affiant) residing in Township of Edison (name of municipality) in the County of Middlesex and State of NJ of full age, being duly sworn according to law on my oath depose and say that:

I am V.P. (Title or position) of the firm of A-Tech Concrete (Name of firm)

the bidder making this Proposal for the bid

entitled Bardwalk Decking (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the A-Tech Concrete (name of contracting unit) relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by A-Tech Concrete.

Subscribed and sworn to

before me this day

[Signature]
Signature

30 Sept, 2021

Armando Amorin V.P.
(Type or print name of affiant under signature)

[Signature]
Notary public of

My Commission expires _____

(Seal)

Spiro Mitrou
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2026

ATTACHMENT X

Mandatory Equal Employment Opportunity Language

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or subcontractor 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - () If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (i) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (ii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT XI

Prevailing Wage Compliance Declaration

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et. seq.)

**City of Asbury Park
Boardwalk Decking Removal and Replacement Project**

A-tech Concrete

(Bidder Name)

The above named Bidder, located at

11 Taylor Rd, Edison NJ

(Bidder's Address)

hereby accepts and agrees to the terms and conditions of the Prevailing Wage Act:

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

By initialing here, the Bidder hereby accept and agrees to the terms and conditions of the
Prevailing Wage Act

A

ATTACHMENT XII

American Products Certificate

AMERICAN PRODUCTS CERTIFICATE
(Pursuant to N.J.S.A. 40A:11-18)
City of Asbury Park
Boardwalk Decking Removal and Replacement Project

A-tech Concrete
(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components and an analysis that supports its applicability to the component or components;

– OR –

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packet, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing or further supporting such information as required by the Owner or State to request and as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**: _____

ATTACHMENT XIII

Ethics Statement

All respondents must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are "none", then the letter must reflect that.

It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or the individual responding. Failure to include this statement will result in disqualification.

See
ATTACH 



11 Taylor Road.
Edison, NJ 08817
Tel. 732.248.1777
Fax. 732.248.1740

TO: CITY OF ASBURY PARK

RE: Boardwalk Decking Removal and Replacement Project

BE ADVISED,

A-TECH CONCRETE CO., INC DOES NOT , WHETHER CURRENT OR PENDING ANY ETHICS VIOLATIONS BY EITHER THE FIRM , ITS PRINCIPALS AND INDIVIDUALS EMPLOYED.

Respectfully Submitted,

Armando Amorim, VP

Attachment: A-TECH CONCRETE PROPOSAL WITH COI & AMENDED AMERICAN PRODUCTS CERTIFICATE (2021-432 : Awarding of a contract

ATTACHMENT XIV

New Jersey Anti-Discrimination Provisions

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT XV

Americans with Disabilities Act of 1990

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, 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 contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT XVII

Affirmative Action Compliance

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, 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 or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: A-Tech Concrete SIGNATURE: [Signature]
 PRINT NAME: Armando Amorim TITLE: U.P.
 DATE: 9/30/21

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

44146 Certification

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2019 to 15-OCT-2022



A-TECH CONCRETE CO., INC.
11 TAYLOR ROAD
EDISON
NJ 08817



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

ATTACHMENT XVIII

W9 Form

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

A-Tech Concrete Co., Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

11 Taylor Road

6 City, state, and ZIP code

Edison, NJ 08817

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 3 2 2 0 4 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AMERICAN PRODUCTS CERTIFICATE
(Pursuant to N.J.S.A. 40A:11-18)
City of Asbury Park
Boardwalk Decking Removal and Replacement Project

A-tech Concrete
(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

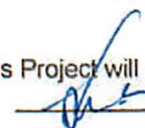
- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packet, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing or further supporting such information as required by the Owner or State to request and as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:





A-TECON-01

3.E.6.b

NKORNSTEDT

DATE (MM/DD/YYYY)

10/5/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 8041621 Rue Insurance 3812 Quakerbridge Road Hamilton, NJ 08619		CONTACT NAME: PHONE (A/C, No, Ext): (609) 586-7474 FAX (A/C, No): (609) 586-3991 E-MAIL: clmail@RUEINSURANCE.com ADDRESS:	
INSURED A-Tech Concrete Company, Inc. 11 Taylor Road Edison, NJ 08817		INSURER(S) AFFORDING COVERAGE INSURER A : Star Insurance Company NAIC # 18023 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X	CP0272602	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLLUTION \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	CA0272602	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	UM0272602	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC0272602	4/1/2021	4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Boardwalk Decking Removal and Replacement Asbury Park, NJ

The City of Asbury Park is included as Additional Insured under the General Liability policy on a primary and noncontributory basis including ongoing and completed operations if required by written contract. A Waiver of Subrogation applies to the General Liability, Automobile Liability and Umbrella Liability policies if required by written contract.

Contractual Liability is not excluded under the general liability.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-433

Resolution awarding a contract to Monmouth County utilizing capital funds for milling and paving of the following roads:

Second Ave & Langford Street - \$10,290.91

Summerfield Ave - \$13,567.29

Emory St - \$13,516.12



RESOLUTION NO. 2021-433

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

RESOLUTION AWARDING A CONTRACT TO MONMOUTH COUNTY FOR MILLING AND PAVING OF VARIOUS ROADS

WHEREAS, the City of Asbury Park has solicited pricing from Monmouth County Public Works and Engineering to mill and pave portions of City owned roads as per the attached quotes; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-5(2) Exemptions, work between government agencies does not have to be bid; and

WHEREAS, Monmouth County has provided a quote estimating a total of \$37,374.32; and

WHEREAS, the CFO has Certified the Availability of Funds in Capital Account C-04-55-998-169-001, the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Monmouth County Public Works and Engineering for road milling and paving.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park, County of Monmouth, New Jersey that a contract in the amount of \$37,374.32 be awarded to Monmouth County Public Works and Engineering for milling and paving of certain roads.

NOW, THEREFORE BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the City Manager, Purchasing Agent and Superintendent of Public Works.

I, MELODY HARTSGROVE, 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. 2021-433 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



MONMOUTH COUNTY PUBLIC WORKS & ENGINEERING

MATERIAL/EQUIPMENT/SERVICE REQUEST FORM

 WORK ORDER #: 39802T251406

REQUESTOR'S INFORMATION- PART I

Requestor's Name: Robert Bianchini Phone Number: 732-312-7579

Municipality: Asbury Department: D. P. W

Service Requested & Location (If Applicable):
Mill & Pave Emorys T 10,080 SQ FT + 160 TONS 9.5461
Asphalt supplied by Asbury.

Equipment Requested (If Applicable):

Material Requested (If Applicable):

Delivery Requested: ☐ Yes ☐ No

Date Needed: _____ Expected Date of Return: _____

Requestor's Signature: _____ Date: _____

MONMOUTH COUNTY'S APPROVAL- PART II

Division: Highway District (If Applicable): 2

Administrative Fee: \$ 18.50

Estimated Labor Cost: \$ 5,375.06

Estimated Material Cost: \$ 752.00

Estimated Equipment Cost: \$ 7,369.90

Delivery Cost *(Optional): \$ _____

ESTIMATED TOTAL COST: \$ 13,516.12

☒ If box is checked, estimate is based on visual inspection of required repairs. Final costs will be based on actual repairs completed due to extent of deterioration and/or damage found.

Division Head Signature: [Signature] Date: _____

Department Head Signature: [Signature] Date: _____

Comments: _____

Original-Division

Copy-Municipality

Copy-Director's Office

1/16/18

Packet Pg. 183

Attachment: MONMOUTH COUNTY MILLING & PAVING QUOTE (2021-433 : Awarding a contract to Monmouth County for milling & paving



MONMOUTH COUNTY PUBLIC WORKS & ENGINEERING **MATERIAL/EQUIPMENT/SERVICE REQUEST FORM**

WORK ORDER #: 332787193697

REQUESTOR'S INFORMATION- PART I

Requestor's Name: Robert Bianchini Phone Number: 732-312-7579

Municipality: Asbury Department: D. P. W

Service Requested & Location (If Applicable):

Mill & Pave section of 2nd Ave & Langford Ave
5,040 sq ft 80 tons 9.5M64 asphalt supplied

Equipment Requested (If Applicable): By Asbury.

Material Requested (If Applicable):

Delivery Requested: ☐ Yes ☐ No

Date Needed: _____ Expected Date of Return: _____

Requestor's Signature: _____ Date: _____

MONMOUTH COUNTY'S APPROVAL- PART II

Division: Highway District (If Applicable): 2

Administrative Fee: \$ 18.50

Estimated Labor Cost: \$ 4,109.76

Estimated Material Cost: \$ 5,726.85

Estimated Equipment Cost: \$ 435.80

Delivery Cost *(Optional): \$ _____

ESTIMATED TOTAL COST: \$ 10,290.91

☒ If box is checked, estimate is based on visual inspection of required repairs. Final costs will be based on actual repairs completed due to extent of deterioration and/or damage found.

Division Head Signature: [Signature] Date: 9/15/2020

Department Head Signature: [Signature] Date: 9/15/2020

Comments: _____

Original-Division

Copy-Municipality

Copy-Director's Office



MONMOUTH COUNTY PUBLIC WORKS & ENGINEERING **MATERIAL/EQUIPMENT/SERVICE REQUEST FORM**

WORK ORDER #: 33285T193721

REQUESTOR'S INFORMATION- PART I

Requestor's Name: ROBERT BIANCHIUI Phone Number: 732-312-7579

Municipality: ASBURY Department: D.P.W

Service Requested & Location (If Applicable):

M.I.L & PAVE SECTION OF SUMMER FIELD AVE 12,420
SQ FT 200 TONS 9.5M64 ASPHALT SUPPLIED BY
ASBURY

Equipment Requested (If Applicable):

Material Requested (If Applicable):

Delivery Requested: ☐ Yes ☐ No

Date Needed: _____ Expected Date of Return: _____

Requestor's Signature: _____ Date: _____

MONMOUTH COUNTY'S APPROVAL- PART II

Division: Highway District (If Applicable): 2

Administrative Fee: \$ 18.50

Estimated Labor Cost: \$ 5,230.54

Estimated Material Cost: \$ 1,484.05

Estimated Equipment Cost: \$ 6,832.70

Delivery Cost *(Optional): \$ _____

ESTIMATED TOTAL COST: \$ 13,567.29

☒ If box is checked, estimate is based on visual inspection of required repairs. Final costs will be based on actual repairs completed due to extent of deterioration and/or damage found.

Division Head Signature: _____ Date: 9/15/2020

Department Head Signature: _____ Date: 9/15/2020

Comments: _____

Original-Division

Copy-Municipality

Copy-Director's Office



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-434

The City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering the summer seasons of 2022 and 2023.



RESOLUTION NO. 2021-434

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

RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION OF THE CONTRACT WITH SUMMERTIME SURF LLC, REGARDING THE OPERATION OF A SEASONAL CONCESSION INVOLVING SURF LESSONS.

WHEREAS, on February 27, 2019, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2019-96, which authorized the award of a contract to Summertime Surf, LLC (the “Contractor”), to provide private surf lessons to the public in a designated area of the Asbury Park beach front (Eight Avenue Beach) (the “Contract”); and

WHEREAS, the initial term of the Contract was for a period of three summer seasons: 2019, 2020 and 2021; and

WHEREAS, the Contract allows for up to two (2) 1-year extensions; and

WHEREAS, the City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering the summer seasons of 2022 and 2023 (also referenced as the “extension period”); and

WHEREAS, pursuant to the terms of the Request for Proposals (the “RFP”) and the Contract, a renewal of the concession agreement for the extension period shall be paid to the City at the increased rate of \$250.00 per extended year, based upon the awarded 2021 summer season fee; and

WHEREAS, the Contractor’s 2021 summer season fee was in the amount of \$5,050.00; and

WHEREAS, the fee due and payable to the City for the 2022 summer season shall be \$5,300.00, and the fee due and payable to the City for the 2023 summer season shall be \$5,550.00; and

WHEREAS, all other terms and conditions of the original Contract shall remain effective and unaltered for the 2-year extension period.

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

1. That the City hereby consents to and authorizes a two-year extension of the

within concession (as authorized per the RFP and the Contract) covering the summer seasons of 2022 and 2023.

2. That the fees due and payable to the City for the 2022 and 2023 summer seasons shall be \$5,300.00 and \$5,550.00, respectively, pursuant to the terms of the RFP and the Contract.
3. That all other terms and conditions of the original Contract shall remain effective and unaltered for the extension period.
4. That the Mayor is hereby authorized to execute and the City Clerk to attest a Contract Addendum which meets with the approval of the Municipal Attorney, on behalf of the City, to memorialize the said extension.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Summertime Surf, LLC;
 - b. Donna M. Vieiro, City Manager;
 - c. Asbury Park Superintendent of Public Works;
 - d. Tracy Lizardi, Director of Purchasing;
 - e. JoAnn Boos, CFO; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, 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. 2021-434 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

**AGREEMENT AUTHORIZING A TWO-YEAR EXTENSION OF THE
CONTRACT WITH SUMMERTIME SURF, LLC FOR THE OPERATION OF A
SEASONAL CONCESSION TO PROVIDE PRIVATE SURF LESSONS
TO THE PUBLIC IN A DESIGNATED AREA OF THE ASBURY PARK
BEACHFRONT (EIGHTH AVE. BEACH) IN THE
CITY OF ASBURY PARK, NEW JERSEY.**

This **AGREEMENT**, made this _____ day of _____, 2021, by and between:

THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”);

-and-

SUMMERTIME SURF, LLC, a corporation of the State of New Jersey, with its principal office located at 902 Main Street, Belmar, New Jersey 07719 (hereinafter the “Contractor”).

