



Agenda
Meeting of the Municipal Council
Wednesday, October 23, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by:
- D. Review of Agenda Items for October 23 rd, Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, October 23, 2019
REGULAR MEETING 7:00 PM

I. Executive Session - 3:30 p.m.

2019-333 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial

B. Litigation

1. Affordable Housing Plan

C. Personnel

1. Fiscal Year 2020 Staffing Needs

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

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. 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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Session Minutes of October 9, 2019 4:00 PM
- Municipal Council - Regular Meeting - Oct 3, 2019 6:00 PM

- Municipal Council - Work Session - Oct 9, 2019 6:00 PM
- Municipal Council - Regular Meeting - Oct 9, 2019 7:00 PM

G. 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.

2019-334 Resolution Approving Special Event Applications

H. Individual Resolutions

2019-335 Resolution Approving Payment of Bills

2019-336 Appointment to the Business Advisory Committee

2019-337 Resolution Approving an Appointment to The City of Asbury Park Green Team

2019-338 Authorizing a Professional Services Contract to Action Title Research

2019-339 Authorizing Appointments to the Public Art Commission

2019-340 Resolution Authorizing and Approving the Submittal of a Grant Application and Execute A Grant Contract with The New Jersey Department of Transportation for The Bond Street Improvements Project.

I. Ordinances

1. Introduction

2019-45 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

2. Second Reading/Public Hearing

2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking utility improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

2019-43 A Capital Ordinance Appropriating the Sum of \$30,000 for Computers and Related Equipment for the Police Department

2019-44 An Ordinance of The City of Asbury Park, County of Monmouth, New Jersey, Approving A Long-Term Tax Exemption Pursuant to N.J.S.A.

40a:20-1 Et Seq., and Authorizing the Mayor and City Clerk to Execute a Financial Agreement by and Between the City of Asbury Park And 545 Lake Avenue Urban Renewal LLC For Property Located on Block 3105 (Formerly Block 117) Lot 4.02 As Shown on The Official Tax Map of The City of Asbury Park and Located in The Central Business District Redevelopment Area.

J. Adjournment

**RESOLUTION NO. 2019-333****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 23, 2019 at 7:00 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. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.

B. Litigation:

1. Affordable Housing Plan

C. Personnel:

1. Fiscal Year 2020 Staffing Needs.

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
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Thursday, October 3, 2019
REGULAR MEETING

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	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

PUBLIC PARTICIPATION

Motion to open the meeting to the public was made by Councilmember Kendle and seconded by Council Member Chapman. All in favor. The following members of the public spoke: Pam Lamberton, Maureen Nevin and Ernest Mignoli. A motion to close the meeting to the public was made by Deputy Mayor Quinn and seconded by Council Member Clayton. All in favor. The City Manager reviewed the four (4) revisions in the Ordinance. A ten minute recess will be taken to allow the public to review the Ordinance.

INDIVIDUAL RESOLUTIONS

2019-318 Resolution of The City of Asbury Park, New Jersey Amending the Infrastructure Component Report for The Waterfront Redevelopment Area

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

2019-319 Resolution of The City of Asbury Park, New Jersey, Adopting A Second Amendment to the Amended and Restated Redeveloper and Land Disposition Agreement by and Between the City of Asbury Park and Asbury Partners, LLC

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

ORDINANCES

Second Reading/Public Hearing

2. Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan

A motion to amend 2019-38 was made by Mayor Moor and seconded by Council Member Kendle. All in favor to Amend. A motion by to re open the public hearing on 2019-38 as amended was made by Council Member Chapman and seconded by Council Member Kendle. All in favor. The following members of the public spoke: Pam Lamberton, Kathleen Momont, Alexis Taylor. A motion to close the public hearing on 2019-38 was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:00 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Oct 3, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, October 9, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Proclamation

1. Proclaiming October 10th, 2019, Put the Brakes on Fatalities Day
The Mayor and City Council proclaimed October 10th, as putting the brakes on fatalities day.
The Mayor and Council presented a proclamation
2. Proclaiming November 6th, 2019, Social Justice Day
The Mayor and City Council Proclaimed November 6th, 2019 as Social Justice Day. A
Proclamation was presented.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco, stated that there are no matters at this time.

Special Event Applications

Leesha Flyod reviewed special events application with Mayor & Council.

Items to be presented by: Michele Alonso, Director of Planning & Redevelopment

1. Presentation by AP Triangle, LLC for proposed townhouse development to be located at Cookman, Heck and Asbury Avenues, Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4

AP Triangle an affiliate of iStar presented a brief overview of a project located at Block 3203 Lots 1-5 and 15-19 and Block 3206 Lots 1-4

Review of Agenda Items for October 9th, Regular Meeting

City Manager Capabianco reviewed the agenda of the regular meeting with Mayor and Council.

Matters from City Council

Council Member Chapman stated that on Wednesday October 16th at the Senior Center a City Committee information session is being held at 7pm. Asbury Underground will return on October 19th with over 150 Artists. Wesley Lake Clean up will be on October 19th from 9:00 am till noon. Council Member Clayton stated a cease fire prayer vigil will be held tomorrow evening in Spring Wood Park at dusk. Pride in the Park is on Saturday October 12th from 11:00 am till 3:00 pm. Council Member Kendle stated that the annual Trunk or treat will be held on October 31st from 4:30-6:00 pm in City Hall parking lot. Deputy Mayor Quinn stated a reminder that the City has issued a ban on single use plastic bags and that will be in effect on January 1, 2020. The City has a photo contest going on please submit your recent photos of your best shot of Asbury Park. A Human Rights Council survey was mailed to every resident in the city Please mail back or submit your responses on line. An equality walk is being held in Kennedy Park on Saturday and it begins at 4:00 pm. Mayor Moor stated that the Mayor Wellness Committee is hosting a Harvest Health Fair at the Asbury Park Senior Center on October 16th from 11:00-3:00 pm. The Mayor announce a change in the meeting dates for November 20th the meeting will now be held on November 26th.

Matters from City Manager

1. Best Practices Inventory

City Manger Capabianco reviewed the Best Practices Inventory of The City of Asbury park with the Mayor and Council.

Matters from City Attorney

City Attorney Raffetto, sated he had no at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Oct 9, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, October 9, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-320 Resolution Authorizing a meeting which excludes the public

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

CONTRACT NEGOTIATIONS

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial
2. Proposed Amendments to the CBD Redevelopment Plan Requested by Sackamn Enterprises.
3. Amendment to Main Street Redevelopment Plan to Permit Billiard Parlor.

PERSONNEL

1. Fiscal Year 2020 Staffing Needs.

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 Hartsgrrove	Deputy City Clerk	Present	

Minutes Acceptance: Minutes of Oct 9, 2019 7:00 PM (Minutes)

Cindy Dye	City Clerk	Absent	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion was made by Council Member Kendle and seconded by Council Member Clayton to open the meeting to the public. All in favor. The following members of the public spoke: William Thorpe, Rita Morano, Tertha Jones. A motion to close the public portion of the meeting was made by Deputy Mayor Quinn and seconded by Council Member Chapman

MINUTES

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

1. Executive Session Minutes of Sep. 25, 2019 4:00 PM
2. **Motion to:** Executive Session Minutes of Sep. 25, 2019 4:00 PM **Adopted**
3. Municipal Council - Work Session - Sep 25, 2019 6:00 PM **Accepted**
4. Municipal Council - Regular Meeting - Sep 25, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2019-321 Resolution Approving Special Event Applications

2019-322 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 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant

2019-323 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 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Bullet Proof Vest Partnership

INDIVIDUAL RESOLUTIONS

Minutes Acceptance: Minutes of Oct 9, 2019 7:00 PM (Minutes)

2019-324 Resolution Approving Payment of Bills

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

2019-325 Resolution Authorizing the Purchase of Various Parts and Materials to Repair the Camera Truck/Pipe Ranger at the Department of Public Works

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

2019-326 Resolution Authorizing the Purchase of Air Packs for the Aerial Ladder Fire Truck

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

2019-327 Authorizing Design and Construction Administration Services to T&M Associates for a Multi-Use Station on the Boardwalk

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

2019-328 Authorizing Design Services, Contract Administration and Inspection Services to T&M Associates for Asbury & Ridge Avenue Traffic Signal Improvements

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

2019-329 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1405 Mattison Ave.)

RESULT:	ADOPTED [3 TO 2]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Eileen Chapman, Amy Quinn

2019-330 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1105 Emory Street)

RESULT:	ADOPTED [3 TO 2]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Eileen Chapman, Amy Quinn

2019-331 Resolution Awarding Change Order Number One To The Contract for Appraisal Services and Valuation to the Otteau Group

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

2019-332 Resolution Awarding a Contract for the Parking Planning and Design for the Central Business District Parking Structure

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

ORDINANCES

Introduction

2019-43 A Capital Ordinance Appropriating the Sum of \$30,000 for Computers and Related Equipment for the Police Department

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/23/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-44 An Ordinance of The City of Asbury Park, County of Monmouth, New Jersey, Approving A Long-Term Tax Exemption Pursuant to N.J.S.A. 40a:20-1 Et Seq., and Authorizing the Mayor and City Clerk to Execute a Financial Agreement by and Between the City of Asbury Park And 545 Lake Avenue Urban Renewal LLC For Property Located on Block 3105 (Formerly Block 117) Lot 4.02 As Shown on The Official Tax Map of The City of Asbury Park and Located in The Central Business District Redevelopment Area.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/23/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking utility improvements) Heretofore Finally Adopted by the City

Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/23/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-42 Bond Ordinance Providing for Beach Utility Improvements, By and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “city”); Appropriating \$1,375,000 Therefor and Authorizing the Issuance of \$1,375,000 Bonds or Notes of the City to Finance Part of The Costs Thereof

A motion to open the public hearing on 2019-42 was made by Council Member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke : Rita Marano, Ernest Mignoli and Louise Murry. A motion to close the public hearing on 2019-42 was made by Mayor Moor and seconded by

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

ADJOURNMENT

The meeting was adjourned at 7:30 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Oct 9, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-334

**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 23, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Christmas Experience
2. Sons of Ireland Polar Plunge
3. 2020 Police Unity Tour
4. I Believe in Me Mentoring Program
5. Ceasefire Stop the Violence Walk
6. Weddings

Rafferty/Miller	5/16
Pierides/Rutkowski	7/25
Nitti/Remlinger	6/27

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, CINDY A. DYE, 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. 2019-334 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE

DEPUTY CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Christmas Experiance

DATE(S): 10-11 12/22/19 Rain Date: _____

HOURS OF EVENT: From 10 To: 4

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Paramant Theatre requesting City date.