WITNESSETH:

That the City and the Contractor (collectively the “parties”), in consideration of the mutual covenants herein contracted, do hereby agree as follows:

1. Pursuant to the terms of the Request for Proposals and the original Concession Agreement concerning the within matter, the parties do hereby mutually exercise their right to extend the original Concession Agreement, entitled “Agreement Authorizing the Operation of a Seasonal Concession to Provide Private Surf Lessons to the Public in a Designated Area of the Asbury Park Beachfront (Eighth Ave. Beach) in the City of Asbury Park, New Jersey,” dated April 24, 2019 (the “Concession Agreement”), for an additional 2-year period, pursuant to the following:

a. The term of the extension of the Concession Agreement shall be for a period of two (2) years, covering the summer seasons of 2022 and 2023 (the “extension period”).

b. The 2022 summer season shall commence on or about Friday, May 13, 2022, and shall expire on or about Sunday, September 11, 2022.

c. The 2023 summer season shall commence on or about Friday, May 12, 2023, and shall expire on or about Sunday, September 10, 2023.

d. Pursuant to the terms of the Request for Proposals and the Concession Agreement, the Contractor agrees to make the following payments to the City for the right to operate the concession during the extension period:

i. 2022 summer season: \$5,300.00; and

ii. 2023 summer season: \$5,550.00.

2. All other terms and conditions of the Concession Agreement are hereby ratified and affirmed, and shall continue in full force and effect during the term of the extension period.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE CITY OF ASBURY PARK

Melody Hartsgrrove, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS:

SUMMERTIME SURF, LLC

By: _____
Shaun McGrath, Principal



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-435

City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering the spring/summer/fall seasons of 2022 and 2023.



RESOLUTION NO. 2021-435

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

RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION OF THE CONTRACT WITH SUNSHINE PRODUCTIONS, LLC, T/A ASBURY PARK PEDAL BOATS, REGARDING THE USE OF A DESIGNATED AREA OF THE WESLEY LAKE, IN THE CITY OF ASBURY PARK, NEW JERSEY, FOR THE OPERATION OF A RECREATIONAL PEDAL BOAT CONCESSION

WHEREAS, on February 27, 2019, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2019-97, which authorized the award of a contract to Sunshine Productions, LLC, t/a Asbury Park Pedal Boats (the “Contractor”), to **operate** a seasonal concession service involving the use of recreational pedal boats by the public, within a specifically designated area of the Wesley Lake (the “Contract”); and

WHEREAS, the initial term of the Contract was for a period of three spring/summer/fall seasons: 2019, 2020 and 2021; and

WHEREAS, the Contract allows for up to two (2) 1-year extensions; and

WHEREAS, the City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering the spring/summer/fall seasons of 2022 and 2023 (also referenced as the “extension period”); and

WHEREAS, pursuant to the terms of the Request for Proposals (the “RFP”) and the Contract, a renewal of the concession agreement for the extension period shall be paid to the City at the increased rate of \$250.00 per extended year, based upon the awarded 2021 spring/summer/fall season fee; and

WHEREAS, the Contractor’s 2021 spring/summer/fall season fee was in the amount of \$2,750.00; and

WHEREAS, the fee due and payable to the City for the 2022 spring/summer/fall season shall be \$3,000.00, and the fee due and payable to the City for the 2023 spring/summer/fall season shall be \$3,250.00; and

WHEREAS, all other terms and conditions of the original Contract shall remain effective and unaltered for the 2-year extension period.

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

1. That the City hereby consents to and authorizes a two-year extension of the within concession (as authorized per the RFP and the Contract) covering the spring/summer/fall seasons of 2022 and 2023.
2. That the fees due and payable to the City for the 2022 and 2023 spring/summer/fall seasons shall be \$3,000.00 and \$3,250.00, respectively, pursuant to the terms of the RFP and the Contract.
3. That all other terms and conditions of the original Contract shall remain effective and unaltered for the extension period.
4. That the Mayor is hereby authorized to execute and the City Clerk to attest a Contract Addendum which meets with the approval of the Municipal Attorney, on behalf of the City, to memorialize the said extension.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Sunshine Productions, LLC, t/a Asbury Park Pedal Boats;
 - b. Donna M. Vieiro, City Manager;
 - c. Asbury Park Superintendent of Public Works;
 - d. Tracy Lizardi, Director of Purchasing;
 - e. JoAnn Boos, CFO; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, 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. 2021-435 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

**AGREEMENT AUTHORIZING A TWO-YEAR EXTENSION
OF THE CONTRACT WITH SUNSHINE PRODUCTIONS, LLC,
t/a ASBURY PARK PEDAL BOATS, FOR THE USE OF A DESIGNATED AREA
OF THE WESLEY LAKE, IN THE CITY OF ASBURY PARK, NEW JERSEY,
FOR THE OPERATION OF A RECREATIONAL PEDAL BOAT CONCESSION.**

This **AGREEMENT**, made this _____ day of _____, 2021, by and between:

THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”);

- and -

SUNSHINE PRODUCTIONS, LLC, t/a ASBURY PARK PEDAL BOATS, a corporation of the State of New Jersey, with its principal office located at 700 Vaughn Avenue, Toms River, New Jersey 08753 (hereinafter the “Contractor”).

WITNESSETH:

That the City and the Contractor (collectively the “parties”), in consideration of the mutual covenants herein contracted, do hereby agree as follows:

1. Pursuant to the terms of the Request for Proposals and the original Concession Agreement concerning the within matter, the parties do hereby mutually exercise their right to extend the original Concession Agreement, entitled “Agreement Authorizing the Use of a Designated Area of the Wesley Lake, in the City of Asbury Park, New Jersey, for the Operation of a Recreational Pedal Boat Concession,” dated April 2019 (the “Concession Agreement”), for an additional 2-year period, pursuant to the following:

a. The term of the extension of the Concession Agreement shall be for a period of two (2) years, covering the spring/summer/fall seasons of 2022 and 2023 (the “extension period”).

b. The 2022 spring/summer/fall season shall commence on or about Friday, April 1, 2022, and shall expire on or about Sunday, October 16, 2022.

c. The 2023 spring/summer/fall season shall commence on or about Saturday, April 1, 2023, and shall expire on or about Sunday, October 15, 2023.

d. Pursuant to the terms of the Request for Proposals and the Concession Agreement, the Contractor agrees to make the following payments to the City for the right to operate the concession during the extension period:

i. 2022 spring/summer/fall season: \$3,000.00; and

ii. 2023 spring/summer/fall season: \$3,250.00.

2. All other terms and conditions of the Concession Agreement are hereby ratified and affirmed, and shall continue in full force and effect during the term of the extension period.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE CITY OF ASBURY PARK

Melody Hartsgrrove, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS:

SUNSHINE PRODUCTIONS, LLC,
t/a ASBURY PARK PEDAL BOATS

By: _____
Linda Occhipinti, Managing Member



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-436

The City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering the summer seasons of 2022 and 2023.



RESOLUTION NO. 2021-436

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

RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION OF THE CONTRACT WITH PIMCO, LLC, REGARDING THE OPERATION OF A SEASONAL CONCESSION TO PROVIDE FOR THE RENTAL OF UMBRELLAS AND BEACH CHAIRS ON THE PUBLIC BEACHES OF THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, on February 27, 2019, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2019-98, which authorized the award of a contract to Pimco, LLC (the “Contractor”), to operate seasonal concession service to provide for the rental of umbrellas and beach chairs to the public, on the public beaches located within the City, extending from Eighth Avenue at the City’s northerly terminus and southward to the Ocean Grove border, (the “Contract”); and

WHEREAS, the initial term of the Contract was for a period of three summer seasons: 2019, 2020 and 2021; and

WHEREAS, the Contract allows for up to two (2) 1-year extensions; and

WHEREAS, the City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering the summer seasons of 2022 and 2023 (also referenced as the “extension period”); and

WHEREAS, pursuant to the terms of the Request for Proposals (the “RFP”) and the Contract, a renewal of the concession agreement for the extension period shall be paid to the City at the increased rate of \$1,000.00 per extended year, based upon the awarded 2021 summer season fee; and

WHEREAS, the Contractor’s 2021 summer season fee was in the amount of \$10,100.00; and

WHEREAS, the fee due and payable to the City for the 2022 summer season shall be \$11,100.00, and the fee due and payable to the City for the 2023 summer season shall be \$12,100.00; and

WHEREAS, all other terms and conditions of the original Contract shall remain effective and unaltered for the 2-year extension period.

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

1. That the City hereby consents to and authorizes a two-year extension of the within concession (as authorized per the RFP and the Contract) covering the summer seasons of 2022 and 2023.
2. That the fees due and payable to the City for the 2022 and 2023 summer seasons shall be \$11,100.00 and \$12,100.00, respectively, pursuant to the terms of the RFP and the Contract.
3. That all other terms and conditions of the original Contract shall remain effective and unaltered for the extension period.
4. That the Mayor is hereby authorized to execute and the City Clerk to attest a Contract Addendum which meets with the approval of the Municipal Attorney, on behalf of the City, to memorialize the said extension.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Pimco, LLC;
 - b. Donna M. Vieiro, City Manager;
 - c. Asbury Park Superintendent of Public Works;
 - d. Tracy Lizardi, Director of Purchasing;
 - e. JoAnn Boos, CFO; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, 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. 2021-436 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-437

Resolution authorizing a professional services contract to T&M Associates for the new Fire Department Headquarters Project in the amount of \$291,700.00 utilizing capital funds.



RESOLUTION NO. 2021-437

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES FOR THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, on September 27, 2020 the City of Asbury Park received a proposal for the new Fire Department Headquarters Project from T&M Associates; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$291,700.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-176-001; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

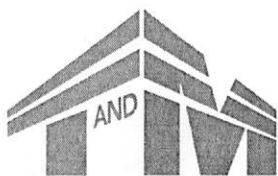
NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates a professional service contract for the new Fire Department Headquarters Project as outlined in the scope of services provided on September 27, 2021 in a not-to-exceed amount of \$291,700.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Engineer and City Manager.

I, MELODY HARTSGROVE, 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. 2021-437 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

September 27, 2021

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
Office of the City Manager
One Municipal Plaza
Asbury Park, NJ 07712

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS**

Dear Ms. Vieiro:

We appreciate this opportunity to submit this Proposal Contract for Professional Services for the **NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS PROJECT**. We feel we are uniquely qualified to assist the City with this project and we recognize its importance. We will deliver our services in an efficient and timely manner, listen and respond to any concerns you may have, keep you informed on the progress of our services and deliver value for our fee.

PROJECT UNDERSTANDING

It is our understanding that the City of Asbury Park desires to build a new Fire Department Headquarters facility at the existing Municipal Parking lot along Memorial drive between Springwood Avenue and Bangs Avenue. The City is requesting Site/Civil engineering services and overall Project Management and Construction Management in support of this project from inception through the construction phase to successful completion.

This Proposal includes surveying, conceptual design, civil engineering design services, traffic engineering design, Construction Management (CM), and Project Management (PM) related to the project. T&M Associates will serve as the overall project and program manager. As such, we offer the following Scope of Services for the City's consideration.

SCOPE OF SERVICES

PHASE 100 PRE-ENGINEERING SERVICES

TASK NO 100: PERFORMANCE OF GEOTECHNICAL SERVICES

T&M will engage our trusted sub-consult, RPM Engineering, as our geotechnical engineer to perform the following site investigation tasks.

- Provide staff necessary to perform soil permeability tests suitable for design storm water BMP's as stipulating in Appendix E of the NJDEP Best Management Practices Manual. All permeability tests and test pits will be witnessed by T&M staff. Field survey location of the test pits will be done upon acceptance of the test locations. Laboratory tests will be compensated for as a reimbursable expense as the number of tests is undetermined.



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September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

- Provide a foundation study from the results of soil borings performed under the geotechnical engineer's supervision and direction. The investigation shall describe the subsoils, establish the water table elevation (if applicable), evaluate the supporting capacity of the subsurface, and make recommendations for foundation design and construction.

Deliverable: One reproducible copy of the Permeability test results and the Geotechnical Engineering Report.

PHASE 200 SITE/CIVIL DESIGN SERVICES

TASK NO 200: CONCEPTUAL DESIGN

- Prepare a conceptual site plan for a New Fire Department Headquarters facility, targeting approximately five (5) Fire Apparatus bays and two (2) Ambulance Bays. Key design elements will include providing roadway access, existing city infrastructure access, traffic signals if applicable, and provisions for utilities and stormwater facilities. This scope of services is anticipating three (3) iterations of the concept plan.
- Review the conceptual site plan layout with the City and assist in obtaining conceptual acceptance for the selected alternative from review agencies having jurisdiction over the review of the application. A conceptual plan consistent with the City of Asbury Park Ordinance will be prepared suitable for an informal presentation before the City of Asbury Park Planning Board.

Deliverable: One reproducible copy of the Concept Plan.

TASK NO 202: PREPARATION OF PRELIMINARY/FINAL MAJOR SITE PLAN

Perform services necessary to prepare Preliminary/Final Major Site Plans sufficient for administrative completeness pursuant to the local ordinance and **one (1)** round of revisions. (Note: Completeness documents prepared by others will be included in all submissions.)