Name of Applicant/Organization: Shore Christian Church

Address: 1210 Columbus Ave Neptune NJ.

Contact: Gary Bickham Phone: 732 513-8439

Fax: _____ Email: BeachNJ1@gmail.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 221-347-885

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Christmas singing, storytelling and
toy giveaway

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Sons of Ireland Polar Plunge

DATE(S): Jan 1 - 2020 Rain Date: N/A
HOURS OF EVENT: From 10 AM To: 4 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Convention Hall AND Adjacent Beach (left side)

Name of Applicant/Organization: SONS OF IRELAND
Address: Rumson, NJ
Contact: STEVE BRENNAN Phone: 917-287-6543
Fax: _____ Email: stevepbrennan@gmail.com
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 20-3467069
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: POLAR BEAR Plunge In OCEAN

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: cm 623 (2019-334 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: 2020 Police Unity Tour Chapter 10 Opening Ceremony

DATE(S): May 9, 2020 **Rain Date:** This is a rain or shine event. Severe weather would cause a Cancellation of this ceremony

HOURS OF EVENT: From 0700hrs to 1000hrs

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Sunset Memorial Park on 5th Avenue between Grand Avenue and Webb Street by the flagpole.
The Park Between Webb and Kinglsey Street for overflow parking if needed

Name of Applicant/Organization: Police Unity Tour Chapter 10

Address: PO Box 707, Point Pleasant, NJ 08742

Contact: Nicholas Szymanski **Phone:** 732 794-2956

Fax: _____ **Email:** info@policeunitytourchapter10.com

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** Fed Tax ID #80-0940011

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: This will be the opening ceremony of the 2020 Police Unity Tour. This is a 4 day bicycle ride from NJ to Washington DC to honor our fallen police officers. We will be honoring Detective April Bird from the Asbury Park Police Department along with Officers from California, Michigan, Maine and other states. Our bicyclists will enter Asbury park on Sunset Ave from Ocean Township to Grand Ave, cross over the bridge to 5th avenue and stop between Grand Ave and Webb St on 5th Avenue. The ceremony will take place at the flagpole. Support vehicles will park on Webb St and Sunset Ave. Once the ceremony concludes, the bicyclist and police motors will travel down 5th Ave to Ocean Ave and head south to Cookman Ave to Lake Ave to Emory St back to Cookman Ave and a left onto Rt 71 heading south. www.policeunitytourchapter10.com

Attachment: cm 623 (2019-334 : Special Event Applications)

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: May 16, 2020 Ceremony start time: 6:00pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Kris Rafferty & Craig Miller

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07711

Day Phone: (732) 774-1155 Evening Phone: _____

E-mail Address: Cryan@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 40

Will any of the following equipment be used:

PA System: ☒ yes _____ no

Chairs: ☒ yes _____ no If yes, how many 50

Archway: ☒ yes _____ no

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

Other _____

Attachment: cm 623 (2019-334 : Special Event Applications)

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: 07/25/20 Ceremony start time: 6:30pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Nicole Pierieles & Jakub Rutkowski

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park NJ 0

Day Phone: 732-774-1155 Evening Phone: _____

E-mail Address: cityan@melaines.com

Other Pertinent Information

Number in wedding party: ~

Number of people attending wedding ceremony 1200

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

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

Other _____

Attachment: cm 623 (2019-334 : Special Event Applications)

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: June 27th, 2020 Ceremony start time: 6:00 pm

Setup time: 4:30 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Meygon Nitti + Frederick Remlinger

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07711

Day Phone: (732) 774 1155 Evening Phone: _____

E-mail Address: Cryan@mcloones.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 70-75

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

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

Other _____

Attachment: cm 623 (2019-334 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: I Believe in Me Mentoring
DATE(S): 9/14 - Aug 4, 2020 Rain Date: N/A
HOURS OF EVENT: From _____ To: 3 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Council Chambers
Name of Applicant/Organization: Angela Abber-Anderson
Address: 415 East Ave
Contact: Angela Abber-Anderson Phone: 732 804 2817
Fax: N/A Email: Angela.Abber@gmail.com
Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:
I Believe in Me is a mentoring program for middle school & high school girls. We meet weekly on Saturdays.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: cm 1023 (2019-334 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
 Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 10
 ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____
 VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
 SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
 AND DISPOSAL OF TRASH AND DEBRIS: None Necessary

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT:

Custodian to unlock Chamber Doors

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Angela Akber Anderson
 Signature of Applicant

July 24, 2019
 Date

Angela Akber Anderson
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$

Total Fees Collected \$

Attachment: cm 1023 (2019-334 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: CeaseFire Stop the Violence Walk

DATE(S): October 30th 2019 Rain Date: _____
HOURS OF EVENT: From 5:45 To: 7:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Mr. Pizza. Ending at Vita Gardens.

Name of Applicant/Organization: NIKKIA JENNINGS - FitzPatrick

Address: _____

Contact: _____ Phone: _____

Fax: _____ Email: ntj1976@gmail.com

Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Stop the Violence Walk in Honor of All the Children lost to Violence

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No _____ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100+

ADMISSION CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Nikkia Jennings-FitzPatrick
Signature of Applicant

Oct 18th 2019.
Date

NIKKIA JENNINGS-FITZPATRICK
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



RESOLUTION NO. 2019-335

**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 \$515,738.00

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	\$	<u>515,738.00</u>
TOTAL VOUCHERS	\$	<u>515,738.00</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-335 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

October 16, 2019
02:43 PM

CITY OF ASBURY PARK
Bill List By Budget Account

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Page No. 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N : N
Format: Condensed Held: Y Aprv: N : Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Ex : Y
Rcvd Batch Id Range: First to Last Include Non-Bud d: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd:

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

8-01-25-240-000-201	POLICE General Plant					
ATLLOK	ATLANTIC LOCK & SAFE	19-03168	#23896 Locks & Keys Police Dep	69.15	0.00	
	Extd Total:		POLICE DEPARTMENT	69.15		
	Department Total:		POLICE DEPARTMENT	69.15		
	CAFR Total:			69.15		
	Fund Total:		CURRENT	69.15		
	Year Total:			69.15		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

9-01-20-100-000-201	ADMINISTRATION General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-03160	HRC Survey Mailing Printing	1,232.00	0.00	
KINTINC	KINTECH, INC.	19-03161	HRC Survey Fulfilment	624.00	0.00	
IWSC005	IWS CONSULTING, LLC	19-03266	#AP 9-2019 SERVICES RENDERED	2,350.00	0.00	
VERIZON	VERIZON WIRELESS	19-03267	#485430396-00001 8/26 - 9/25	250.80	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-03286	color fliers	75.00	0.00	
				4,531.80		

9-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-03308	OFFICE SUPPLIES - PAPER	123.98	0.00	

9-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	415.22	0.00	
	Extd Total:		ADMINISTRATION	5,071.00		
	Department Total:		ADMINISTRATION	5,071.00		

Department: HUMAN RESOURCES
Extd: HUMAN RESOURCES

9-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	19-03283	service for September 2019	6,000.00	0.00	
	Extd Total:		HUMAN RESOURCES	6,000.00		
	Department Total:		HUMAN RESOURCES	6,000.00		

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL CLERK Extd: MUNICIPAL CLERK						
9-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.		19-03308	OFFICE SUPPLIES - PAPER	123.98	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS		19-03318	Order #3816735	59.96	0.00	
ASBPAK ASBURY PARK PRESS		19-03319	order #3814690	64.76	0.00	
THECOA THE NEW COASTER, LLC		19-03338	INVOICE #54288 ADVERTISEMENTS	46.31	0.00	
THECOA THE NEW COASTER, LLC		19-03389	Order #54323	40.03	0.00	
				211.06		
9-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC		19-03235	IQM2 Agenda/Minutes 10/1/19	706.20	0.00	
	Extd Total: MUNICIPAL CLERK			1,041.24		
	Department Total: MUNICIPAL CLERK			1,041.24		
Department: FINANCIAL ADMINISTRATION Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
MUNCAP MUNICIPAL CAPITAL CORPORATION		19-03314	#16024:PMT. 48 OF 60	389.62	0.00	
9-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.		19-03308	OFFICE SUPPLIES - PAPER	247.96	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			637.58		
	Department Total: FINANCIAL ADMINISTRATION			637.58		
Department: COMPUTERIZED DATA PROCESSING Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT SHI INTERNATIONAL CORP		19-03153	Q#17778844 - APC Battery	59.58	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			59.58		
	Department Total: COMPUTERIZED DATA PROCESSING			59.58		
Department: TAX REVENUE ADMINISTRATION Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
EDMASS EDMUNDS & ASSOCIATES, INC.		19-02137	5000 blank bills 2019 July	525.00	0.00	
WBMASON W.B.MASON CO., INC.		19-03262	HP 64A TonerTY,Universal Punch	310.07	0.00	
WBMASON W.B.MASON CO., INC.		19-03308	OFFICE SUPPLIES - PAPER	61.99	0.00	
				897.06		

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	236.52	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,133.58		
	Department Total: TAX REVENUE ADMINISTRATION			1,133.58		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERIZON	VERIZON WIRELESS	19-03267	#485430396-00001 8/26 - 9/25	42.50	0.00	
WBMASON	W.B.MASON CO., INC.	19-03298	water/chips committee info ses	83.25	0.00	
				125.75		
	Extd Total: DIRECTOR OF COMMUNICATIONS			125.75		
	Department Total: DIRECTOR OF COMMUNICATIONS			125.75		
	CAFR Total:			14,068.73		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02792	Planning Business cards	95.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-03194	PB/ZB BULK CCH INVOICES	150.00	0.00	
VERIZON	VERIZON WIRELESS	19-03267	#485430396-00001 8/26 - 9/25	84.72	0.00	
WBMASON	W.B.MASON CO., INC.	19-03308	OFFICE SUPPLIES - PAPER	61.99	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	200.97	0.00	
				592.68		
	Extd Total: Planning Department			592.68		
	Department Total: Planning Department			592.68		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	83.34	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03246	ST SHORTHAND INV. 09/2019	200.00	0.00	
				283.34		
	Extd Total: PLANNING BOARD			283.34		
	Department Total: PLANNING BOARD			283.34		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
9-01-21-185-000-209	ZONING BOARD Fees					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	375.01	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03246	ST SHORTHAND INV. 09/2019	125.00	0.00	
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	19-03362	NJPO Mand ZB training- Tim	119.00	0.00	