- A **Cover Sheet** shall include the address and tax map number of the lot, name and address of owner, applicant and preparer, key map, sheet index, site logo, and appropriate signature blocks. A list of property owners within 200 feet will also be provided.
- Site Existing Conditions and Demolition Plan** at a scale of 1" = 20' will locate, the site existing conditions based on land survey data prepared or provided. Existing site improvements which will be required to be removed as part of the proposed site development will be noted to be remove along with any notes related to maintenance of features to remain as well as any disposal protocols required.
- Site Layout Plan and Utility Plan** at a scale of 1" = 20' will locate, identify, and dimension the site, lot



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September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

area, setback areas, roadways, sidewalks, site amenities, etc. Layout plan will include a general information table identifying general zoning requirements and the extent of compliance with each. Additional variances and waivers that become apparent based on interpretations of the municipality or as a result of the public hearing process will be added to the information table as a plan amendment. An overall project layout plan will be provided if required. Location, size, material, and scope of applicable site utilities, elevations, and details of connections with existing utility systems will be enumerated and outlined.

- **Site Grading, Drainage, Soil Erosion & Sediment Control Plan** at a scale of 1" = 20' will detail existing and proposed contours. Grading and/or site disturbance limits will be established. The plan will identify individual drainage structure locations and individual inlet divides. On-site soil types and cover conditions will be shown with respect to the site development. Notes and details for erosion control and on-site stabilization per local Soil Conservation District standards will be listed.
- **Lighting & Landscaping Plans** at a scale of 1" = 20' shall be prepared showing proposed vegetation and existing to remain. Landscaping will be prepared to address the minimum ordinance requirements unless directed otherwise by the Client. The Client will be required to provide a project budget for site landscaping. Lighting will be consistent with local utility standards and Municipal Development Ordinance. Signing and traffic striping will also be shown.
- **Storm Drainage and Utility Profiles** will be prepared at a scale of 1" = 20' showing existing and proposed ground utility alignment and structures.
- **Construction Detail Sheets** will be prepared in accordance with the City of Asbury Park Standards, as applicable.
- **Site Drainage and Storm Water Management** T & M Associates' staff will prepare a Site Drainage and Storm Water Management Report, including the following as required:
 - Description of the site hydrologic characteristics, watershed perimeters, and identification of significant design considerations.
 - Channel or swale improvement computations.
 - Riprap computations.
 - Soil erosion and sediment control computations.
 - Inlet and pipe capacity computations.
 - Design computations for storm water management facilities consistent with the Municipalities Storm Water Management Ordinance and N.J.A.C. 7:8. Calculations and Report may include the following as applicable:
 - Low Impact Design Checklist
 - Exhibits showing N.S.P.S. Areas and Definitions of Conveyance Systems used.
 - Basin Routing and Sizing.
 - Water Quality Calculations



ASPKOH-16002
September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

- Ground Water Recharge Design
- Preparation of an Operation and Maintenance Manual.

Deliverables: One set of Preliminary & Final Site Plans and Storm Water Management Report.

TASK NO 205: FINAL CONSTRUCTION DOCUMENTS

- Upon receipt of favorable action by the Municipal Board, we will revise the plans in order to meet those conditions of the resolution which you have agreed to and require plan changes.
- Final construction drawings incorporating all comments from approval agencies having jurisdiction over the project will be prepared in the format suitable for the Client's bidding and/or construction purpose.

Deliverables: One set of reproducible drawings and one paper set.

TASK NO. 206: TECHNICAL SPECIFICATIONS AND ESTIMATE OF PROBABLE CONSTRUCTION COST

- Prepare contract specifications suitable for public bids. These specifications will be prepared in sufficient detail to clearly describe the work and complexity of the proposed project. The specifications will be based on CSI format. An estimate of probable construction cost for site construction will be prepared outlining quantities and costs.

Deliverables: One original and one copy of final specifications and cost estimates.

PHASE 300 TRAFFIC ENGINEERING SERVICES

TASK NO 300: EMERGENCY PRE-EMPTION REQUIREMENTS

Conduct an evaluation of adjacent traffic signal systems along Memorial Drive at Springwood Avenue and Bangs Avenue to assess compatibility with emergency pre-emption devices potentially needed at the new firehouse. It is noted the existing signal systems are under Monmouth County jurisdiction and would require approval from the Monmouth County Engineer. Additionally, both signals are currently connected to the railroad crossing signals, thus NJDOT/ NJ Transit approval will be required. A formal request for a NJDOT Diagnostic Team Meeting will be required, including attendance and design coordination with the Diagnostic Team for approval of the pre-emption sequence/devices. The effort conducted under this task shall include a conceptual operation plan and preliminary coordination with the Asbury Park, Monmouth County, NJDOT and NJ Transit to determine the pre-emption feasibility and requirements with the adjacent signals.

Deliverables: Conceptual Operational Plan for Pre-emption.



ASP KOH-16002
September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

TASK NO 301: TRAFFIC SIGNAL DESIGN

Due to volume of traffic along Memorial Drive, we anticipate that a traffic signal system will be required at the fire house driveway along Memorial Drive. In coordination with the site plan layout and apparatus/emergency vehicle driveway location, a traffic signal system will be designed to allow safe and efficient access of emergency vehicles to Memorial Drive. The traffic signal design shall be in accordance with Monmouth County standards. Additionally, the selected method of pre-emption at the adjacent signals along Memorial Drive as determined under Task 500 will be included in the design documents. This shall include updating the existing timing directives and signal design plans as required by Monmouth County.

Deliverables: One set of Preliminary & Final Traffic Signal Design Plans & Timing Directives.

PHASE 400 PROGRAM MANAGEMENT/PROJECT MANAGEMENT SERVICES

TASK NO 400: DESIGN PHASE PROGRAM/PROJECT MANAGEMENT

- Review available existing drawings and site conditions.
- Attend three (3) meetings with stakeholders to review conceptual site plan options and constraints.
- Attend bi-weekly design team meetings.
- Prepare a project schedule.
- Review architectural and engineering schematic, design development and construction document submissions for completeness, coordination and constructability and provide report on findings. Deliverable will be an annotated set of drawings and an accompanying narrative if necessary.
- Review architectural and engineering cost estimates generated by others at schematic, design development and construction document stages. Deliverable will be an annotated copy of the cost estimate by others and an accompanying narrative memorandum highlighting items of note within the cost estimate and recommendations as appropriate.
- Prepare a cost estimate based on the design development progress submission and review with the architect and engineers. Deliverable will be a complete estimate, commensurate with the level of detail in the design development-stage documents, including material takeoffs and unit pricing as appropriate.
- Review the City of Asbury Park standard "front-end" specifications including the General Conditions, Supplementary General Conditions, General Requirements, and form of contract between Owner and Contractor to be included in the Project Manual. Deliverable will be an annotated copy of the referenced documents as well as recommend modifications for project specific conditions.



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September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

- Assist in the preparation of a detailed site logistics and phasing plan that will be included in the general conditions. Deliverable will include an annotated copy of the site plan and accompanying documents, as well as a memorandum describing the recommended phasing strategy for inclusion in the bid documents.

TASK NO 401: BID PHASE

- It is our understanding that the Project Architect will be responsible for coordinating and assembling all necessary bid documents for the project. T&M Associates will assist the Project Architect as needed.
- Assist the City and the design team with pre-bid meeting by presenting the site logistics and phasing plan.
- Assist the Project Architect in the response to questions from bidders and generate content for inclusion in one addendum as required.
- Attend the bid opening in support of the Project Architect. It is our understanding that the Project Architect will review bids received and prepare recommendation for award.

PHASE 500 ENVIRONMENTAL SERVICES

TASK NO 500: ENVIRONMENTAL IMPACT STUDY

- Perform an environmental due diligence assessment of the subject property and prepare an environmental impact report as required by the City of Asbury Park Ordinance and the Monmouth County Planning Board addressing the potential impact of the project.

Deliverables: One copy of the Environmental Impact Study.

PHASE 700 CONSTRUCTION PHASE SERVICES

TASK NO 700: SHOP DRAWINGS AND RFI REVIEW, PART-TIME OBSERVATION

- Shop Drawing and RFI Review**
Assist the Client in reviewing shop drawings and responding to requests for information (RFI's). We have estimated 25 shop drawings and 25 RFI's will be required during construction. Redesign of project elements due to unforeseen conditions will be addressed as an additional service. Attendance at one construction kick off meeting and biweekly project meetings are included in this task.

Deliverables: One copy of each RFI and Shop Drawing.



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September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: PROPOSAL FOR PROFESSIONAL SERVICES
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

PHASE 600 PERMITTING

TASK NO 600: PERMIT APPLICATIONS

Prepare administratively complete plans, computations, details, and application for the local, state, and federal environmental permits listed below:

- City of Asbury Park Capital Review
- Monmouth County Planning Board
- Freehold Soil Conservation Service
- Asbury Park Fire Department
- Local Water, Sewer Utility
- JCP&L Electrical Service
- NJ Natural Gas
- Cable Service

Deliverables: One copy of documents submitted for administrative completeness to each agency.

PHASE 800 MEETINGS AND DOCUMENT REVISIONS

TASK NO 800: MEETINGS

- Provide testimony at one (1) public hearing and one meeting each at local, state, and federal work sessions in support of the application.
- Attend biweekly design coordination meetings with the City. A total of sixteen (16) meetings is included in this task.
- One set of project exhibits is provided for in this task. Additional exhibits and meeting attendance will be provided as an additional service.

Revisions

It is difficult to predict the comments that will result from the review of this application. The magnitude of revisions required will be directly related to the project's popularity, sensitive issues, client changes, agency review and desirability within the community. We have included one (1) round of revisions in this proposal, therefore, if the City or other reviewing agencies request additional changes to the plans, the second round of revisions will be considered out of scope. Such revisions will be performed based on an hourly basis or Lump Sum Fees to be quoted prior to each round of revisions.

INFORMATION TO BE PROVIDED BY THE CLIENT

- Required application and permit fees.
- Recent title search and deeds of the development parcel.



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September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

- Relevant record documents in the Client's possession.
- Client's budget for project landscaping.
- Client's contact person.
- The Client will provide all environmental assessment information in its possession, custody, or control that may relate to the Site, including survey maps or sketches illustrating the limits and legal boundaries of the Site and copies of any previous environmental assessments and investigation reports.
- The Client/User will provide all available recorded land title records and judicial records for environmental liens or activity and use limitations that may be in force at the Site.
- The Client/User shall provide all information in their possession that may identify recognized environmental conditions (RECs) in connection with the Site.
- The Client will be fully responsible for obtaining the necessary authorization to allow T&M, its agents, subcontractors and representatives to have access to the Site and tenant spaces and structures thereon, including parcels and structures not already owned by the Client, at reasonable times throughout the term of this agreement.

EXCEPTIONS

- Design of earth retaining structures with greater than 4 feet of earth retainage.
- Monitoring well location will only include the casing horizontal and vertical location. Internal depths are not included.
- Design of sanitary sewer pump station treatment facility.
- Design of potable water treatment, storage, or pumping facility.
- Services not specifically listed are not included.

SCHEDULE

T&M is prepared to begin work upon authorization for each task. A detailed schedule of tasks can be provided upon authorization.



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September 27, 2021
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To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

SCHEDULE OF FEES

All professional services described in the Scope of Services items herein will be provided for the **Proposed Fee** as indicated in the table below and in accordance with our current contract with the City.

TASK #	DESCRIPTION OF TASK	Proposed Fee
PHASE 100 PRE-ENGINEERING SERVICES		
100	PERFORMANCE OF GEOTECHNICAL SERVICES	\$8,500.00
PHASE 200 SITE/CIVIL DESIGN SERVICES		
200	CONCEPTUAL DESIGN SERVICES	\$14,200.00
202	PREPARATION OF PRELIMINARY/FINAL MAJOR SITE PLAN	\$56,800.00
205 & 206	FINAL CONSTRUCTION DOCUMENTS & TECHNICAL SPECIFICATIONS AND ESTIMATE OF PROBABLE CONSTRUCTION COST	\$18,500.00
PHASE 300 TRAFFIC ENGINEERING SERVICES		
300	EMERGENCY PREEMPTION REQUIREMENTS	\$12,400.00
301	TRAFFIC SIGNAL DESIGN	\$26,800.00
PHASE 400 PROGRAM MANAGEMENT/PROJECT MANAGEMENT SERVICES		
400	DESIGN PHASE PROGRAM/PROJECT MANAGEMENT	\$84,000.00
401	BID PHASE	\$3,500.00
PHASE 500 ENVIRONMENTAL SERVICES		
500	ENVIRONMENTAL IMPACT STUDY	\$5,000.00
PHASE 600 PERMITTING		
600	PERMIT APPLICATIONS	\$21,000.00
PHASE 700 CONSTRUCTION PHASE SERVICES		
700	SHOP DRAWINGS AND RFI REVIEW, PART-TIME OBSERVATION	\$25,000.00
PHASE 800 MEETINGS AND DOCUMENT REVISIONS		
800	MEETINGS	\$12,000.00
EXP	REIMBURSABLE EXPENSES	\$4,000.00
TOTAL ENGINEERING DESIGN		\$291,700.00



ASPKOH-16002
September 27, 2021
Page | 10

To: Ms. Donna M. Vieiro, City Manager
City of Asbury Park
RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
NEW ASBURY PARK FIRE DEPARTMENT HEADQUARTERS

Revisions and preparation of supplementary submissions which result from Client or agency review after determination of administrative completeness, excepting any resulting from errors or omissions by T&M, will be billed as Additional Services. **(Additional services will not be performed without written authorization for the task and fee.)**

If you have any questions concerning this proposal or our services, please contact us without hesitation.

Very truly yours,

T & M ASSOCIATES

KENNETH SMITH, PE
SUPERVISING ENGINEER

Authorized by:
CITY OF ASBURY PARK

DONNA M. VIEIRO
CITY MANAGER

G:\Projects\ASPK\#Proposals\16002\Draft Material\New Fire House Memorial Drive\ASPKOH-16002 T&M Proposal - NEW FIRE HOUSE_FINAL_Revised 9-27-2021.doc



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-438

Resolution to purchase thirty parking pay station printers to replace broken printers and create a stock of printers for future use.



RESOLUTION NO. 2021-438

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

RESOLUTION AUTHORIZING THE PURCHASE OF PRINTERS FOR THE PARKING PAY STATIONS

WHEREAS, the City has previously installed parking pay stations through the National Cooperative Purchasing Alliance from the IPS Group; and

WHEREAS, the printers utilized by the IPS Group MS1 Parking Meters is proprietary technology and only available through the IPS Group; and

WHEREAS, the City of Asbury Park ("City") has a need to replace broken printers for the parking pay stations throughout the City; and

WHEREAS, acquiring a large stock of parking pay station printers will allow us to more quickly replace broken printers and decrease parking pay station down time; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 1-06-55-502-000-212 in the amount of \$24,141.30. The maximum dollar value of the pending contract is as set forth in the resolution.

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 authorize the following:

1. The purchase thirty Hengstler Thermal Printer with IPS Cover and Custom Spout as per the attached quote.
2. A copy of this resolution shall be provided to the Director of Transportation, CFO, Director of Purchasing and City Manager.

I, MELODY HARTSGROVE, 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. 2021-438 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer	Sub-Contractor
09/28/2021	IPS-2021-092895771	Asbury Park, NJ (501)	None

Name / Address

City of Asbury Park Planning
Attn: Michael Manzella One Municipal Plaza
Asbury Park, NJ 07712

Ship To

City of Asbury Park Planning
Attn: Michael Manzella One Municipal Plaza
Asbury Park, NJ 07712

		Rep	P.O. No.	Terms	FOB	Contract
		RV		Net 30	San Diego	
Item	Description	Qty		Price		Total
800-006	Hengstler Thermal Printer with IPS Cover and Custom Spout	30		\$795.00		\$23,850.00
Notes-Freight	+ FREIGHT CHARGES (FEDEX_GROUND)	1		\$291.30		\$291.30

Remarks:

None

Subtotal	\$24,141.30
Tax Exempted (0.00%)	\$0.00
Grand Total	\$24,141.30

TERMS AND CONDITIONS:

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Additional installation services required will be charged \$950/day per technician.
- Training and Commissioning will be \$1000 minimum on a new installation if applicable.
- if you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com

Signature _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-439

Resolution authorizing the purchase of electrical supplies needed for the South Boardwalk Project in an amount not-to-exceed \$10,000.00 utilizing Beach funds.



RESOLUTION NO. 2021-439

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

**RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRICAL SUPPLIES
NEEDED FOR THE SOUTH BOARDWALK PROJECT**

WHEREAS, the City has a need for electrical supplies needed for the South Boardwalk Project; and

WHEREAS, the City has solicited and obtained two quotes from Newark Ironbound Electrical Supply Company, Inc. and Monarch Electric Company; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of electrical supplies needed to Newark Ironbound Electrical Supply Company, Inc. in an amount not-to-exceed \$10,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 1-05-55-502-000-201 as needed; and

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 of electrical supplies needed for the South Boardwalk Project in an amount not-to-exceed \$10,000.00 from Newark Ironbound Electrical Supply Company, Inc.; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Director of Public Works and the Director of Purchasing .

I, MELODY HARTSGROVE, 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. 2021-439 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

NEWARK IRONBOUND ELECTRICAL SUPPLY COMPANY, INC.

261-263 SOUTH STREET
NEWARK, NEW JERSEY 07114

(973)817-7070 • FAX (973) 690-5720

E-mail: ironboundelect@earthlink.net
newarkironbound@earthlink.net

INVOICE DATE	INVOICE NO.	PAGE
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10/07/21 Quote 1

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CITY OF ASBURY PARK
ATTN: Accounts Payable
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

S
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T
O

BOARDWALK SOUTH
SURVEILLANCE CAMERAS
ATTN: JOE DELLARAGIONE

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES MAN	PURCHASE ORDER NO.	SHIP VIA	SHIP DATE	TERMS
Quote	10/07/21	CAE100			TRUCK	ASAP	BOTH OF MONTH

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	PER UNIT	AMOUNT
ORDERED	SHIPPED					
2500	2500	UL20	PVC 2" SCH.40 CONDUIT	3.48	FT	8,705.00
40	40	TOP1016	2in PVC COUPLING 40-PK	.77	EACH	30.72
40	40	TOP1036	2in PVC MALE ADAPTER	1.00	EACH	39.92
20	20	TOP836	2in PLASTIC BUSHING	.56	EACH	11.26
20	20	TOP716	2in SEALING LOCKNUT	3.09	EACH	61.70
50	50	ANM2050	NM PIPE HANGER 2" PVC	1.59	EACH	79.35
12	12	TOP1046	2in PVC 90DEG ELBOW PLAIN	6.81	EACH	81.72
12	12	TOP1056	2in PVC 45DEG ELBOW PLAIN	3.49	EACH	41.93
2	2	MORG40436S	Med Body Cement Clear QT	15.16	EACH	30.31
1	1	GBPL232B	1/8" Blue Pull Line 6500'	38.17	BKT	38.17
			210LBS BREAKING STRENGTH			
1	1	GBPL235B	3/16" Red Pull Line 2200'	40.37	EACH	40.37
			500LBS BREAKING STRENGTH			
200	200	NMST1	NON METAL SEATITE 1"	1.51	EACH	302.00
20	20	NML100	NON-METAL LT CONN 1"	2.23	EACH	44.54

*** QUOTE ***
Str: 1 Reg: 4 Dwt: 4 User: MGE 07:50

SALE AMOUNT	9,506.99
MISC. CHARGES	
FREIGHT	
SALES TAX	.00
TOTAL	9,506.99
PAYMENT REC'D	
BALANCE DUE	

CUSTOMER COPY



ELECTRIC COMPANY

A U.S. Electrical Services Inc. Company

815 ASBURY AVENUE
ASBURY PARK, NJ 07712-6528
732-897-9999
Fax 732-897-9990

QUOTE TO:

CITY OF ASBURY PARK
ATTN: FINANCE
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712-7026



3.E.13.a

Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
10/05/2021	S119110411	1 of 1
CUST PO#:	South side Boardwalk	
JOB/REL#:	verbal	

SHIP TO:

CITY OF ASBURY PARK
CITY OF ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712-7012

CUSTOMER NUMBER		CUSTOMER PHONE		ORDERED BY		SALESPERSON			
113691		732-502-5710		Manny		HOUSE ACCOUNT			
WRITER		SHIP VIA		TERMS		EXPIRATION DATE		FREIGHT EXEMPT	
MAXWELL GABLE 732-897-9999		PICK UP		NET 15TH		11/04/2021		No	
ORDER QTY		DESCRIPTION				UNIT PRICE		EXT PRICE	
2500ft		PVC SCH 40 2" X 10' PIPE							
2ea		IDE 31-340 6500FT 200LB PULL LINE BUCKET				344.650/c 36.640/ea		8616.25 73.28	
50ea		KRY 078089 TA20 2" PVC MALE TERMINAL ADAPTER				140.580/c		70.29	
30ea		KRY 078006 CP20 2" PVC COUPLING				98.730/c		29.62	
12ea		TOPAZELE 716 2IN STL SEAL LOCKNUT				4.030/ea		48.36	
12ea		TOPAZELE 836 2" INSULATED PLASTIC BUSHING				0.730/ea		8.76	
100ea		ARL NM2050 2" PIPE NM SNAPIT HANGER				226.070/c		226.07	
200ea		NMLT 1" GRAY NON-METALLIC LIQUIDTITE 100'				179.390/c		358.78	
12ea		ARL NMLT100 1" NM STRAIGHT LIQUIDTITE CONNECTOR				266.700/c		32.00	
12ea		ARL NMLT90100 1" NM 90 DEGREE LIQUIDTITE CONNECTOR				485.790/c		58.29	
50ea		ARL NM2020 1" EMT NM SNAPIT HANGER				121.580/c		60.79	
12ea		KRY 078545 SCH40 2" X 90D PVC ELBOW 40STD2090				429.270/c		51.51	
Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation.						Subtotal		9634.00	
						Shipping Chgs		0.00	
						Amount Due		9634.00	

Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-440

Resolution authorizing the purchase of asphalt materials from Stavola Asphalt Company for the paving of various roadways (Summerfield and Emory) throughout the City utilizing capital funds totaling \$22,463.00



RESOLUTION NO. 2021-440

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

RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT MATERIALS FROM STAVOLA ASPHALT COMPANY FOR THE PAVING OF VARIOUS ROADWAYS

WHEREAS, the City requires the purchase of asphalt materials for the paving of various roadways in an not-to-exceed amount of 300 tons; and

WHEREAS, the City has obtained the attached quotes from the following vendors:

- Stavola Asphalt Company, Tinton Falls NJ - \$22,463.00

WHEREAS, pricing is based off of State Contract #T0155/#18-FLEET-00641; and

WHEREAS, the City of Asbury Park has solicited pricing from Monmouth County to mill and pave various roadways through the City and that is awarded under a separate Resolution ; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Stavola Asphalt Company for the purchase of asphalt materials in the amount of \$22,463.00; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in capital account #C-04-55-998-169-001 and the maximum dollar value of the pending contract is as set forth in the resolution; and

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 authorize the purchase asphalt materials to Stavola Asphalt Company in the amount of \$22,463.00 and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, 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. 2021-440 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Material Sales Quote

Phone: 732.542.2328

Fax: 732.542.0193

www.stavola.com

Customer		Quote	
1810	CITY OF ASBURY PARK ROBERT BIANCHINI 1 MUNICIPAL PLAZA ASBURY PARK NJ 07712 Fax: 732-775-0441	Quote Date: 9/28/2021 Expiration Date: 12/31/2021 Asphalt Index: 9/28/2021 (509.00) Fuel Index: 9/28/2021 (3.26)	Quote: 3335 Terms: N30

Quote Description: ASBURY PARK, SUMMERFIELD AVE

Notes

ASPHALT PRICE BASED ON THE NEW JERSEY STATEWIDE HMA CONTRACT # T0155 - #18-DPP00252 AND TO BE PICKED UP BY MONMOUTH COUNTY TRUCKS.

Location	Material	Description	UM	Quote Units	Unit Price
TFA	0252	HMA 9.5M64/ I-5	TON	200.00	\$74.7

Bound Brook Asphalt * Tinton Falls Asphalt * Old Bridge Asphalt * Hillsborough Asphalt * Flemington Asphalt * Brick Asphalt * Millstone Asphalt
Bound Brook Quarry * Oldwick Quarry * Beaver Run Quarry

Terms and Conditions

Thank you for the opportunity to quote your project. The Quote Expiration Date is listed above. Prices contained in this quote will be effective through the Pricing Expire Date upon receipt of this quote signed by both parties. Asphalt will be adjusted for both AC & fuel indices. Both indices are noted on the top of this quote. The AC Index Adjustment will be calculated based on the beginning index and the index at the time of shipping. The difference between the two numbers will be multiplied by the AC content in the mix design and the unit price will be adjusted accordingly. The Fuel Index Adjustment will be calculated based on the beginning index & the index at the time of shipping. The difference will be multiplied by 2.5 gallons and the unit price will be adjusted accordingly. All stone haul rates are subject to fuel surcharges based on a starting index of \$2.50/gallon and will be adjusted 5% for each 50 cents fluctuation based on the published NJ Fuel Price Index. Any product or price discrepancy must be filed within ten business days of the invoice date. All material prices and haul rates are subject to a minimum annual increase of 5% per year. Asphalt plant operating hours are 7:00 AM to 3:30 PM, Monday thru Friday weather permitting. There will be a premium charge assessed if we are required to extend our hours beyond regular operating hours. Any bonuses pertaining to material performance will be credited to the account of the Stavola Asphalt Company. Material subject to availability.

All tax exempt certificates must be submitted prior to ordering material

This quote is not valid until it is signed & returned. Quotes should be faxed to 732.542.0193

Per ton haul rates are based on full loads delivered

Accepted By _____
Date _____

Accepted By _____
Tony Monsalud

Attachment: STAVOLA ASPHALT QUOTES (2021-440 : Purchase of Asphalt Materials from Stavola Asphalt for Road Paving)



Material Sales Quote

Phone: 732.542.2328
 Fax: 732.542.0193
 www.stavola.com

Customer		Quote	
1810	CITY OF ASBURY PARK ROBERT BIANCHINI 1 MUNICIPAL PLAZA ASBURY PARK NJ 07712 Fax: 732-775-0441	Quote Date: 10/6/2021 Expiration Date: 12/31/2021 Asphalt Index: 10/6/2021 (513.00) Fuel Index: 10/6/2021 (3.30)	Quote: 3348 Terms: N30

Quote Description: ASBURY PARK, EMORY STREET BETWEEN 6TH & 7TH

Notes

ASPHALT PRICE BASED ON THE NEW JERSEY STATEWIDE HMA CONTRACT # T0155 - #18-DPP00252 AND TO BE PICKED UP BY MONMOUTH COUNTY TRUCKS.