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-21-185-000-209	ZONING BOARD Fees		Continued			
RUTGE005 RUTGERS, THE STATE UNIV. OF NJ	19-03363 Rutgers Mandatory trng- Jill			327.00	0.00	
				946.01		
	Extd Total: ZONING BOARD OF ADJUSTMENT			946.01		
	Department Total: ZONING BOARD OF ADJUSTMENT			946.01		
	CAFR Total:			1,822.03		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
EDWTIR EDWARDS TIRE CO., INC.	19-03152 195/65R15 Assurance A/S 91Tvbs			105.76	0.00	
VERIZON VERIZON WIRELESS	19-03267 #485430396-00001 8/26 - 9/25			363.98	0.00	
JUNLAS JUNGLE LASERS, LLC	19-03289 CE application			475.00	0.00	
WBMASON W.B.MASON CO., INC.	19-03308 OFFICE SUPPLIES - PAPER			123.98	0.00	
VERIZON VERIZON WIRELESS	19-03349 #342269861-00001 9/5 - 10/4/19			78.06	0.00	
				1,146.78		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,146.78		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,146.78		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
ICC INTERNATIONAL CODE COUNCIL, INC	19-03086 CODE BOOKS			561.50	0.00	
VERIZON VERIZON WIRELESS	19-03267 #485430396-00001 8/26 - 9/25			191.94	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	19-03314 #16024:PMT. 48 OF 60			582.97	0.00	
VERIZON VERIZON WIRELESS	19-03349 #342269861-00001 9/5 - 10/4/19			117.10	0.00	
				1,453.51		
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,453.51		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,453.51		
	CAFR Total:			2,600.29		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
9-01-23-215-000-209	WORKER'S COMPENSATION Fees					
MICBOO Michael Boone	19-03391 Reimb. Rx copays(wc)			21.62	0.00	
	Extd Total: WORKER'S COMPENSATION			21.62		
	Department Total: WORKER'S COMPENSATION			21.62		
	CAFR Total:			21.62		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
CARDAT CARD DATA SYSTEM	19-02511 Datacard Duplex Printer			3,824.00	0.00	
ATLLOK ATLANTIC LOCK & SAFE	19-03168 #23896 Locks & Keys Police Dep			34.27	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.	19-03311 #9742514 & 9788663 (16) Waters			149.82	0.00	

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-201	POLICE General Plant		Continued			
MUNCAP MUNICIPAL CAPITAL CORPORATION		19-03314	#16024:PMT. 48 OF 60	202.52	0.00	
				<u>4,210.61</u>		
9-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		19-02485	S093303059 Office Supplies	318.00	0.00	
WBMASON W.B.MASON CO., INC.		19-02810	# S094456911 Office Supplies	368.61	0.00	
WBMASON W.B.MASON CO., INC.		19-03104	#S095516850 Stamp, Pre Inked	73.80	0.00	
				<u>760.41</u>		
9-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.		19-00685	Blanket Car Repairs	347.68	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS		19-01771	55 Gal 5w20 Fleet	479.99	0.00	
SEAFOR SEA BREEZE FORD INC.		19-02551	Reprogram BECM & IPC modules	260.00	0.00	
SEAFOR SEA BREEZE FORD INC.		19-02843	#Q000270610 Motor Mount car 20	160.08	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-02916	Blanket Car Maintenance	1,005.20	0.00	B
SEAFOR SEA BREEZE FORD INC.		19-03009	Q 000272962 INSULATOR ASY	88.92	0.00	
BENAUT BENNETT'S AUTO RECOVERY, INC.		19-03344	#19-11442783 Towed 2018 Rav4	125.00	0.00	
				<u>2,466.87</u>		
9-01-25-240-000-216	POLICE Supplies-Compu.					
TOSSOL TOSHIBA BUSINESS SOLUTION		19-02928	Supplies for Data Card Machine	1,654.00	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		19-03046	#M58607 Service Contract Sept.	1,220.00	0.00	
VERZON VERIZON BUSINESS		19-03231	#150-717-354-0001-65 Current	1,776.60	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		19-03233	Contract # 75080 Quarterly	41.55	0.00	
VERIZON VERIZON WIRELESS		19-03267	#485430396-00001 8/26 - 9/25	256.79	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		19-03305	#3466021019 Contract #18728	515.72	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		19-03314	#16024:PMT. 48 OF 60	436.73	0.00	
OPTIMUM OPTIMUM		19-03347	#07866-182313-01-5 Current	176.58	0.00	
				<u>4,423.97</u>		
9-01-25-240-000-222	POLICE Training					
MONCON MONMOUTH COUNTY POLICE ACADEMY		19-00346	Self Defense for Females LE	25.00	0.00	
9-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA KJK RESTAURANTS, LLC		19-03105	Blanket Prisoners Meals not to	72.83	0.00	
	Extd Total: POLICE DEPARTMENT			13,613.69		
	Department Total: POLICE DEPARTMENT			13,613.69		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
MONARCH MONARCH ELECTRIC COMPANY		19-02599	Order #S113646521.001 FH elect	52.52	0.00	
PENCOM PENGUIN MANAGEMENT, INC.		19-03218	2019 EDispatch -Inv 56622	2,220.00	0.00	
MONARCH MONARCH ELECTRIC COMPANY		19-03345	Inv #S113927877.001 elect wk	33.28	0.00	
				<u>2,305.80</u>		
9-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		19-03308	OFFICE SUPPLIES - PAPER	61.99	0.00	

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

October 16, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02066	Blanket not to exceed	135.15	0.00	B
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	19-01814	Est. #: 54939	1,705.00	0.00	
NJFIRE	NJ FIRE EQUIPMENT COMPANY	19-02965	SCBA Shoulder Straps	421.20	0.00	
GRAING	GRAINGER, INC.	19-03149	Saw Fuel; EMS Tool Kits	355.29	0.00	
				<u>2,481.49</u>		
9-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-02251	2019 Clothing Allowance	24.00	0.00	B
9-01-25-265-000-214	FIRE DEPT. Building Maintenance					
BELPLU	BELMAR PLUMBING & HEATING INC	19-01513	Estimate #: 1034	320.00	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-01757	Blanket PO not to exceed	534.59	0.00	B
VERITIV	VERITIV OPERATING COMPANY	19-02770	Blanket PO not to exceed	424.47	0.00	B
AIRPUR	AIR PURIFIERS, INC.	19-03112	Quote #ASFD07193E filters	226.00	0.00	
				<u>1,505.06</u>		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	75.44	0.00	
VERIZON	VERIZON WIRELESS	19-03349	#342269861-00001 9/5 - 10/4/19	19.53	0.00	
				<u>94.97</u>		
9-01-25-265-000-222	FIRE DEPT. Training					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-02771	EST: EST22704	800.00	0.00	
GRAING	GRAINGER, INC.	19-03149	Saw Fuel; EMS Tool Kits	51.53	0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	19-03197	Quote: 188560-training plywood	894.40	0.00	
				<u>1,745.93</u>		
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	19-03142	Quote 82757 EMS Supplies	2,049.57	0.00	
GRAING	GRAINGER, INC.	19-03149	Saw Fuel; EMS Tool Kits	101.54	0.00	
COMSAF	COMMUNITY SAFETY CONSULTANTS	19-03340	#19-M-219 ASHI Instr. renewal	240.00	0.00	
				<u>2,391.11</u>		
	Extd Total: FIRE DEPARTMENT			10,745.50		
Extd:	FIRE HYDRANT					
9-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	19-03315	#1018-210026567043 8/23 - 9/24	16,514.00	0.00	
	Extd Total: FIRE HYDRANT			16,514.00		
	Department Total: FIRE DEPARTMENT			27,259.50		
	CAFR Total:			40,873.19		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
9-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	19-00128	Various Tools, Parts, etc	58.79	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	19-02904	Self Closing Star Handle Valve	270.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-290-000-201	STREETS & ROAD	General Plant	Continued			
STASUP	STANDARD SUPPLY CO. INC.	19-03013	Hose Clamps, PVC Insert, etc	19.31	0.00	
GRAING	GRAINGER, INC.	19-03131	General Plumbing & 1st Aid Kit	278.31	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-03213	Various Sprinkler Parts	132.18	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	211.19	0.00	
				<u>969.78</u>		
9-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
MODGRO	MODERN GROUP, LTD.	19-02999	Automotive Supplies and Tools	58.31	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	19-03074	Various Automotive Supplies	369.06	0.00	
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	19-03085	REDP Hose #576564701	48.87	0.00	
QUAAUT	QUALITY AUTO GLASS, INC.	19-03114	Labor and Material for Repair	341.02	0.00	
SEAFOR	SEA BREEZE FORD INC.	19-03190	Q3375442 Moulding - Wind	131.70	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	19-03211	Wiper Arm #7372417 (Elgin)	119.27	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	19-03303	Acetylene & Oxygen Cylinders	83.25	0.00	
JESCO	JESCO, INC.	19-03390	Travel Time & Mileage	800.00	0.00	
				<u>1,951.48</u>		
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
WATEAS	WATERLOGIC AMERICAS LLC	19-00080	Service Agreement 32133	40.27	0.00	B
VERIZON	VERIZON WIRELESS	19-03267	#485430396-00001 8/26 - 9/25	446.52	0.00	
VERIZON	VERIZON WIRELESS	19-03349	#342269861-00001 9/5 - 10/4/19	78.06	0.00	
OPTIMUM	OPTIMUM	19-03378	Account No. 07866-183188-01-1	31.24	0.00	
				<u>596.09</u>		
9-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
TOMPIV	TOM PIVINSKI	19-02865	Purchases from Costco for ESTC	119.90	0.00	
NJSHADE	NJ SHADE TREE FEDERATION	19-03251	Registration for ESTC Members	500.00	0.00	
				<u>619.90</u>		
		Extd Total: STREETS & ROADS MAINTENANCE		4,137.25		
		Department Total: STREETS & ROADS MAINTENANCE		4,137.25		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	19-02880	Construction Debris Removal	3,689.14	0.00	B
ATLCOAS	ATLANTIC COAST FIBERS, LLC	19-03212	Single Stream Inbound Material	10,399.40	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-03245	#171011 Trash Tipping Fees	25,343.05	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	19-03273	#52475 Reclamation Center	3,323.00	0.00	
MICBEN	MICKEY BENOIT, INC	19-03290	Brush, Delivered	750.60	0.00	
				<u>43,505.19</u>		
		Extd Total: SOLID WASTE COLLECTION		43,505.19		
		Department Total: SOLID WASTE COLLECTION		43,505.19		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
QUEVAC	QUEEN VACUUM & SEWING MACHINE	19-02879	Quote for Hoover Type Y Bags	25.98	0.00	

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9-01-26-310-000-201	BUILDING & GND	General Plant	Continued			
SHEWIL SHERWIN WILLIAMS		19-03191	Paint, Masking Tape, etc	102.58	0.00	
				128.56		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
BELPLU BELMAR PLUMBING & HEATING INC		19-01316	Repair, Labor and Material	1,781.19	0.00	
AUTBUI AUTOMATED BUILDING CONTROLS,		19-02543	Furnish & Instal Materal/Labor	3,538.17	0.00	
BYDES BY DESIGN LANDSCAPES, INC.		19-02899	Investigate and Diagnose	350.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		19-03293	#389966072 Pest Control	225.00	0.00	
				5,894.36		
	Extd Total: BUILDINGS & GROUNDS			6,022.92		
	Department Total: BUILDINGS & GROUNDS			6,022.92		
	CAFR Total:			53,665.36		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES	General Plant				
RHOISL RHODE ISLAND NOVELTY, INC.		19-02796	GoodieBag items TreeLighting19	207.74	0.00	
VERIZON VERIZON WIRELESS		19-03267	#485430396-00001 8/26 - 9/25	169.86	0.00	
				377.60		
9-01-27-345-000-203	SOCIAL SERVICES	Motor Vehicle				
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-02490	Auto Parts Quote 40QU00535	731.43	0.00	
9-01-27-345-000-299	SOCIAL SERVICES	Misc.				
NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.		19-03132	Train Tickets	445.40	0.00	
	Extd Total: SOCIAL SERVICES:			1,554.43		
	Department Total: SOCIAL SERVICES:			1,554.43		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER	General Plant				
WBMASON W.B.MASON CO., INC.		19-03187	Poland Spring Water 6 gal	56.94	0.00	
VERIZON VERIZON WIRELESS		19-03267	#485430396-00001 8/26 - 9/25	84.72	0.00	
WBMASON W.B.MASON CO., INC.		19-03287	Disinfectant Maint Supplies	187.94	0.00	
				329.60		
9-01-27-350-000-203	SENIOR CENTER	Motor Vehicle				
GPCNA091 GPC-NAPA AUTO PARTS		19-00472	Battery Switch Bus	29.87	0.00	
GPCNA091 GPC-NAPA AUTO PARTS		19-01376	Bus Hub Cap	37.99	0.00	
SEAFOR SEA BREEZE FORD INC.		19-02830	Rear View Mirror Ford	368.23	0.00	
				436.09		
9-01-27-350-000-299	SENIOR CENTER	Misc.				
SANDS S&S WORLDWIDE INC.		19-01840	Commerical Pop up Tent	177.09	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		19-03100	Business Cards	45.00	0.00	
WBMASON W.B.MASON CO., INC.		19-03101	WB Office Supplies	70.71	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-27-350-000-299	SENIOR CENTER Misc.		Continued			
WBMASON W.B.MASON CO., INC.		19-03225	HP Black Laser Jet Toner	134.94	0.00	
				427.74		
	Extd Total: SENIOR CENTER			1,193.43		
	Department Total: SENIOR CENTER			1,193.43		
	CAFR Total:			2,747.86		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
SEMTOV SEMAN-TOV INC.		19-02244	summer bus transportation	27,625.00	0.00	
SHOATH SHORE ATHLETIC CLUB		19-03151	lost invoice summer track prog	270.00	0.00	
MONBOY MONMOUTH BOY'S CLUB, INC.		19-03242	swim lessons-lost invoice	2,514.00	0.00	
VERIZON VERIZON WIRELESS		19-03267	#485430396-00001 8/26 - 9/25	38.01	0.00	
				30,447.01		
	Extd Total: RECREATION SERVICES & PROGRAM			30,447.01		
	Department Total: RECREATION SERVICES & PROGRAM			30,447.01		
	CAFR Total:			30,447.01		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.		19-03315	#1018-210026567043 8/23 - 9/24	10,024.15	0.00	
NJAMER N.J. AMERICAN WATER CO.		19-03333	#1018-210026563478 9/5 - 10/2	609.85	0.00	
NJAMER N.J. AMERICAN WATER CO.		19-03395	#1018-210022946248 9/4 - 10/1	474.13	0.00	
				11,108.13		
	Extd Total: LIGHT, HEAT & POWER			11,108.13		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		19-02973	#200 000 001 293 MASTER ACCT	1,655.52	0.00	
JCPL JCPL		19-03313	#200 000 001 293 MASTER ACCT	1,528.16	0.00	
				3,183.68		
	Extd Total: STREET&TRAFFIC LIGHTING			3,183.68		
	Department Total: LIGHTING			14,291.81		
Department: TELEPHONE						
Extd: TELEPHONE						
9-01-31-440-000-299	TELEPHONE Misc.					
MONINT MONMOUTH INTERNET CORPORATION		19-03271	INVOICE #299231-M OCT 2019	4,689.92	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-31-440-000-299	TELEPHONE Misc.		Continued			
VERZON	VERIZON BUSINESS	19-03396	ACCT #152-069-551-0001-78	124.99	0.00	
				4,814.91		
	Extd Total: TELEPHONE			4,814.91		
	Department Total: TELEPHONE			4,814.91		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-02735	Unleaded RFG and Diesel Fuel	2,438.16	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-02756	Unleaded RFG and Diesel Fuel	4,580.66	0.00	B
				7,018.82		
	Extd Total: GASOLINE			7,018.82		
	Department Total: GASOLINE			7,018.82		
	CAFR Total:			26,125.54		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	83.31	0.00	
9-01-43-490-000-202	MUNIC COURT Office Supplies					
IMPTEC	IMPACT TECHNOLOGY SOLUTIONS	19-02848	video conference	3,500.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-03308	OFFICE SUPPLIES - PAPER	123.98	0.00	
				3,623.98		
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	19-02827	interpreter 8/16/19 port/span	362.50	0.00	
BEACRA	BEATRIZ C. CRANEY	19-03143	interpreter 9/13/19	217.50	0.00	
BEACRA	BEATRIZ C. CRANEY	19-03234	INTERPRETER 9/20-9/27	270.00	0.00	
				850.00		
	Extd Total: MUNICIPAL COURT			4,557.29		
	Department Total: MUNICIPAL COURT			4,557.29		
	CAFR Total:			4,557.29		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	19-03264	3rd Quarter 2019 Pilots	45,051.58	0.00	
9-01-55-001-000-007	TAX OVERPAYMENTS					
NANAG005	NANA GRANDPA LLC	19-03139	REFUND TAX OP 3505-8.15 & 8.32	5,154.03	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-55-001-000-011	ACCOUNTS PAYABLE					
PAGAL	Parlor Gallery, LLC	18-02759	Resol. 2017-383	2,750.00	0.00	B
	Extd Total: TAXES PAYABLE:			52,955.61		
	Department Total: TAXES PAYABLE:			52,955.61		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			52,955.61		
	Fund Total: CURRENT			229,884.53		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
SCREE005	SCREEN STYLES, LLC	19-01292	4" Round Patch(es) Sewn on	240.00	0.00	
ACTION005	ACTION YAMAHA	19-03200	Front/Rear Left/Right Calipers	680.18	0.00	
VERIZON	VERIZON WIRELESS	19-03267	#485430396-00001 8/26 - 9/25	454.70	0.00	
ACTION005	ACTION YAMAHA	19-03274	Axle Kit Complete Yahama	170.00	0.00	
				1,544.88		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,544.88		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,544.88		
	CAFR Total:			1,544.88		
	Fund Total: BEACH			1,544.88		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
INTTRA	INTELLIGENT TRAFFIC SUPPLY	19-03163	#3257 Controller 3rd/Kingsley	1,855.00	0.00	
ZAGINC	ZAGSTER, INC.	19-03185	INV # 0005279	29,937.47	0.00	
OPTIMUM	OPTIMUM	19-03253	#07866-196915-01-3 Sept 2019	127.39	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-03285	CAR REPAIRS NEEDED - PARKING	661.84	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-03314	#16024:PMT. 48 OF 60	135.31	0.00	
IPSGRO	IPS GROUP, INC.	19-03322	#45600 Online Permit Sept 2019	959.40	0.00	
ATMOB	AT&T MOBILITY	19-03325	#287260245452X09272019 Sep2019	232.44	0.00	
				33,908.85		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			33,908.85		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			33,908.85		
	CAFR Total:			33,908.85		
	Fund Total: PARKING UTILITY: BUDGET:			33,908.85		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	19-00127	Various Tools, Parts, etc	128.25	0.00	B
GENSAF	GEN-EL SAFETY & INDUSTRIAL	19-02676	QRAE3 Monitor / Gas Detector	1,987.40	0.00	
METRO010	METRO PUMPS AND SYSTEMS, INC.	19-02993	Summit Pump, Model #1SPF036	7,745.48	0.00	
VERIZON	VERIZON WIRELESS	19-03267	#485430396-00001 8/26 - 9/25	84.72	0.00	