Location	Material	Description	UM	Quote Units	Unit Price
TFA	0252	HMA 9.5M64/ I-5	TON	100.00	\$74.7

Bound Brook Asphalt * Tinton Falls Asphalt * Old Bridge Asphalt * Hillsborough Asphalt * Flemington Asphalt * Brick Asphalt * Millstone Asphalt
 Bound Brook Quarry * Oldwick Quarry * Beaver Run Quarry

Terms and Conditions

Thank you for the opportunity to quote your project. The Quote Expiration Date is listed above. Prices contained in this quote will be effective through the Pricing Expire Date upon receipt of this quote signed by both parties. Asphalt will be adjusted for both AC & fuel indices. Both indices are noted on the top of this quote. The AC Index Adjustment will be calculated based on the beginning index and the index at the time of shipping. The difference between the two numbers will be multiplied by the AC content in the mix design and the unit price will be adjusted accordingly. The Fuel Index Adjustment will be calculated based on the beginning index & the index at the time of shipping. The difference will be multiplied by 2.5 gallons and the unit price will be adjusted accordingly. All stone haul rates are subject to fuel surcharges based on a starting index of \$2.50/gallon and will be adjusted 5% for each 50 cents fluctuation based on the published NJ Fuel Price Index. Any product or price discrepancy must be filed within ten business days of the invoice date. All material prices and haul rates are subject to a minimum annual increase of 5% per year. Asphalt plant operating hours are 7:00 AM to 3:30 PM, Monday thru Friday weather permitting. There will be a premium charge assessed if we are required to extend our hours beyond regular operating hours. Any bonuses pertaining to material performance will be credited to the account of the Stavola Asphalt Company. Material subject to availability.

All tax exempt certificates must be submitted prior to ordering material

This quote is not valid until it is signed & returned. Quotes should be faxed to 732.542.0193

Per ton haul rates are based on full loads delivered

Accepted By _____
 Date _____

Accepted By _____
 Tony Monsalud



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

AMENDMENT 11
T-0155
SOLICITATION # 18DPP00252
Blanket P.O. # Multiple

TO: All State Agencies

DATE: September 13, 2021

FROM: Alexis Bell
Procurement Specialist

SUBJECT: Hot Mix Asphalt (HMA) for Pick-Up and Delivery - Statewide - 2021 Fourth Quarter Price Adjustments

BLANKET P.O. PERIOD: October 15, 2021 through January 14, 2022

Pursuant to Section 5.2.1 of the Bid Solicitation, the Blanket P.O.'s listed below will be adjusted for the third quarter of 2021, based on the Vendor's {Bidder's} percentage of raw material that comprises of the Quote price (as offered in the 'Unit Price Per Ton' and 'Percentage of Price That is Raw Material Affected by the Asphalt Cement Index' columns on the State-Supplied Price Sheet) and the NJDOT's Asphalt Cement Index ("Index"). The pricing in the table below reflects the pricing adjustment for the period of October 15, 2021 through January 14, 2022.

Vendor {Contractor} Blanket P.O. NJSTART/MACSE	Mixtures	Previous Quarter's Price	3 rd Quarter 2021 Price
A.E. Stone 18-FLEET-00640 / 45713	9.5 M64, 12.5 M64, 9.5 L64 , 12.5 L64, 9.5 H64, 12.5 H64	\$58.61	\$58.81
American Asphalt 18-FLEET-00638 / 45712	9.5 M64 12.5 M64	\$61.94	\$62.17
R.E. Pierson 18-FLEET-00636 / 45714	9.5 M64 12.5 M64 9.5 L64 12.5 L64 9.5 H64 12.5 H64	\$61.83	\$62.07
Seashore Asphalt 18-FLEET-00635 / 45708	9.5 M64 12.5 M64 9.5 L64 12.5 L64 9.5 H64 12.5 H64	\$59.85	\$60.06

Attachment: STAVOLA ASPHALT QUOTES (2021-440 : Purchase of Asphalt Materials from Stavola Asphalt for Road Paving)

South State 18-FLEET-00641 / 45717	9.5 M64 12.5 M64 9.5 L64 12.5 L64 9.5 H64 12.5 H64	\$57.85	\$58.06
Stavola Asphalt 18-FLEET-00637 / 45715	9.5 M64 12.5 M64 9.5 L64 12.5 L64 9.5 H64 12.5 H64	\$74.77	\$75.09
Tilcon 18-FLEET-00634 / 45711	9.5 M64 12.5 M64	\$84.13	\$84.40
Trap Rock 18-FLEET-00639 / 45718	9.5 M64 12.5 M64	\$89.77	\$90.10

All other terms and conditions shall remain the same. Please file a copy of this Amendment with your Notice of Award for future reference.

Attachment: STAVOLA ASPHALT QUOTES (2021-440 : Purchase of Asphalt Materials from Stavola Asphalt for Road Paving)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-441

Resolution authorizing the purchase of software needed for Body Worn Cameras for the Police Department utilizing grant fund totaling \$15,290.00



RESOLUTION NO. 2021-441

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

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE NEEDED FOR POLICE BODY WORN CAMERAS

WHEREAS, the City has a need to purchase software for Police Body Worn Cameras;
and

WHEREAS, the City has obtained the attached quotes totaling \$15,290.00

- Wireless Communications & Electronics in the amount of \$15,290.00 off of NJ NASPO Panasonic Contract #89980

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$15,290.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-951-021-200. The maximum dollar value of the pending contract is as set forth in the resolution.

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 authorize the purchase of software needed for Police Body Worn Cameras in the amount of \$15,290.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2021-441 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

Proposal ==

Date: 9/23/2021
ASM Richard Goldberg
rgoldberg@wirelessce.com
Quotation # Q092321

ITEM	MODEL/DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Five Year ICV UDE Software License On-prem SKU # ARB-SOFUDEICV-OP5 MSRP \$ 750.00	22	\$ 695.00	\$ 15,290.00
	NJ State NASPO Contract # 89980			
	11% off Accessories / 0% Services			
	Special Pricing Provided			

EQUIPMENT TOTAL	\$	15,290.00
SHIPPING		\$0.00
TOTAL INVESTMENT		\$15,290.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-442

Resolution authorizing the emergency removal, delivery and installation of new media needed at the WWTP totaling \$294,593.00 utilizing various sewer capital funds.



RESOLUTION NO. 2021-442

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

RESOLUTION AUTHORIZING THE EMERGENCY REMOVAL, DELIVERY & INSTALLATION OF NEW MEDIA NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency removal, delivery and installation of new media needed at the Waste Water Treatment Plant; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the Sewer Department solicited the attached quotes from BR Welding Inc. totaling \$294,593.00; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to BR Welding Inc. in the amount of \$294,593.00 for the removal, delivery and installation of new media needed at the WWTP; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following Sewer Capital Accounts C-08-55-526-013-002, C-08-55-528-018-002, C-08-55-528-019-002, C-08-55-528-020-002 and C-08-55-529-019-001. The maximum dollar value of the pending contract is as set forth in the resolution; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes BR Welding Inc. for the emergency removal, delivery and installation of new media needed at the Waste Water Treatment Plant in the amount of \$294,593.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of DPW, Sewer Plant Manager and Purchasing Agent.

I, MELODY HARTSGROVE, 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. 2021-442 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



October 5, 2021

Mark Andras
T&M Associates
11 Tindall Rd
Middletown Township, NJ 07748

RE: ASBURY PARK - MEDIA REMOVAL AND DELIVERY

****QUOTATION****

We will provide the following services:

Disassembly and loading(Media)

- Disassemble (720) RBC Media 'wedge' packs from various existing RBCs at various sites (Cape May, Ocean City, Seven Mile & Wildwood)
- Load Media packs on trailer/truck.

Total Price for \$ 68,996
the above is:

Delivery(Media)

- Deliver (720) RBC Media Packs to 1700 Kingsley St, Asbury Park, NJ 07712
(Offloading not included)

Total Price for \$ 22,270
the above is:

3 Brook Rd
Howell, NJ 07731

P: 732.363.8253
F: 732.363.0155

CERTIFIED: SBE. AISC. AWS/ASME. CONFINED SPACE CERTIFIED.

CLASSIFIED: NJSDA. DPMC.

www.brwelding.com

Installation(Media)

- Install (720) salvaged RBC Media Packs @ Asbury Park Treatment Plant
- Price does not include any new hardware (if required)

Total Price for \$ 80,060
the above is:

Disassembly and loading(Frames)

- Disassemble (840) RBC 'A-Frames' from various existing RBCs at various sites (Cape May, Ocean City, Seven Mile & Wildwood)
- Load Frames on trailer/truck.

Total Price for \$ 46,976
the above is:

Delivery(Frames)

- Deliver (840) RBC 'A-Frames' to 1700 Kingsley St, Asbury Park, NJ 07712
(Offloading not included)

Total Price for \$ 17,203
the above is:

Installation(Frames)

- Install (840) salvaged RBC 'A-Frames' @ Asbury Park Treatment Plant
- Price does not include any new hardware (if required)

Total Price for \$ 17,616
the above is:

Frame Removal @ Asbury Park

- Remove (840) salvaged RBC 'A-Frames' @ Asbury Park Treatment Plant
- Price does not include any new hardware (if required)

Total Price for the above is: \$41,472

\$294,593.00

Thank you for giving us the opportunity to quote on this project. Should you have any questions or require any additional information please do not hesitate to call our office.

Sincerely,

John Habeib

John Habeib

BR WELDING, INC.

Clarification(s):

- Price(s) based on all items listed above. BR Welding Inc. reserves the right to revise our pricing if quantities are altered.
- Price(s) based on continuous work.
- Price(s) are based on work being performed during daylight hours, Monday to Friday, and do not include weekend, night or holiday work.
- Price(s) are based on Prevailing Wages.
- This Proposal is subject to acceptance by purchase order within 30 days from date listed above. If a purchase order is not received within 30 days from the above date, this proposal may be withdrawn or subject to pricing revisions.

Exclusion(s):

- Permits.
- Testing / Inspection.
- On site painting /touch up painting.
- Pressure washing/Cleaning.
- Debris Removal.
- Electrical work
- Storage
- Bid, Performance, supply or maintenance bonds.

Hardware

- Anchor Bolts or any other hardware by others.

TERMS.

NET 30 - Payment for all stored raw materials, based on steel supplier's invoice amounts.

NET 30 - Payment for stored processed materials.

PRICING. Quote is based on prevailing material prices and is subject to change up to point of purchase.

DELIVERY. Delivery Time will be per the contract requirements. Delivery not included.

SHOP DRAWINGS. Shop Drawings are not included. If shop drawings are required, they will be produced at an additional fee and ONLY electronic drawings will be provided.

BR Welding Inc. "Terms & Conditions of Sale" shall be included as part of any order resulting from this proposal. exceptions shall be as noted in the proposal.

These terms are completely independent from and in no way contingent upon when the contractor receives payment from the Owner or prime contractor.

BACK CHARGES. Back charges of any nature will not be accepted unless authorized in writing by a principal of the corporation.

DAMAGE TO CUSTOMER'S MATERIALS. BR Welding Inc. cannot be held responsible for any damage caused by third parties involved in the transportation, handling and processing of the materials.

PERMITS. Our proposal does not include the costs associated with securing special licenses, permits if required to process Customer's materials. Inspectors.

RETAINAGE. Retainage of Project amount shall not be applicable to BR Welding Inc.

Tracy Lizardi

From: Donna Vieiro
Sent: Tuesday, October 5, 2021 1:12 PM
To: Tracy Lizardi; JoAnn Boos
Cc: Robert Bianchini
Subject: FW: [EXTERNAL] RE: ASBURY PARK - MEDIA REMOVAL AND DELIVERY

Tracy,

As discussed, I am declaring the removal of existing media and the delivery and installation of new media at our Wastewater Treatment plant an emergency.

Thank you,
 Donna

Donna M. Vieiro
 City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5755
donna.vieiro@cityofasburypark.com

Visit, Follow, Sign-Up & Watch

www.cityofasburypark.com

FB [@CityofAsburyParkNJ](#) and [@inAsburyParkNJ](#)

Twitter [@inAsburyParkNJ](#) and [@APCmtvEvents](#)

Instagram [@CityofAsburyParkNJ](#)

www.NextDoor.com

www.Nixle.com

APTV Verizon Fios Ch. 30 & Optimum Ch. 77

Attachment: BR WELDING NEW MEDIA QUOTE (2021-442 : Authoring the Emergency Removal, Delivery & Installation of New Media at the



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-443

Resolution authorizing Change Order #1 for the RBC West Channel Improvements at the Wastewater Treatment Plant totaling \$0.00.



RESOLUTION NO. 2021-443

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR THE RBC WEST CHANNEL IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City Council of Asbury Park awarded a contract to BR Welding Inc. on December 22, 2020 for the RBC West Channel Improvements at the Wastewater Treatment Plant; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million six hundred thirty nine thousand and one hundred dollars (\$1,639,100.00) and

WHEREAS, the Change Order #1 for zero dollars and zero cents (\$0.00) is hereby submitted for approval; and

WHEREAS, the execution of Change Order Number 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-08-55-526-013-002 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Monmouth and State of New Jersey that this Change Order shall not exceed \$0.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the BR Welding Inc., City Engineer, City Manager, CFO and Director of Purchasing..

I, MELODY HARTSGROVE, 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. 2021-443 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00773

September 15, 2021
Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
WWTP – West Channel No. 1 RBC Replacement
BR Welding, Inc.
Change Order Number 1

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 1 for processing at the next City Council meeting. This Change Order is due to the necessity to replace the corroded angle iron support for the existing walkway grating at the effluent end of the channel. In the construction contract, a miscellaneous allowance was provided for unforeseen conditions. This allowance will be reduced to offset the proposed angle iron replacement resulting in a net zero dollar (\$0.00) change order and has no impact or increase to the overall project budget.