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9-07-55-502-000-201 FERENT FERGUSON ENTERPRISES INC.	SEWER UTILITY O/E: General Plant Continued Service Charge for September	19-03292		12.27 9,958.12	0.00	
9-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power #1018-210026567043 8/23 - 9/24	19-03315		4,925.23	0.00	
9-07-55-502-000-218 MUNCAP MUNICIPAL CAPITAL CORPORATION	SEWER UTILITY O/E: Contract Services #16024:PMT. 48 OF 60	19-03314		75.00	0.00	
9-07-55-502-000-224 RUSREI RUSSELL REID WASTE HAULING &	SEWER UTILITY O/E: Sludge Removal #5658645 Sludge Transportation	19-03063		32,562.09	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				47,520.44		
Department Total: SEWER UTILITY O/E: OTHER EXPENSES:				47,520.44		
9-07-55-506-000-901 ASBLLC ASBURY PARTNERS, LLC	ASB.PARTNER-SEWER ASSESS. 3RD QTR. 2019 ODOR CONTROL	19-03236		58,032.14	0.00	
Extd Total:				58,032.14		
Department Total:				58,032.14		
CAFR Total:				105,552.58		
Fund Total: SEWER UTILITY: BUDGET:				105,552.58		
Year Total:				370,890.84		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-014 CARDAT CARD DATA SYSTEM	Admin general plant Datacard Duplex Printer	19-02511		4,950.00	0.00	
Extd Total: Ord. 2018-4 Var. Capital Improvements				4,950.00		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-003 BARINC BARCODES INC.	Police Cars - 3 QUOTE #1290226 LICENSE PLATE	19-02080		3,012.20	0.00	
MOTOR005 MOTOROLA SOLUTIONS, INC C/O	RADIOS FOR THE NEW POLICE	19-02083		4,884.00	0.00	
				7,896.20		
C-04-55-998-177-005 SHIINT SHI INTERNATIONAL CORP	Software Planning, Building & Code Q#17402518 Polycom Phones	19-02469		742.00	0.00	
C-04-55-998-177-010 WINFOR WINNER FORD	Fire Pick Up Truck 2019 FORD F350 PICKUP TRUCK	19-01509		38,879.00	0.00	
Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.				47,517.20		
Department Total:				52,467.20		
CAFR Total:				52,467.20		
Fund Total: GENERAL CAPITAL FUND BUDGET:				52,467.20		
Year Total:				52,467.20		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
G-02-43-867-013-200	RECYCLING TONNAGE PROGRAM - 2013					
INTIMP	INITIAL IMPACT	19-03272	Invoice 30073 Bottles	1,476.15	0.00	
	Extd Total:			1,476.15		
	Department Total:			1,476.15		
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	18-03517	Medication Assistance clients	38.00	0.00	B
	Extd Total:			38.00		
	Department Total:			38.00		
G-02-43-907-019-200	Mental Health Grant					
BEHHEA	BEHAVIORAL HEALTH PURCHASING	19-03328	Liability Insurance Req'd	276.50	0.00	
	Extd Total:			276.50		
	Department Total:			276.50		
	CAFR Total:			1,790.65		
	Fund Total: GRANT FUND BUDGET:			1,790.65		
	Year Total:			1,790.65		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	19-03320	August Dog Report State NJ 201	10.80	0.00	
	Extd Total:			10.80		
	Department Total:			10.80		
	CAFR Total:			10.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			10.80		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2018 CDBG Allotment						
T-17-75-850-850-002	Playground/Gazebo					
TAYFEN	TAYLOR FENCE COMPANY, INC	19-02407	fencing for atkins playground	3,700.00	0.00	
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
CLABLO	CLAYTON BLOCK CO., INC.	19-00413	for materials-sidewalks	35.04	0.00	B
T-17-75-850-850-004	Community Events					
PARCOR	THE PARTY CORNER	19-02542	balloons for grand opening	87.01	0.00	
T-17-75-850-850-006	Rehabilitation Program					
RUSSO005	RUSSO SEAMLESS GUTTER, LLC	19-03084	Home Repair Program	3,000.00	0.00	

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-75-850-850-008 NJNG	Homelessness Prevention/Relocation N.J. NATURAL GAS CO.	19-03254	22-0015-1707-9Y	400.00	0.00	
	Extd Total: 2018 CDBG Allotment			7,222.05		
	Department Total:			7,222.05		
	CAFR Total:			7,222.05		
Extd:	2019 CDBG Allotment					
T-17-76-850-850-001 ASBPAK	2019 Administration ASBURY PARK PRESS	19-03284	Public Notices (2)	157.36	0.00	
T-17-76-850-850-004 GASFAM	2019 Park/Playgrounds/Trees GASKOS FAMILY FARM	19-03138	tree/plants for park	769.84	0.00	
GASFAM	GASKOS FAMILY FARM	19-03238	Plants for park	939.78	0.00	
				<u>1,709.62</u>		
T-17-76-850-850-007 WBMASON	2019 Community Events W.B.MASON CO., INC.	19-03146	notebooks etc. for community	326.94	0.00	
	Extd Total: 2019 CDBG Allotment			2,193.92		
	Department Total:			2,193.92		
	CAFR Total:			2,193.92		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			9,415.97		
Fund:	TRUST OTHER					
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801 NJDEPC	Reserve for DCA Training Fees NJ DEPT. OF COMMUNITY AFFAIRS	19-03329	3rd Qt DCA fees 2019	4,969.00	0.00	
	Extd Total: 5 YR EMERGENCY			4,969.00		
T-20-56-850-937-301 ZAGINC	Reserve for AP Bike Share Program Trust ZAGSTER, INC.	19-03185	INV # 0005279	18,000.00	0.00	
	Extd Total:			18,000.00		
	Department Total:			22,969.00		
	CAFR Total:			22,969.00		
	Fund Total: TRUST OTHER			22,969.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-286-000-299 CLACAN	4TH AVE PAVILLION(MADISON ASBURY RETAIL) CLARKE CATON HINTZ PC	19-03194	PB/ZB BULK CCH INVOICES	1,061.94	0.00	
	Extd Total:			1,061.94		
	Department Total:			1,061.94		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO T
T-21-00-354-000-299	1415 ASBURY AVE (JEAN & JULIENNE BENOIT)					
INSENG	INSITE ENGINEERING, LLC	19-03361	Insite PB/ZB aged invoices	190.91	0.00	
	Extd Total:			190.91		
	Department Total:			190.91		
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	83.33	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-03194	PB/ZB BULK CCH INVOICES	1,265.00	0.00	
				<u>1,348.33</u>		
	Extd Total:			1,348.33		
	Department Total:			1,348.33		
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR, INC.)					
TMASSO	T & M ASSOCIATES	19-03279	LAF367961 1101 Ocean Ave.	3,291.50	0.00	
	Extd Total:			3,291.50		
	Department Total:			3,291.50		
T-21-00-406-000-299	500 8TH AVENUE(HYACINTH HOUSE, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		
T-21-00-411-000-299	406 DEAL LAKE DRIVE(406 DEAL LAKE, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
TMASSO	T & M ASSOCIATES	19-03278	LAF371327 Renaissance Village	1,060.25	0.00	
	Extd Total:			1,060.25		
	Department Total:			1,060.25		
T-21-00-444-000-299	550 COOKMAN AVE(ABG LIQUOR HOLDINGS, LLC)					
CLACAN	CLARKE CATON HINTZ PC	19-03127	pb/zb invoices CCH	1,415.33	0.00	
JACSER	JACK A. SERPICO	19-03243	Serpico PB/ZB Invoices	337.50	0.00	
				<u>1,752.83</u>		
	Extd Total:			1,752.83		
	Department Total:			1,752.83		
T-21-00-446-000-299	1219 1ST AVENUE(KAREN PROPP)					
CLACAN	CLARKE CATON HINTZ PC	19-03127	pb/zb invoices CCH	121.02	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	83.33	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-446-000-299	1219 1ST AVENUE(KAREN PROPP)		Continued			
JACSER JACK A. SERPICO		19-03243	Serpico PB/ZB Invoices	300.00	0.00	
				504.35		
	Extd Total:			504.35		
	Department Total:			504.35		
T-21-00-451-000-299	1401 OCEAN AVENUE(1401 OCEAN, LLC)					
CLACAN CLARKE CATON HINTZ PC		19-03194	PB/ZB BULK CCH INVOICES	920.00	0.00	
	Extd Total:			920.00		
	Department Total:			920.00		
T-21-00-452-000-299	1000 GRAND AVE(VALLARIO PROPERTIES, LLC)					
CLACAN CLARKE CATON HINTZ PC		19-03127	pb/zb invoices CCH	2,913.63	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		19-03188	PB/ZB BULK INVOICES SSRS	83.33	0.00	
CLACAN CLARKE CATON HINTZ PC		19-03194	PB/ZB BULK CCH INVOICES	220.00	0.00	
JACSER JACK A. SERPICO		19-03243	Serpico PB/ZB Invoices	150.00	0.00	
INSENG INSITE ENGINEERING, LLC		19-03244	INSTITUTE ZB INV# 20882	425.00	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		19-03246	ST SHORTHAND INV. 09/2019	125.00	0.00	
				3,916.96		
	Extd Total:			3,916.96		
	Department Total:			3,916.96		
T-21-00-453-000-299	1006 1/2 SUNSET AVENUE (MORE SHORE, LLC)					
STSHOR ST SHORTHAND REPORTING SERVICE		19-03188	PB/ZB BULK INVOICES SSRS	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
T-21-00-455-000-299	300-302 1ST AVENUE(ADVANCED DEVELOPMENT)					
STSHOR ST SHORTHAND REPORTING SERVICE		19-03188	PB/ZB BULK INVOICES SSRS	125.00	0.00	
CLACAN CLARKE CATON HINTZ PC		19-03194	PB/ZB BULK CCH INVOICES	331.33	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		19-03394	ZB State Shorthand #645817	250.00	0.00	
				706.33		
	Extd Total:			706.33		
	Department Total:			706.33		
T-21-00-462-000-299	522 PROSPECT(PH2)(INTERFAITH NEIGHBORS)					
STSHOR ST SHORTHAND REPORTING SERVICE		19-03188	PB/ZB BULK INVOICES SSRS	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		
T-21-00-466-000-299	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
STSHOR ST SHORTHAND REPORTING SERVICE		19-03246	ST SHORTHAND INV. 09/2019	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
CLACAN CLARKE CATON HINTZ PC	19-03194 PB/ZB BULK CCH INVOICES			27.50	0.00	
	Extd Total:			27.50		
	Department Total:			27.50		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
STSHOR ST SHORTHAND REPORTING SERVICE	19-03188 PB/ZB BULK INVOICES SSRS			125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-469-000-299	637 LAKE AVE(JEMAL'S NAT.GRD.ARMORY,LLC)					
INSENG INSITE ENGINEERING, LLC	19-03361 Insite PB/ZB aged invoices			150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
CLACAN CLARKE CATON HINTZ PC	19-03127 pb/zb invoices CCH			1,141.38	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE	19-03188 PB/ZB BULK INVOICES SSRS			458.33	0.00	
CLACAN CLARKE CATON HINTZ PC	19-03194 PB/ZB BULK CCH INVOICES			<u>2,139.88</u>	0.00	
				3,739.59		
	Extd Total:			3,739.59		
	Department Total: PERS			3,739.59		
Department: SOCIAL SECURIT						
T-21-00-472-000-299	147 BORDEN(INTERFIATH NEIGHBORS)					
INSENG INSITE ENGINEERING, LLC	19-03361 Insite PB/ZB aged invoices			200.00	0.00	
	Extd Total:			200.00		
	Department Total: SOCIAL SECURIT			200.00		
Department: ADMIN EXPEND						
T-21-00-476-000-299	140 RIDGE AVENUE(WELLS FARGO BANK, N.A.)					
STSHOR ST SHORTHAND REPORTING SERVICE	19-03188 PB/ZB BULK INVOICES SSRS			83.33	0.00	
	Extd Total:			83.33		
	Department Total: ADMIN EXPEND			83.33		
T-21-00-477-000-299	300 6TH AVENUE (300 6TH AVENUE,LLC)					
STSHOR ST SHORTHAND REPORTING SERVICE	19-03188 PB/ZB BULK INVOICES SSRS			83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: JUDGEMENTS						
19-00-480-000-299	815 DUNLEWY ST.(SALDUTTI CONSTRUCTION)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	250.00	0.00	
	Extd Total:			250.00		
	Department Total: JUDGEMENTS			250.00		
19-00-483-000-299	1321 4TH AVENUE(TBG MANAGEMENT PROP,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-03188	PB/ZB BULK INVOICES SSRS	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
19-00-484-000-299	COOKMAN/ASBURY/SEWALL(ASBURY PRT/I-STAR)					
CLACAN	CLARKE CATON HINTZ PC	19-03194	PB/ZB BULK CCH INVOICES	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			19,970.48		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			19,970.48		
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
19-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
MONCLE	MONMOUTH COUNTY CLERK	19-03097	Invoice #2352956	16.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-03184	#TRS0282029001 TONER CARTRIDGE	229.99	0.00	
				245.99		
	Extd Total:			245.99		
	Department Total:			245.99		
	CAFR Total:			245.99		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			245.99		
	Year Total:			52,612.24		
Total Charged Lines: 421 Total List Amount: 477,830.08 Total Void Amount: 0.00						

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

CITY OF ASBURY PARK
Bill List By Budget Account

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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	69.15	0.00	69.15	0.00	0.00	
CURRENT	9-01	229,884.53	0.00	229,884.53	0.00	0.00	29,8
BEACH	9-05	1,544.88	0.00	1,544.88	0.00	0.00	1,5
PARKING UTILITY:	9-06	33,908.85	0.00	33,908.85	0.00	0.00	3,9
SEWER UTILITY: BU	9-07	105,552.58	0.00	105,552.58	0.00	0.00	5,5
Year Total:		370,890.84	0.00	370,890.84	0.00	0.00	0,8
GENERAL CAPITAL F	C-04	52,467.20	0.00	52,467.20	0.00	0.00	2,4
GRANT FUND BUDGET	G-02	1,790.65	0.00	1,790.65	0.00	0.00	1,7
ANIMAL CONTROL FU	T-12	10.80	0.00	10.80	0.00	0.00	1
COMMUNITY DEVELOP	T-17	9,415.97	0.00	9,415.97	0.00	0.00	3,4
TRUST OTHER	T-20	22,969.00	0.00	22,969.00	0.00	0.00	2,9
PLANNING & ZONING	T-21	19,970.48	0.00	19,970.48	0.00	0.00	1,9
HOWELL/ASBURY PAR	T-38	245.99	0.00	245.99	0.00	0.00	24
Year Total:		52,612.24	0.00	52,612.24	0.00	0.00	1,6
Total of All Funds:		477,830.08	0.00	477,830.08	0.00	0.00	7,83

Attachment: Bill List 10-23-19 (2019-335 : Payment of Bills)

October 23, 2019 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 477,830.08
PMA	34,152.12
Parkmobile USA LLC	<u>3,755.80</u>
	<u>\$ 515,738.00</u>



RESOLUTION NO. 2019-336

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

APPOINTMENT TO THE BUSINESS ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Business Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2019 through December 31, 2019; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

follows:

1. A “Business Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Robin Elliott-Preston	12/31/2019
Jaime Soto	12/31/2019

3. A certified copy of this Resolution shall be provided to all appointed members and Michael N. Capabianco, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-336 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

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

MELODY HARTSGROVE
DEPUTY CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



CITY COUNCIL
JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME Robin Elliott-Preston
HOME ADDRESS 1101 3rd Ave Asbury Park, N.J. 07712
PHONE 908.309-6728 EMAIL robeansbeans@gmail.com

Do you reside within the City of Asbury? ☒ Yes ☐ No

Are you 18 years of age or older? ☒ Yes ☐ No

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

BOT of Epiphany House and New Hope Foundation

EDUCATION Assoc in Applied Sciences Respiratory Care

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

A.P. Business Committee

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

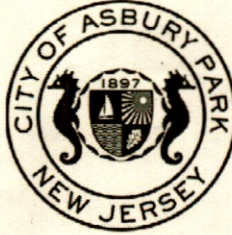
SIGNATURE

[Signature]

DATE

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



CITY COUNCIL

JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME Jaime Soto
HOME ADDRESS 2012 Oakhurst Parkway Oakhurst NJ 07755
PHONE 908433-8838 EMAIL jsoto@ctemc.org

Do you reside within the City of Asbury? X Yes No

Are you 18 years of age or older? X Yes No

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

American Culinary Federation Vice President 6yrs
Hospitality Division Coordinator SKILL-USA 23yrs

EDUCATION AOS Culinary Art, BS Foodservice Management
MA - Educational Leadership

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

Currently Principal at Culinary Education Center Asbury Park.
Would like to get school more exposure & Have school more visible in commu

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

Hours of meetings may ~~something~~ ^{Conflict} with work schedule on
occasion

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE [Signature] DATE 10/20/2019



RESOLUTION NO. 2019-337

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

RESOLUTION APPROVING AN APPOINTMENT TO THE CITY OF ASBURY PARK GREEN TEAM

Whereas, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

Whereas, the Green Team will meet on a as needed basis; and

Whereas, the City Manager or his/her designee shall serve as chairperson.
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 following individual is hereby appointed to serve on the Green Team for a period as needed: **Michael Castellano**
2. That a certified copy of this Resolution shall be provided to Michael Capabianco, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-337 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

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

MELODY HARTSGROVE
DEPUTY CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



CITY COUNCIL
JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME Michael Castellano

HOME ADDRESS 625 Cookman Avenue Asbury Park, NJ 07712

PHONE 908-357-3154 **EMAIL** chair@jerseyshore.surfrider.org

Do you reside within the City of Asbury? ☒ Yes ☐ No

Are you 18 years of age or older? ☒ Yes ☐ No

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

Current chair of the Surfrider Foundation Jersey Shore Chapter

EDUCATION Bachelor's degree in Business & Bachelor's degree in Environmental Science

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

Green Team Committee

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

None

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE  **DATE** 10/16/19

Attachment: Michael Castellano Green Team Committee Application (2019-337 : Resolution Approving an Appointment to The City of Asbury

GUIDELINES FOR APPLYING FOR A BOARD, COMMITTEE OR COMMISSION

1. Please submit one application per Board, Committee or Commission.
2. The application will be kept on file for 2 years.
3. The application information you have submitted is considered public record.
4. In accordance with the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., annual Financial Disclosure Statements must be filed by elected officials, certain government employees and members of the Housing Authority, Recreation Commission, Planning Board, Zoning Board of Adjustment, Library Board Trustees.
5. Applications must be returned to the City Clerk's office:
 - In person, Monday through Friday, 9am to 430pm
 - By mail, to the City Clerk of the City of Asbury Park, One Municipal Plaza, Asbury Park, New Jersey, 07712
 - By email, to the City Clerk at cindy.dye@cityofasburypark.com



RESOLUTION NO. 2019-338

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO ACTION TITLE RESEARCH

WHEREAS, on the City has a need for a title search for the City Hall and Transportation Lots in conjunction with the exploration of building a public parking garage; and

WHEREAS, the Action Title Research has submitted the attached proposal at a cost of \$6,500.00 with a deposit of \$3,250.00 required; and

WHEREAS, professional services is exempt from public bidding under N.J.S.A. 40A:11-5(1)(a)(1); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 9-01-20-100-000-201; 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 Action Title Research a professional services contract for services and costs as outlined in the attached.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-338 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



October 18, 2019

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Re: Deed Research - City of Asbury Park Municipal Complex and Asbury Park Transportation Center,
Monmouth County

To whom it may concern,

We are writing this letter in regard to a title research inquiry for 2 properties in the City of Asbury. On Monday, October 14th we were contacted by Maria Varela of Prestige Title Agency and Michael Finnegan of T&M Associates in an effort to obtain a quote to produce a title report (with easements and restrictions) for Lot 1 in Block 2401 and Lot 1 in Block 2408. The land is owned by the City of Asbury Park and is the location of their municipal complex as well as the Asbury Park Transportation Center. We estimate both searches to cost \$6,500 plus copy costs (1ST 50 copies free, \$.25 per page thereafter) and 3 weeks for completion. This estimate is a combined price for both properties. We formerly request a deposit of 50% or \$3,250 to begin working on these files. We appreciate and value your business and are looking forward to the opportunity of working with you on this project.

Thank You,

A handwritten signature in black ink, appearing to read "Joseph Antonino".



RESOLUTION NO. 2019-339

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

AUTHORIZING APPOINTMENTS TO THE PUBLIC ART COMMISSION

WHEREAS, pursuant to Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Public Art Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Public Art Commission for the term referenced:

Appointee
Sancha K. Gray

Term to Expire
December 31, 2020

BE IT FURTHER RESOLVED, that the Committee shall operate in accordance with the provisions set forth in Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to each appointed member and Michael Capabianco, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-339 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

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

MELODY HARTSGROVE
DEPUTY CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



CITY COUNCIL
JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME Sancha K. Gray
HOME ADDRESS 220 4th Ave. Apt. #20
PHONE 732-516-8822 EMAIL pcsggray@gmail.com

Do you reside within the City of Asbury? ☒ Yes ☐ No

Are you 18 years of age or older? ☒ Yes ☐ No

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

President, Greater Asbury Park Democratic Club;
AP School District Superintendent

EDUCATION BA. Kean University; MA NJ City
University

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

Arts Commission

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

No known conflict

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE

Sancha K. Gray

DATE

10/16/19



RESOLUTION NO. 2019-340

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

RESOLUTION AUTHORIZING AND APPROVING THE SUBMITTAL OF A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE BOND STREET IMPROVEMENTS PROJECT.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Asbury Park, Monmouth County, New Jersey, does hereby formally approve the grant application for the above stated project.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor, City Council, City Manager, City Engineer and City Clerk are hereby authorized to submit an electronic grant application identified as MA-2020-Bond Street Improvements-00405 to the New Jersey Department of Transportation on behalf of the City of Asbury Park.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor, City Manager, and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Asbury Park and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-340 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-45**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK
REGARDING TRAFFIC AND PARKING REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance and are set forth as Exhibit A; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code 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, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as attached as Exhibit A.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-45 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-41 METERED PARKING.**7-41.3 On-Street Metered Parking Schedules; Rates and Regulations.***a. On-Street Metered Parking.*

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14, No.)