The adjusted contract price for this project remains \$1,639,100.00. The net change in contract for Change Order Number 1 is \$0.00

No time extension is requested at this time.

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

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:MDA:jdh

Enclosures

Cc: Rudy Corona, WWTP Managing Operator
Robert Bianchini, Director of Capital Projects and Facilities
Melody Hartsgrove, City Clerk (via email)
JoAnn Boos, CFO (via email)
Tracy Lizardi, Purchasing Agent
James Foster, Treasurer (via email)

G:\Projects\ASPK\00773\Correspondence\Vieiro_MDA-JDH_Change Order No 1.docx

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00773

CHANGE ORDER NO. 1

DATE: September 15, 2021

PROJECT: RBC West Channel No. 1 Improvements

OWNER: City of Ashbury Park

CONTRACTOR: BR Welding, Inc.

DESCRIPTION OF CHANGE:

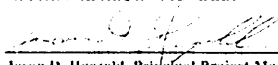
REDUCTIONS:

Item 7 - Reduce Miscellaneous Work Allowance to offset cost for Item S-1 - New Stainless Steel Grating Support Angle

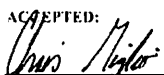
EXTRA:SUPPLEMENTARY:

S-1 - New Stainless Steel Grating Support Angle

APPROVAL RECOMMENDED:


Jason D. Harzold, Principal Project Manager

ACCEPTED:


CONTRACTOR:
BR Welding, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$4,442.03
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$4,442.03	XXXXXXXXXX
TOTALS THIS C.O.	\$4,442.03	\$4,442.03
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$4,442.03	\$4,442.03
NET CHANGE IN CONTRACT		\$0.00

ORIGINAL CONTRACT BID PRICE	\$1,639,100.00
CHANGE ORDERS TO DATE 0.00%	\$0.00
REVISED CONTRACT PRICE	\$1,639,100.00

Attachment: BR WELDING CHANGE ORDER 1 (2021-443 : Change Order #1 for the RBC West Channel Improvements at the WWTP)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00773

PROJECT: RBC West Channel No. 1 Improvements

OWNER: City of Ashbury Park

CONTRACTOR: BR Welding, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS	7 Miscellaneous Work Allowance bid item to cover the additional work for replacing an existing corroded aluminum grating support angle with a new stainless steel angle	0.59 LS	\$7,500.00	\$0.00
				\$4,442.03
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS \$4,442.03

EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-1	New Stainless Steel Support Angle - Install of a new S.S support angle to support the existing grating.	1.00 LS	\$4,442.03	\$0.00
					\$4,442.03

C. TOTAL SUPPLEMENTARY \$4,442.03

Attachment: BR WELDING CHANGE ORDER 1 (2021-443 : Change Order #1 for the RBC West Channel Improvements at the WWTP)



PCO-1 PROVIDE AND INSTALL SS SUPPORT FOR EXISTING CHANNEL GRATING (Revised)

PROJECT: RBC West Channel No. 1 Improvements - ASPK-00773

ITEM: Supply / Install SS Support for Existing Grating for West Channel No. 1 - Effluent End

DATE: 7/28/2021

QUANTITY: 1 LS

BREAKDOWN OF COSTS

A. LABOR -- DIRECT COSTS

Millwright Foreman	4 HR @	Hourly Rate \$108.10 =	\$432.39
Millwright Journeyman	4 HR @	\$94.08 =	\$376.34

TOTAL PART A. **\$808.73**

B. MATERIALS

31-ft. L 5-in. x 3-in. x 3/8-in. SS 316L	1 LS	\$2,892.96 =	\$2,892.96
	0 LS	\$0.00 =	\$0.00
	0 EA	\$0.00 =	\$0.00
	0 EA	\$0.00 =	\$0.00

TOTAL PART B. **\$2,892.96**

C. EQUIPMENT

0 Month	\$0.00 =	\$0.00
0 Month	\$0.00 =	\$0.00
0 Month	\$0.00 =	\$0.00

TOTAL PART C. **\$0.00**

D. SUBCONTRACTORS/ CONSULTANTS

SUBCONTRACTORS

1 LS @	\$0.00 =	\$0.00
1 EA @	\$0.00 =	\$0.00

TOTAL PART D. **\$0.00**

SUMMARY:

PART A.	\$808.73
PART B.	\$2,892.96
PART C.	\$0.00
PART D.	\$0.00

SUBTOTAL. **\$3,701.69**

MARK-UP

Sub-Total x 10% Overhead	\$3,701.69	X	10%	=	\$370.17
Sub-Total x 10% Profit	\$3,701.69	X	10%	=	\$370.17
Total Mark-up					\$740.34

	Journeyman	Foreman
Prevailing Wage Millwright (Monmouth)	\$82.85	\$95.19
Payroll Taxes (13.56% of wages)	<u>\$11.23</u>	<u>\$12.91</u>
Total	\$94.08	\$108.10

Sub-Total \$ 3,701.69
Mark-up \$ 740.34
Total Cost \$ 4,442.03


Penn Stainless Products

190 Kelly Road
PO Box 9001
Quakertown, PA 18951
Phone: (800)222-6144 Fax: (215)536-3255
www.pennstainless.com

SALES QUOTATION^{NI}

Pg 1 of 1

QF6135
CUSTOMER: 00001392

BR WELDING INC
3 BROOK ROAD
HOWELL, NJ 07731

Ph: (732) 363-8253 Fax: (732) 363-0155

SHIP TO:

BR WELDING INC
3 BROOK ROAD
HOWELL, NJ 07731

SPECIAL INSTRUCTIONS:

Requested: 07/28/21

Currency	Sales Person	Payment Terms	Contact
USD	JEAN HALDEMAN/GNK	NET 30 DAYS	COURTNEY

Ship Via	Shipping Terms	Date	Validity Date
20-LAKEWOOD	OUR TRUCK	07/27/21	07/28/21

Ln	Quantity	Product Description	Pricing Qty	Price	Value
000	2 PC	STNLS ANGLE SAN 316/316L 5" x 3" x .375" x 20'RANDOM OFFER STOCK LENGTHS * All PSP material is produced to ASTM Standards and only items out of ASTM tolerance will be returned. Please contact your salesperson if you need information on specific tolerances regarding size, flatness, thickness or camber. ----- All sales subject to Penn Stainless Products, Inc. terms and conditions found @ www.pennstainless.com PSP does not guarantee flatness on cut plate. ----- I acknowledge that all items listed above, including price, terms, delivery method and specs, are accurate. I authorize Penn Stainless Products to proceed with the processing of this order. * PO# : _____ * Signature: _____ ----- PRICE IN EFFECT AT TIME OF SHIPMENT. AS A RESULT OF ALL TRADE CASES: ALL MATERIAL IS SUBJECT TO PRIOR SALE AND REVIEW. THIS INCLUDES ALL TAXES AND TARIFFS INCURRED AS A RESULT OF THE ABOVE REFERENCED TRADE CASE. ----- Total Weight: 392 LB 07/27/21 16:41:27	392 LB	7.3800 LB	2,892.9
				Invent Value: Add't Cost: Non-tax Cost: Total Value:	2,892.9 2,892.9

Please see our terms and conditions at pennstainless.com. Quoted weights & lengths may differ from actual quantity shipped.
Quote totals may change. No guarantee on flatness.
Due to the current stainless environment, quote valid until end of business day

Attachment: BR WELDING CHANGE ORDER 1 (2021-443 : Change Order #1 for the RBC West Channel Improvements at the WWTP)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-444

Resolution authorizing the repairs of Influent Pump #3 at the Sewer Plant in the amount of \$27,720.00 utilizing capital funds.



RESOLUTION NO. 2021-444

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

**RESOLUTION AUTHORIZING THE REPAIRS OF INFLUENT PUMP #3 AT THE
SEWER PLANT**

WHEREAS, the City has a need to repair influent pump #3 at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$27,720.00 from the North Jersey Wastewater Cooperative Pricing System Contract #B279-4; and

WHEREAS, the City of Asbury Park is desirous of awarding these repairs to Municipal Maintenance Co. in the amount of \$27,720.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-08-55-528-020-002. The maximum dollar value of the pending contract is as set forth in the resolution.

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 authorize the repairs to influent pump #3 in the amount of \$27,270.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2021-444 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK

MUNICIPAL MAINTENANCE CO.

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:

Rudy Corona
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

Rudy.Corona@cityofasburypark.com

Quotation

DATE 9/16/2021
Quotation # 44544Q R1

Quotation valid until: 10/16/2021
Terms: Net 30 Days
Delivery option #1: 7 - 9 weeks
Delivery option #2: 12 - 14 weeks

Project Name: STP - Repair Influent Pump #3

Item	Qty	Description	Unit Price	Total Price
1.	1	Perform the following work: - Fabricate volute cover plate - Pull Fairbanks Morse vertical influent pump #3 - Transport to MMC shop for disassembly and inspection - Clean and sandblast parts as needed - Supply and install the following: - Impeller, wear ring, bearings, lip seals, O-rings, gaskets, miscellaneous hardware - Fabricate and machine new stainless steel shaft sleeve - Machine and sleeve lower bearing housing - Machine gasket area on seal housing - Rebuild mechanical seal - Repair impeller and seal housing with Belzona coating - Dynamically balance rotating assembly - Assemble - Paint - Install	\$ 27,720.00	\$ 27,720.00
2.	1	Perform the following work: - Remove Fairbanks Morse vertical influent pump #3 - Supply and install new Fairbanks rotating assembly - Reuse existing volute and motor - Perform startup and test run	\$ 32,910.00	\$ 32,910.00

yes

NO

Comments:

- This quotation does not include any taxes if applicable
- This quotation does not include any repairs not listed above. Estimate is based on repairs to pump #1 plus a new impeller.
- North Jersey Wastewater Cooperative Pricing System Co-Op Contract # B279-4

If you have any questions concerning this quotation, please contact:

Christopher Hellings

Chris Hellings

Project Engineer
chellings@mmc-nj.com

MMC approval DG

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:





Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-445

Additional Vendor for the Deferred Compensation Plan for the employees of the City of Asbury Park



RESOLUTION NO. 2021-445

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

RESOLUTION ADOPTING MISSION SQUARE RETIREMENT AS AN ADDITIONAL VENDOR FOR THE CITY OF ASBURY PARK DEFERRED COMPENSATION PLAN

WHEREAS, in order to attract and retain qualified employees, there is the need to add an additional investment option to the DEFERRED COMPENSATION PLAN for employees of the City of Asbury Park (the employer), which will provide employees the opportunity to enhance their financial security through savings of compensation on a tax-deferred basis as provided by Section 457 of the Federal Revenue code; and

WHEREAS, there is no cost to the local governmental unit to adopt and implement an additional vendor for the existing Deferred Compensation Plan; and

WHEREAS, the Employer has chosen Mission Square Retirement, as an additional vendor for DEFERRED COMPENSATION PLAN; and

WHEREAS, it was determined the Mission Square has the ability to: (1) maintain complete records of accounts; (2) manage accounts with absolute fidelity; (3) provide advice concerning various categories of investments; and (4) provide continuing consultation to participants.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and city council of the City of Asbury Park, County of Monmouth, Sate of New Jersey that

- a. The City Manager is authorized to execute the Service Agreement with Mission Square Retirement for the provision of administrative and investment services. There has been no collusion, or evidence or appearance of collusion between any local official and a representative of Mission Square Retirement in selection of Mission Square for the administration of the Service Agreement pursuant to N.J.A.C. Section 5:37-5.7.
- b. The Human Resource Officer is hereby designated as Local Plan Administrator of the DEFERRED COMPENSATION PLAN.

I, MELODY HARTSGROVE, 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. 2021-445 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Asbury Park

Type: **457**

Account #: **305161**

MissionSquare
RETIREMENT

Attachment: Mission Square Retirement Agreement (2021-445 : Resolution Adopting Mission Square As an Additional Vendor for the City of

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) **10/14/2021**, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Asbury Park** ("Employer"), an **Entity** organized and existing under the laws of the State of **New Jersey** with an office at **1 Municipal Plaza, Asbury Park, New Jersey 07712**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

Plan number 305161

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has

Plan number 305161

read the information therein concerning the VT Retirement IncomeAdvantage Fund.

- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to

Plan number 305161

VantageTrust. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

Plan number 305161

The compensation and payment set forth in this Section **7** are contingent upon the Employer's use of MissionSquare's plan sponsor website system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **New Jersey**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan number 305161

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF ASBURY PARK

By Donna M Vieiro 9/21/2021
Signature/Date

By Donna M Vieiro City Manager
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By 
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

Plan number 305161

- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-446

Community Development Block Grant (CDBG) funds for such purchase in the amount not to exceed
\$ 7,477.00



RESOLUTION NO. 2021-446

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

RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT MATERIALS FROM STAVOLA ASPHALT COMPANY FOR PAVING OF VARIOUS ROADWAYS WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)

WHEREAS, the City of Asbury Park will purchase asphalt from Stavola for paving along the curb lines between Second and Langford Avenues; and

WHEREAS, the existing asphalt surrounding the perimeter of the streets are damaged and will be repaired; and

WHEREAS, the City of Asbury Park will use Community Development Block Grant (CDBG) funds for such purchase in the amount not to exceed \$ 7,477; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-78-850-850-005 of the official budget to which the purchase will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park (the "City") in the County of Monmouth, State of New Jersey authorize the purchase of asphalt for paving along the curb lines between Second and Langford Avenues; and

I, MELODY HARTSGROVE, 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. 2021-446 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Material Sales Quote

Phone: 732.542.2328
 Fax: 732.542.0193
 www.stavola.com

Customer		Quote	
1810	CITY OF ASBURY PARK ROBERT BIANCHINI 1 MUNICIPAL PLAZA ASBURY PARK NJ 07712 Fax: 732-775-0441	Quote Date: 9/28/2021 Expiration Date: 12/31/2021 Asphalt Index: 9/28/2021 (509.00) Fuel Index: 9/28/2021 (3.26)	Quote: 33356 Terms: N30

Quote Description: ASBURY PARK, 2ND & LONGFORD STREET

Notes

ASPHALT PRICE BASED ON THE NEW JERSEY STATEWIDE HMA CONTRACT # T0155 - #18-DPP00252 AND TO BE PICKED UP BY MONMOUTH COUNTY TRUCKS.