On-Street Metered Parking Schedule (Subsection 7-41.3,a)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Asbury Avenue (Ord. No. 2017-14)	Ocean Avenue	Heek Street <u>Grand Avenue</u>	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
First Avenue (Ord. No. 2017-14)	Ocean Avenue	Bergh Street <u>Grand Avenue</u>	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Third Avenue (Ord. No. 2017-14)	Ocean Avenue	Bergh Street <u>Grand Avenue</u>	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
<u>Bergh Street</u>	<u>Asbury Avenue</u>	<u>Fifth Avenue</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>Yes – Zone restricted</u>	<u>Yes – Zone restricted</u>	<u>Yes</u>
Heck Street (Ord. No. 2015-25 § 7; Ord. No. 2017-14)	Sewall Avenue	Asbury-First Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Emory Street (Ord. No. 2017-14)	Summerfield <u>Monroe Avenue</u>	Lake Avenue	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes

b. *On-Street Metered Parking Rate Schedules Adopted.*

The parking rate schedules for on-street metered parking as set forth below are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14)

On-Street Metered Parking Rate Schedules
(Subsection 7-41.3,b)

Metered Parking Rates- Peak Season (May-April 15th - September-October 15th) (Subsection 7-41.3,b)				
Days	Times	Waterfront <u>Zone</u> (Kingsley Street, Ocean Avenue, and the streets between) <u>#33300</u>	Downtown <u>Zone</u> (Cookman Avenue, Lake Avenue, and the streets between) <u>#33100</u>	All-Other Areas <u>Central</u> <u>Zone #33200</u>
Monday-Thursday (Ord. No. 2017-14)	9:00 am - 2:00 am	\$2/hour	\$1/hour	\$1/hour
Friday	9:00 am - 5:00 pm	\$2/hour	\$2 1/hour	\$2 1/hour
Friday (Ord. No. 2017-14)	5:00 pm - 2:00 am	\$2/hour	\$2/hour	\$2/hour
Saturday- Sunday (Ord. No. 2017-14)	9:00 am – 2:00 am	\$2/hour	\$2/hour	\$2/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14)

Metered Parking Rates – Non-Peak Season (September 16th – November 15th, March 15th – May 14th) (Subsection 7-41.3,b)				
Days	Times	Waterfront (Kingsley Street, Ocean Avenue, and the streets between)	Downtown (Cookman Avenue, Lake Avenue, and the streets between)	All-Other Areas
Monday- Thursday	9:00 am– 2:00 am	\$1/hour	\$1/hour	\$0.50/hour
Friday (Ord. No. 2017-14)	9:00 am– 5:00 pm	\$1/hour	\$1/hour	\$0.50/hour
Friday (Ord. No. 2017-14)	5:00 pm– 2:00 am	\$2/hour	\$2/hour	\$1/hour

Saturday-Sunday (Ord. No. 2017-14)	9:00 am – 2:00 am	\$2/hour	\$2/hour	\$1/hour
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~~(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14)~~

Metered Parking Rates - Winter-Off-Peak Season (November-October 16th- March-April 14th) (Ord. No. 2017-14) (Subsection 7-41.3,b)				
Days	Times	Waterfront (Kingsley Street, Ocean Avenue, and the streets between)	Downtown (Cookman Avenue, Lake Avenue, and the streets between)	All Other Areas
Monday-Thursday (Ord. No. 2017-14)	9:00 am - 2:00 am	\$0.50/hour	\$0.50/hour	\$0. 25 <u>50</u> /hour
Friday (Ord. No. 2017-14)	9:00 am - 5:00 pm	\$0.50/hour	\$0.50/hour	\$0. 25 <u>50</u> /hour
Friday (Ord. No. 2017-14)	5:00 pm - 2:00 am	\$2/hour	\$2/hour	\$1/hour
Saturday-Sunday (Ord. No. 2017-14)	9:00 am – 2:00 am	\$2/hour	\$2/hour	\$1/hour

(Ord. No. 2017-14)

7-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

Residential and employee permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

7-41.5 Residential and Employee Permit Schedules, Fees and Regulations – Continued							
Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
Zone 1	Eighth Avenue (Ord. No. 2017-42)	Park-Grand Avenue	Webb Street	Both	Residential – Only North Side	No	Yes – Zone restricted
Zone 2	Asbury Avenue (Ord. No. 2017-42)	Ocean Avenue	Heek Street <u>Grand Avenue</u>	Both	All Times (Residential), 9:00 am – 6:00 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7 Day	Yes – Zone restricted

Zone 2	First Avenue (Ord. No. 2017-42)	Ocean Avenue	Bergh Street <u>Grand Avenue</u>	Both	All Times (Residential), 9:00 am – 6:00 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Heck Street (Ord. No. 2017-14)	Asbury-First Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
<u>Zone 2</u>	<u>Bergh Street</u>	<u>Asbury Avenue</u>	<u>Fifth Avenue</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 6:00pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
Zone 3	Third Avenue (Ord. No. 2017-14)	Ocean Avenue	Bergh Street <u>Grand Avenue</u>	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Emory Street (Ord. No. 2017-42)	Summerfield <u>Monroe Avenue</u>	Bangs Avenue	Both	<u>All Times (Residential), 9:00 am – 6:00 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u> 10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
<u>Zone 4</u>	<u>Monroe Avenue</u>	<u>Grand Avenue</u>	<u>Emory Street</u>	<u>Both</u>	<u>Resident-Only – South Side</u>	<u>No</u>	<u>Yes – Zone restricted</u>
Zone 4	Lake Avenue (Ord. No. 2017-42)	Bond Street	Heck Street	Both	All Times (Residential), 9:00 am – 6:00 pm (5-Day Employee), 9:00 am – 2:00 am <u>Monday – Thursday</u> (7-Day Employee), <u>9:00 am – 6:00pm Friday (7-Day Employee)</u>	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Summerfield Avenue (Ord. No. 2017-14)	Main Street	Grand Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am <u>Monday – Thursday</u> (7-Day	5-Day, 7-Day	Yes – Zone restricted

					Employee), <u>9:00 am – 6:00 pm Friday (7-Day Employee)</u>		
Zone 4	Grand Avenue (Ord. No. 2017-42)	Monroe Avenue	Lake Avenue	Both	All Times (Residential, 9:00 am – 6:00 pm (5-Day Employee), 9:00 am – 2:00 am <u>Monday – Thursday</u> (7-Day Employee), <u>9:00 am – 6:00 pm Friday (7-Day Employee)</u>)	5-Day, 7-Day	Yes – Zone restricted

All permits are valid from the time of purchase through the end of the calendar year. The following fee schedule for residential and employee permits is hereby approved and adopted for use within the various Zones of the City described above.:

a. *Fees for Residential Parking Permits.*

1. Zones 1, 2, and 3: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3); and \$180/year (Permit #4).
2. Zone 4 –Bangs Avenue Parking Garage - \$75/month.
3. Zone 4 - \$90/year (Permit #1); \$120/year (Permit #2). (Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02)

b. *Fees for Employee Parking Permits.*

1. 5-day permit: ~~\$120/year, or~~ \$40/quarter; and
 2. 7-day permit: ~~\$180/year, or~~ \$60/quarter.
- (Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02; Ord. No. 2016-25, 2017-42)

c. *Residential Parking Permit Regulations.*

Residential parking permits shall be limited to residents in Zones 1, 2, 3, and 4, as defined in section 7-41.5, that meet the proof of residency requirements in section 7-41.5(d) and demonstrate lack of access to available off-street parking (garage, driveway, surface lot, or other off-street parking), subject to City verification.

In circumstances where more than one (1) resident driver with a vehicle provides proof of residency for the same dwelling unit, residential parking permits can be awarded to each additional resident driver with vehicle, subject to City verification. A maximum of four (4) permits per dwelling unit may be issued for Zones 1, 2, and 3, assuming no off-street parking option is available to the dwelling unit. A maximum of two (2) permits per dwelling unit may be issued for Zone 4, assuming no off-street parking option is available to the dwelling unit.

Access to off-street parking is defined as the ability to purchase, rent or otherwise utilize at least one (1) off-street parking space associated with a specific dwelling unit or when a dwelling

unit has a driveway, garage, or other off-street parking space. A garage shall be considered as one off-street parking space even if it is utilized as storage. Dwelling units with access to at least one (1) available off-street parking space shall be handled in the following manner:

- i. One (1) vehicle must utilize the off-street parking option. If there is only one (1) resident driver in a dwelling unit and off-street parking is available, the resident is not eligible for a residential parking permit.
- ii. Zone 1, 2, and 3: In circumstances where more than one (1) resident driver with a vehicle provides proof of residency for the same dwelling unit, residential parking permits can be awarded to each additional resident driver with vehicle, subject to City verification. A maximum of three (3) permits per dwelling unit may be issued, assuming that the first vehicle utilizes the off-street parking option.
- iii. Zone 4: In circumstances where more than one (1) resident driver with a vehicle provides proof of residency for the same dwelling unit, a residential parking permit can be awarded to one (1) additional resident driver with vehicle, subject to City verification. A maximum of one (1) permit per dwelling unit may be issued, assuming that the first vehicle utilizes the off-street parking option.

Each residential parking permit shall have no more than three (3) vehicle license plates registered to any one (1) parking permit. During the peak season (April 15th – October 15th), no more than one vehicle per permit may be parked on the street at any one time. During the off-peak season (October 16th – April 14th), each vehicle assigned to a permit may be parked on the street without penalty.

If there are extenuating circumstances, a resident may file a letter of appeal for review by the City Manager, Transportation Manager and/or Parking Committee.

d. *Proof of Residency for Residential Parking Permits.*

Legal proof of residence or employment shall be required for all permits.

For residential permits, applicants must provide the following documents for all resident drivers required in order to obtain a permit:

1) Proof of Residency:

Applicants must provide at least one of the following:

- i. Copy of the deed for the property showing the applicant's name
- ii. Copy of the most recent mortgage payment for the property at the same Asbury Park address in the applicant's name
- iii. Copy of the most recent tax or sewer bill issued by the City of Asbury Park for the same Asbury Park address in the applicant's name
- iv. Copy of the original lease or rental agreement showing the applicant's name as a current renter, signed by the applicant, valid for at least six (6) months from the time of application AND valid NJ Driver's license with the same Asbury Park address on the license or one (1) utility (gas or electric) or cable/internet bill issued in the past 90 days which indicates the applicant lives at the same Asbury Park address or one (1) item of First class mail received from any federal, state,

~~or local government agency within the past six months for same legal residential Asbury Park address in the applicant's name~~

- v. Valid NJ Driver's license with the same Asbury Park address on the license AND one (1) utility (gas or electric) or cable/internet bill issued in the past 90 days which indicates the applicant lives at the same Asbury Park address or one (1) item of First class mail received from any federal, state, or local government agency within the past six months for same legal residential Asbury Park address in the applicant's name
 - vi. Copy of the Certificate of Occupancy issued by the City of Asbury Park listing the applicant as a resident at the same legal residential Asbury Park address AND valid NJ Driver's license with the same Asbury Park address on the license or one (1) utility (gas or electric) or cable/internet bill issued in the past 90 days which indicates the applicant lives at the same Asbury Park address or one (1) item of First class mail received from any federal, state, or local government agency within the past six months for same legal residential Asbury Park address in the applicant's name
 - vii. Two (2) utility (gas or electric) or cable/internet bills issued in the past 90 days which indicates the applicant lives at the same Asbury Park address AND a bank account in the applicant's name for the same Asbury Park address
 - viii. Marriage license indicating the applicant is married to a resident of Asbury Park who has provided sufficient proof of residency outlined herein AND one (1) utility (gas or electric) or cable/internet bill issued in the past 90 days which indicates the applicant lives at the same Asbury Park address or a bank account in the applicant's name for the same Asbury Park address
 - ix. Under rare, extenuating circumstances, other appropriate documentation sufficient for establishing residency of an individual may be permitted (upon approval of the City Manager or his designee).
- 2) Valid Driver's license in the name of the applicant.

e. *Employee Parking Permit Regulations.*

Employee parking permits shall be allowed in Zones 1, 2, 3, and 4 in designated areas and can be purchased quarterly ~~or annually~~. For employee permits, applicant must provide the following documents:

1) Proof of Employment:

- a. Copy of Asbury Park mercantile license or State/Federal tax forms with an Asbury Park address for the business (business owners); or
- b. Current pay statements (2) from an Asbury Park employer or a notarized statement from the Asbury Park employer (employees).

Business owners and employees purchasing employee parking permits on a monthly basis are required to provide updated proof of employment at each renewal of the permit. Business owners/employers may purchase parking permits on behalf of their employees and assign up to two (2) vehicles to each permit. A lease agreement for rented office or retail space may substitute proof of ownership of a commercial space for an Asbury Park business. Concessions provided by businesses for the City

of Asbury Park may provide a copy of the concession agreement or contract with the City in order to obtain a parking permit.

2) Valid Driver's License in the name of the applicant.

i. Bangs Avenue Garage Parking Permit Regulations

- 1) Parking permits for access to the Bangs Avenue Garage are available to Zone 4 residents only. Proof of residency, vehicle ownership, and off-street parking availability must be provided in accordance with the Resident Parking Permit Regulations above.
- 2) Permit holders will be assigned parking spaces and are only permitted to park in the assigned space.
- 3) A minimum of three (3) months payment is required to obtain a Bangs Avenue Garage permit. Payments are made on a quarterly basis as follows: Quarter 1 – January 1st – March 31st, Quarter 2 – April 1st-June 30th, Quarter 3 – July 1st-September 30th, Quarter 4 – October 1st-December 31st. Payments can also be made for the calendar year. Permits must be renewed at least 5 days prior to the expiration date.
- 4) Vehicles must be parked head-in only. Vehicles backing in to parking spaces may be subject to penalty.
- 5) If a permit holder causes property damage to the garage or access gates, the permit holder is responsible for the cost of the damage, and access to the parking garage may be revoked.
- 6) Access to the garage, through use of the access card, may not be transferred to, or used by, any individual other than the individual that the permit is assigned to, nor used to park any other vehicle other than the one (1) vehicle assigned to the parking permit. Failure to comply may result in revocation of the Bangs Avenue Garage permit without refund, as well as denial of future permit access privileges.

7-41.8 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

- a. For time limit and expired metered parking for areas not covered in (b) below: ~~thirty-sixfifty~~ (\$~~3650~~.00) dollars.
- b. For expired metered parking in fifteen (15) minute zones: fifty-five (\$55.00) dollars.
- c. For parking in permit-only designated spaces without a permit: ~~fifty—one hundred~~ (\$~~10050~~.00) dollars.
- d. For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14)

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-34**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2019-7 (WHICH PROVIDES
FOR PARKING UTILITY IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
MARCH 13, 2019, TO INCREASE THE APPROPRIATION
BY \$135,000 AND TO INCREASE THE AUTHORIZATION
OF BONDS OR NOTES BY \$135,000**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS
FOLLOWS:**

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on March 13, 2019, numbered 2019-7 and entitled, "BOND ORDINANCE PROVIDING FOR PARKING UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$440,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

SECTION 2. For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$135,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$135,000 from \$440,000 and shall equal the amount of \$575,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby.

SECTION 3. (a) In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, additional negotiable bonds or notes of the City in the amount of \$135,000 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$135,000 from \$440,000 and shall equal the amount of \$575,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Original Ordinance, as amended and supplemented hereby, as the Parking Utility of the City of self-liquidating.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended and supplemented hereby, is equal to \$575,000.

(c) The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$575,000.

SECTION 4. The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the "Director of the Division of Local Government Services"), will be on file in the office of the Deputy Clerk and will be available for public inspection.

SECTION 5. The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed

duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$135,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

SECTION 6. Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.”

SECTION 7. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 8. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 8 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 9. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the

appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

SECTION 11. Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: August 14, 2019**

**MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park**

**ADOPTED ON SECOND READING
DATED: September 11, 2019**

**MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

**JOHN B. MOOR,
Mayor of the City of Asbury Park**

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: October 9, 2019

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

ADOPTED ON SECOND READING

DATED: October 23, 2019

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

JOHN B. MOOR,
Mayor of the City of Asbury Park

DATED: October 23, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2019-43**

**A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$30,000 FOR
COMPUTERS AND RELATED EQUIPMENT FOR THE POLICE DEPARTMENT**

BE IT ORDAINED, by the City Council of the City of Asbury Park in the County of Monmouth, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in Section 2 of this Ordinance are hereby respectively authorized as general improvements to be made by the City of Asbury Park, New Jersey, for the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes, said sum being inclusive of all appropriations therefore made thereof and amounting in the aggregate to \$30,000 which is now available in capital surplus.

SECTION 2. The City of Asbury Park, in the County of Monmouth, State of New Jersey, is hereby authorized to provide for the following:

Computers and related equipment for the Police Department \$30,000

SECTION 3. It is hereby determined and stated:

(a) That said purposes are not a current expense. That the same are improvements which the municipality may lawfully make and that no part of the cost of said improvements has been or shall be specifically assessed on properties specifically benefited.

(b) It is not necessary to finance said appropriations by the issuance of obligations by the City of Asbury Park pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriations thereof shall be available from capital surplus in the amount of \$30,000.

SECTION 4. The Capital Budget of the City of Asbury Park is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public inspection.

SECTION 5. The sum of \$30,000 is hereby appropriated for the aforementioned purposes.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriations, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-43 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-44**

AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY, APPROVING A LONG-TERM TAX EXEMPTION PURSUANT TO N.J.S.A. 40A:20-1 ET SEQ., AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FINANCIAL AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND 545 LAKE AVENUE URBAN RENEWAL LLC FOR PROPERTY LOCATED ON BLOCK 3105 (FORMERLY BLOCK 117) LOT 4.02 AS SHOWN ON THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK AND LOCATED IN THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA.

WHEREAS, in 2002, the City formally designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an “area in need of redevelopment” (the “**Central Business District**”); and

WHEREAS, on June 26, 2003 the City Council adopted Ordinance No. 2646 entitled “An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park” (the “**Ordinance**”) establishing, pursuant to the Act, a plan (the “**Central Business District Plan**” or the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, the 545 Lake Avenue Urban Renewal LLC (the “**Entity**”), through an affiliated entity known as Cookman Community Development Urban Renewal LLC (“**CCD**”), entered into a Entity Agreement with the City on November 10, 2010 (the “**Cookman RDA**”) which proposed development of the certain properties in the Central Business District then known as Block 117, Lots 4, 5, 6.01 and 7 and 10 (Lots 4, 5, 6.01 and 7 being described in the Cookman RDA as the “Lake Avenue Properties”), along with Block 117, Lots 6.02 and 10 being located in the Cookman Avenue Retail Core and known as the “**550 Cookman Avenue Site**”; and

WHEREAS, on June 12, 2017, CCD was granted both final site plan and minor subdivision approval permitting Block 3105 (formerly Block 117), Lot 4 within the Lake Avenue Properties to be subdivided from the 550 Cookman Avenue Site into new Lots 4.01 and 4.02, and to permit the construction of the Lake Avenue Project (hereinafter defined) on the newly subdivided Lot 4.02 (the “**Lake Avenue Property**” or the “**Property**”) as therein described; and

WHEREAS, the Lake Avenue Property situated in the Central Business District has been previously been used as an open parking lot for the 550 Cookman Avenue Site; and

WHEREAS, the Entity, having obtained site plan and subdivision approval for the Lake

Avenue Property (the “**Planning Board Approvals**”), intends to move forward with the development of the Lake Avenue Property which includes: (1) the renovation and improvement of on-site sidewalks and landscaping; (2) the construction and improvement on the 545 Lake Avenue lot to accommodate approximately 60 residential units; and (3) the provision of not less than 88 parking spaces on the Lake Avenue Property, including certain spaces to accommodate the residents of 550 Cookman who are currently using the Lake Avenue Property as surface parking; (4) a contribution to the City’s parking fund to reflect the remainder of the parking required on-site; and (5) other on-site and off-site improvements, all in accordance with the Planning Board Approvals (collectively, the “**Project**”); and

WHEREAS, the Entity on August 23, 2018 filed a Complaint for Declaratory Judgment with the Superior Court of State of New Jersey Law Division: Monmouth County (the “**Court**”) in order to compel the City to enter into a Redevelopment Agreement on the same terms and conditions as provided and required under the