Location	Material	Description	UM	Quote Units	Unit Price
TFA	0252	HMA 9.5M64/ I-5	TON	100.00	\$74.77

Bound Brook Asphalt * Tinton Falls Asphalt * Old Bridge Asphalt * Hillsborough Asphalt * Flemington Asphalt * Brick Asphalt * Millstone Asphalt
 Bound Brook Quarry * Oldwick Quarry * Beaver Run Quarry

Terms and Conditions

Thank you for the opportunity to quote your project. The Quote Expiration Date is listed above. Prices contained in this quote will be effective through the Pricing Expire Date upon receipt of this quote signed by both parties. Asphalt will be adjusted for both AC & fuel indices. Both indices are noted on the top of this quote. The AC Index Adjustment will be calculated based on the beginning index and the index at the time of shipping. The difference between the two numbers will be multiplied by the AC content in the mix design and the unit price will be adjusted accordingly. The Fuel Index Adjustment will be calculated based on the beginning index & the index at the time of shipping. The difference will be multiplied by 2.5 gallons and the unit price will be adjusted accordingly. All stone haul rates are subject to fuel surcharges based on a starting index of \$2.50/gallon and will be adjusted 5% for each 50 cents fluctuation based on the published NJ Fuel Price Index. Any product or price discrepancy must be filed within ten business days of the invoice date. All material prices and haul rates are subject to a minimum annual increase of 5% per year. Asphalt plant operating hours are 7:00 AM to 3:30 PM, Monday thru Friday weather permitting. There will be a premium charge assessed if we are required to extend our hours beyond regular operating hours. Any bonuses pertaining to material performance will be credited to the account of the Stavola Asphalt Company. Material subject to availability.

All tax exempt certificates must be submitted prior to ordering material

This quote is not valid until it is signed & returned. Quotes should be faxed to 732.542.0193

Per ton haul rates are based on full loads delivered

Accepted By _____
 Date _____

Accepted By _____
 Tony Monsalud



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-447

Eligible Businesses will receive a \$2,500 grant through CDBG/CV funds.

**RESOLUTION NO. 2021-447**

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

**RESOLUTION AUTHORIZING PAYMENT TO AN ASBURY PARK SMALL
BUSINESS THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/CV
CARES ACT FUNDS)**

**RESOLUTION AUTHORIZING PAYMENT TO ASBURY PARK SMALL BUSINESSES
THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/CV
CARES ACT FUNDS**

WHEREAS, the City of Asbury Park received \$535,800 in supplemental CDBG-CV funding to Support the Coronavirus Response; and

WHEREAS, the CDBG-CV funding is in response to the COVID-19 Pandemic; and

WHEREAS, the City has allocated \$58, 869 towards the Small Business Grant Program for eligible businesses; and

WHEREAS, the following eligible business will receive a \$2,500 grant, through CDBG/CV funds:

- Merchwerks LLC 21 Main Street

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-79-850-850-004 of the official budget to which the grants will be officially charged; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the total payment of \$2,500, for the above Small Business.

I, MELODY HARTSGROVE, 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. 2021-447 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

**RESOLUTION AUTHORIZING PAYMENT TO ASBURY PARK SMALL BUSINESSES
THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/CV
CARES ACT FUNDS**

WHEREAS, the City of Asbury Park received \$535,800 in supplemental CDBG-CV funding to Support the Coronavirus Response; and

WHEREAS, the CDBG-CV funding is in response to the COVID-19 Pandemic; and

WHEREAS, the City has allocated \$58, 869 towards the Small Business Grant Program for eligible businesses; and

WHEREAS, the following eligible business will receive a \$2,500 grant, through CDBG/CV funds:

- Merchwerks LLC 21 Main Street

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-79-850-850-004 of the official budget to which the grants will be officially charged; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the total payment of \$2,500, for the above Small Business.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-448



RESOLUTION NO. 2021-448

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

**RESOLUTION APPROVING A PERSON TO PERSON LIQUOR LICENSE
TRANSFER OF PLENARY RETAIL LICENSE NUMBER 1303-33-053 FROM ENIGMA
RESTAURANT, LLC TO ICONIC SAINT LAURENT AP DRINK LLC**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail License Number 1303-33-053-010, heretofore issued to Enigma Restaurant, LLC for premises at 408 Seventh Avenue in the City of Asbury Park, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective October 13, 2021, the transfer of the aforesaid Retail License to Iconic Saint Laurent AP Drink LLC, "This license, subject to all its terms and conditions, is hereby transferred to Iconic Saint Laurent AP Drink LLC, effective October 13, 2021."

I, MELODY HARTSGROVE, 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. 2021-448 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-449

To sell City owned land at open public sale at 45 Borden Avenue as both adjacent property owners have expressed interest in buying the parcel. Minimum bid is \$31,600.



RESOLUTION NO. 2021-449

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

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE SALE OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 45 BORDEN AVENUE (BLOCK 903, LOT 9) BY OPEN PUBLIC SALE TO THE HIGHEST BIDDER THROUGH THE SEALED BID PROCESS.

WHEREAS, the City of Asbury Park (the “City”) is the owner of certain real property located at 45 Borden Avenue, more commonly known and designated as Block 903, Lot 9 on the Official Tax Map of the City (hereinafter, the “property”); and

WHEREAS, the property constitutes a small vacant lot, measuring approximately 25’ x 150’, which is located in the STARS Redevelopment Area; and

WHEREAS, the property is not needed for any public use of the City; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to sell the property in order to generate revenue, reduce taxes and liabilities; and

WHEREAS, the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq., authorizes the sale by municipalities of any real property, capital improvement or personal property, or interests therein, not otherwise needed for public use, through a sale in the manner provided by law [N.J.S.A. 40A:12-13]; and

WHEREAS, the Mayor and Council have determined to offer the property for sale through an open public bidding process to the highest bidder, through the submission of sealed bids, in accordance with N.J.S.A. 40A:12-13(a); and

WHEREAS, the sale shall be subject to all of the terms, conditions and restrictions as set forth herein, along with any additional requirements as may be set forth in the newspaper advertisements that are published regarding this matter pursuant to N.J.S.A. 40A:12-13(a).

NOW, THEREFORE, BE IT 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 property located at 45 Borden Avenue (Block 903, Lot 9) shall be offered for sale at a public auction to the highest bidder, pursuant to N.J.S.A.

40A:12-13(a), through the sealed bid process, subject to the terms, conditions and restrictions contained herein, and those set forth in the newspaper advertisements that are published regarding this matter pursuant to N.J.S.A. 40A:12-13(a). Such sale shall be subject to acceptance of such bid by Resolution of the Asbury Park City Council. The public auction (through the sealed bid process) shall be advertised in a newspaper circulating in the municipality by two (2) insertions at least once per week during two (2) consecutive weeks, the last publication to be not earlier than seven (7) days prior to the date set for receipt of bids. The Mayor and Council reserve the right to reject all bids in their sole discretion where the highest bid is not accepted.

2. That the proposed property sale shall be subject to the following terms, conditions and restrictions:
 - a. There shall be a minimum bid price in the amount of Thirty One Thousand Six Hundred Dollars (\$31,600.00).
 - b. The property shall be sold subject to the deed restriction that it may not be developed independently, and may only be consolidated and joined with an adjacent parcel of property.
 - c. The City makes no representations of any kind as to the condition of the property, and said property is being sold in its present condition "as is." Additionally, the City makes no representations as to the presence or absence of wetlands or any other environmental conditions on the property.
 - d. Provided the City Council accepts the highest bid for sale of the property, the City will execute a Bargain and Sale Deed, and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription, if any, and without representations as to character of title of the property to be conveyed.
 - e. The purchaser, at its sole expense, shall have the right to conduct environmental and other inspections of the property with results satisfactory to the purchaser and/or its lender, but must complete such inspections within thirty (30) days of bid acceptance.
 - f. The purchaser shall obtain a survey and metes and bounds description of the property, which survey and description shall be funded at the purchaser's sole cost and expense, in a form and substance satisfactory to the City. Said survey and metes and bounds description shall be certified to the City.
 - g. The sale shall be made subject to such state of facts as an accurate survey may disclose, including any easements, conditions, covenants and

restrictions and any other encumbrances of title.

- h. The sale shall be made subject to all laws and ordinances of the State of New Jersey and the City of Asbury Park.
- i. Should the title to the property prove to be unmarketable for any reason, the liability of the City shall be limited to the repayment to the purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expenses, damages or claims. Notice of any alleged defect in title or claim must be served upon the City Clerk, by the purchaser, in writing no later than thirty (30) days after the sale is approved by the Mayor and Council. Failure upon the part of the purchaser to provide written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition.
- j. The purchase price shall be paid as follows:
 - (i) An amount equivalent to ten percent (10%) of the bid price shall be submitted, in the form of a check or money order, at the time that the sealed bid is submitted; and
 - (ii) The balance of the purchase price shall be paid by the purchaser at or before the time of closing.
- k. The purchaser shall be responsible for the City's legal fees (including the cost associated with preparation of legal documents, etc.) relating to the sale. Such costs shall be paid at or prior to the time of closing.
- l. In the event the purchaser fails to close title, the purchaser shall forfeit to the City of Asbury Park any and all money deposited with the City.
- m. The title shall close within sixty (60) days of the City's acceptance of the bid, and that date shall be considered time of the essence.
- n. Acceptance by the City Council of the highest bid shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms, conditions and restrictions related to the sale herein contained.
- o. The successful bidder shall not be permitted to withdraw its bid without approval of the City Council.
- p. The successful bidder shall bear the cost of the recording of the deed.
- q. The successful bidder, prior to closing of title, will not be permitted to

assign his or her bid, nor any right, title or interest in the property, without the prior approval of the City Council, which may be withheld at the City's sole discretion.

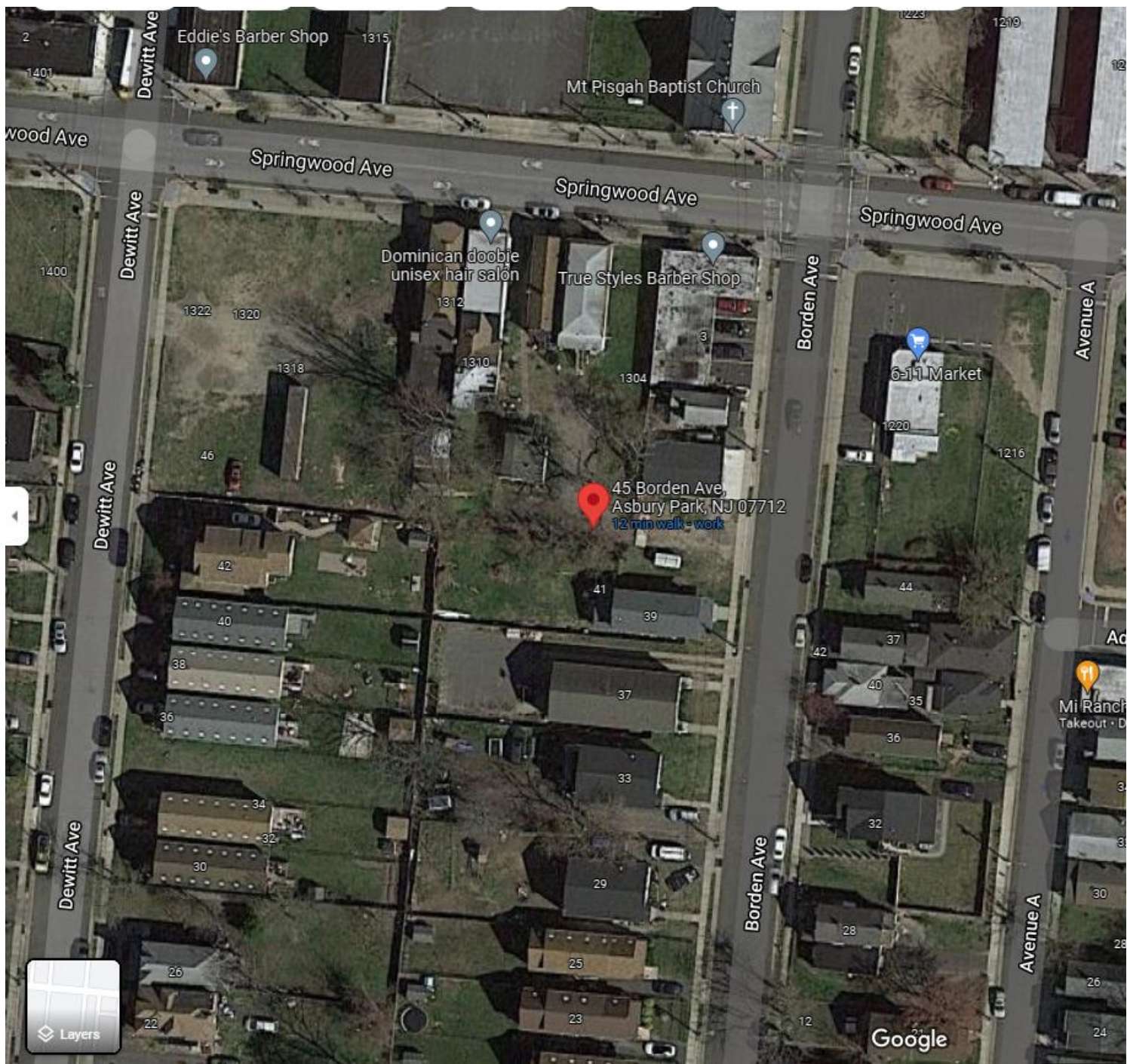
- r. It is conclusively presumed that any bidder submitting a bid has, prior to making his or her bid, performed the following:
 - (i) Checked the exact location, including the correct street address and lot size of the property on the Official Tax Map of the City, which is available at the Assessor's office;
 - (ii) Checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the City's Zoning Office); and
 - (iii) Made a personal inspection of the property prior to submitting its bid.
 - s. A failure by the purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the City, as a material breach of the conditions of sale, whereupon the City may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchaser, by way of deposit or otherwise, may be retained by the City as its liquidated damages, and it may thereafter resale the property and/or pursue such other and further legal and/or equitable remedies as it may deem necessary, and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the City by reason of any such default.
 - t. All sales are subject to final approval by the Mayor and City Council.
3. That all relevant City officials are hereby authorized to perform all actions necessary in furtherance of the intentions of this Resolution.
4. That a certified copy of the within Resolution shall be provided to each of the following:
- a. Donna M. Vieiro, City Manager;
 - b. Michele Alonso, PP/AICP, Director of Planning and Redevelopment;
 - c. Michael Delre, Tax Assessor; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, 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. 2021-449 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Attachment: 45 Borden Avenue map (2021-449 : 45 Borden Avenue auction)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-450

Cancel ordinances no longer being utilized.



RESOLUTION NO. 2021-450

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

RESOLUTION CANCELLING BALANCES OF GENERAL CAPITAL AND BEACH CAPITAL IMPROVEMENT AUTHORIZATIONS

Whereas, certain General Capital and Beach Improvement Authorization balance remain dedicated to projects that have been completed or substantially completed; and

Whereas, it is necessary to cancel said project balances up to the amounts listed below.

Now, Therefore, Be It Resolved by the Governing Body of the City of Asbury Park that the following unexpended balances be cancelled up to the amounts listed below;

General Capital

Ord. No.	Description	Deferred Charges Unfunded	Fund Balance
3039	Boardwalk Reconstruction (Sandy)	\$1,060,471.00	\$
2015-39	Roadway and Sewer Improvements	5.00	5,771.15
2016-17	Various Roadway Improvements	82,778.19	
2016-28	4 th Avenue Improvements	145,314.33	269,689.77

Beach Capital

		Fixed Capital Authorized But Not Completed
2019-15	Beach Improvements to North End	\$18,980,598.50

I, MELODY HARTSGROVE, 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. 2021-450 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 14th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 13, 2021
RESOLUTION SUMMARY

2021-451

Resolution authorizing the purchase of natural gas and electricity supply services for public use on an online auction website held on October 13, 2021. Main load electricity is for traffic lights/signals and buildings, lighting load is street lights.

**RESOLUTION NO. 2021-451**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRICITY AND NATURAL
GAS SUPPLY SERVICE FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

WHEREAS, the City of Asbury Park has determined to move forward with the EMEX Reverse Auction in order to procure natural gas and electricity for the City owned property and street lights; and

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the “Act”) authorizes the purchase of natural gas and electricity supply service for public use through the use of an online auction service; and

WHEREAS, the City of Asbury Park utilized the online auction services of EMEX, LLC, a division of Mantis Innovation, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

WHEREAS, EMEX, LLC, a division of Mantis Innovation, is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, an auction has been conducted pursuant to the Act on October 13, 2021 for main load electricity; and

WHEREAS, the City received a low bid from Freepoint Energy with a rate of \$0.08965 per kWh; and

WHEREAS, the contract lengths shall be for two years commencing on May 2022 to May 2024; and

WHEREAS, an auction has been conducted pursuant to the Act on October 13, 2021 for lighting load electricity; and

WHEREAS, the City received a low bid from MP2 with a rate of \$0.05950 per kWh; and

WHEREAS, the contract lengths shall be for four years commencing on May 2022 to May 2026; and

WHEREAS, the auction has been conducted pursuant to the Act on October 13, 2021 for natural gas; and

WHEREAS, the City received a low bid from Infinite Energy with a rate of \$0.057250 per therm; and

WHEREAS, the contract lengths shall be for three years commencing on May 2022 to May 2025; and

WHEREAS, the City Manager is hereby authorized to sign any and all paperwork associated with the energy auction.

WHEREAS, the contract shall be publicly available for inspection upon all signatures being obtained.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorized to the execution of a contract for electricity proffered by Freepoint Energy, MP2 and natural gas proffered by Infinite Energy in the EMEX Reverse Auction.

I, MELODY HARTSGROVE, 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. 2021-451 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

CERTIFIED BY ME THIS 13th DAY OF October, 2021.

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-35**

AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1113 FIRST AVENUE, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space in front of property located at 1113 First Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 25 feet east of the center point of the driveway located at 1115 First Avenue and extending 20 feet on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, 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. There is hereby established an additional restricted parking space in front of the property located at 1113 First Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 25 feet east of the center point of the driveway located at 1115 First Avenue and extending 20 feet on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
First Ave.	East	1113 First Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 25 feet east of the center point of the driveway located at 1115 First Avenue and extending 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, MELODY HARTSGROVE, 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 ORDINANCE NO. 2021-35 which was finally adopted by the City Council at a meeting held on the 13th day of October, 2021

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, October 13, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-422 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

CONTRACT NEGOTIATIONS

1. 705 Second Avenue-Redeveloper Agreement
2. 1201 Memorial Drive-Redeveloper Agreement
3. Potential Sale of Certain Real Property Located at 45 Borden Avenue & 1219 Springwood Avenue
4. Superior Officers Association Local 6 (SOA) Union Contract

LITIGATION

1. NJIFF Litigation Update by Eric Nemeth, Esquire

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

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	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:10 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented special events applications to the Mayor and Council.

ITEMS TO BE PRESENTED:

1. 2020 Audit Report-David Gannon, PKF O'Connor Davies, Registered Municipal Accountant
A presentation of the 2020 Audit was conducted by David Gannon, of PKF O'Connor Davies, LLP.

Matters from City Council

Council member Chapman stated, thanks to everyone who organized and participated in the Fall Funfest. It was a huge success in Sunset Park. Thanks to everyone who helped out. I also want to acknowledge the Asbury Park Dinner Table for providing the food for that as well. I want to shout to Aiden and Louis Ardine. These two guys walked across the country, they started here in Asbury Park five months ago to raise awareness and funds for food workers who were impacted by the pandemic. They walked 3,200 miles, they just ended up in San Francisco. They raised \$70,000 and they're flying back to Asbury Park today so I just wanted to shout out to them and acknowledge their hard work. There's been some construction going on on Memorial Drive and on Sunset, I want people to know that these are manufactured tree boxes going in and they're going to help to filter storm water before that storm water enters our lakes. So these are good things that are going on.

Council member Clayton stated, the Asbury Park Police Department and Monmouth Ocean Police athletic league is sponsoring an Asbury Park youth basketball clinic. It begins October 23rd through November 27th. You can register Saturday, October 16th and the game will take place at the Salvation Army in Asbury Park. We are looking forward to our youth being able to participate. There is a registration fee that will be waived if necessary.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I'd like to add a little bit to what Eileen said as far as the Deal Lake Commission. Tomorrow around 10:30AM on Memorial Drive between Fifth and Sunset they will be putting one of these into the road and the high school engineering class will be there to observe it. So if anyone wants to come and see how this is being done it's tomorrow at 10:30AM.

Matters from City Manager
City Manager, Donna Viero had no matters at this time.

Matters from City Attorney
City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion to open the meeting to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke:
Louise Murray asked questions on resolution 2021-431, 2021-437, 2021-438, 2021-439; Sylvia Sylvia : made a comment about Asbury Fest, Leesha Floyd, Michael Manzella and the scooters; Rita Marano asked questions about a 50 million dollar bond, and the Senior Center; and Linda Leahey made a comment about a Snow Shovel volunteer sign up program, scooters and bicycles in the middle of the road, and speed bumps needed on 5th Avenue. A Motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Clayton. All in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Municipal Council-Executive Meeting Sep. 22, 2021 4:00 PM
2. Municipal Council -Executive Meeting Sep.28, 2021 4:30 PM
3. Municipal Council - Regular Meeting - Sep 28, 2021 4:30 PM
4. Municipal Council - Regular Meeting - Sep 22, 2021 6:00 PM

RESOLUTIONS TO BE WITHDRAWN

1. 2021-411 Resolution Authorizing Additional Engineering & Architectural Services to T&M Associates for the Beach Headquarters Building Modifications

2. 2021- 417 Resolution Awarding a Contract for the Design of the Central Business District Parking Structure

1. 2021-411 Resolution Authorizing Additional Engineering & Architectural Services to T&M Associates for the Beach Headquarters Building Modifications

RESULT:	WITHDRAWN
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2. 2021- 417 Resolution Awarding a Contract for the Design of the Central Business District Parking Structure

RESULT:	WITHDRAWN
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CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-423 Resolution Approving Special Event Applications

2021-424 Resolution to Credit Sewer Account 916 Mattison Avenue (Block 607 Lot 7)

2021-425 Resolution Cancelling 2021 Taxes Due to 100% Veteran Exemption Located at 905 Summerfield Avenue, Block 506 Lot 10.

2021-426 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2021 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant

INDIVIDUAL RESOLUTIONS

2021-427 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2021-428 Resolution Accepting the 2020 Municipal Audit

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-429 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2020 Report of Audit

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-430 Resolution Authorizing an Annual Service Agreement with Power DMS for the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-431 Resolution Authorizing an Agreement with Passport for a Permit Parking Portal and License Plate Reader Parking Enforcement Systems

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-432 Resolution Awarding a Contract to A-Tech Concrete for the Boardwalk Decking Removal and Replacement Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-433 Resolution Awarding a Contract to Monmouth County for Milling and Paving of Various Roads

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-434 Resolution Authorizing A Two-Year Extension of The Contract with Summertime Surf LLC, Regarding the Operation of a Seasonal Concession Involving Surf Lessons.

RESULT:	ADOPTED [4 TO 1]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2021-435 Resolution Authorizing A Two-Year Extension of The Contract with Sunshine Productions, LLC, T/A Asbury Park Pedal Boats, Regarding the Use of a Designated Area of The Wesley Lake, In the City of Asbury Park, New Jersey, For the Operation of a Recreational Pedal Boat Concession

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-436 Resolution Authorizing A Two-Year Extension of The Contract with Pimco, LLC, Regarding the Operation Of A Seasonal Concession to Provide for The Rental Of Umbrellas and Beach Chairs on The Public Beaches of the City of Asbury Park, New Jersey

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-437 Authorizing a Professional Services Contract to T&M Associates for the New Fire Department Headquarters

RESULT:	ADOPTED [4 TO 1]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Yvonne Clayton

2021-438 Resolution Authorizing the Purchase of Printers for the Parking Pay Stations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-439 Resolution Authorizing the Purchase of Electrical Supplies Needed for the South Boardwalk Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-440 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Asphalt Company for the Paving of Various Roadways

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-441 Resolution Authorizing the Purchase of Software Needed for Police Body Worn Cameras

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-442 Resolution Authorizing the Emergency Removal, Delivery & Installation of New Media Needed at the Waste Water Treatment Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-443 Resolution Approving Change Order #1 for the RBC West Channel Improvements at the Wastewater Treatment Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-444 Resolution Authorizing the Repairs of Influent Pump #3 at the Sewer Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-445 Resolution Adopting Mission Square Retirement As an Additional Vendor for the City of Asbury Park Deferred Compensation Plan

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-446 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Asphalt Company for Paving of Various Roadways with Community Development Block Grant Funds (CDBG)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Yvonne Clayton

2021-447 Resolution Authorizing Payment to an Asbury Park Small Business through Community Development Block Grant (CDBG/CV CARES ACT FUNDS)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-448 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-053 From Enigma Restaurant, LLC to Iconic Saint Laurent AP Drink LLC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-449 Resolution of The City Of Asbury Park Authorizing The Sale Of Certain City-Owned Property Located at 45 Borden Avenue (Block 903, Lot 9) By Open Public Sale To The Highest Bidder Through The Sealed Bid Process.

RESULT:	WITHDRAWN
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2021-450 Resolution Cancelling Balances of General Capital and Beach Capital Improvement Authorizations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-451 Resolution Authorizing the Purchase of Electricity and Natural Gas Supply Service for Public Use on an Online Auction Website

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Second Reading/Public Hearing

2021-35 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1113 First Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

A Motion to open the public hearing on Ordinance 2021-35 to the public was made by Council Person Kendle and seconded by Mayor Moor. All in favor. No members of the public spoke:

A Motion to close the public hearing was made by Mayor Moor and seconded by Council Person Chapman All in favor. The Public Hearing is now closed on Ordinance 2021-35.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:00 PM

A motion to adjourn was made by Council Member Chapman and seconded by Council Member Clayton. All in favor. Meeting is now adjourned.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk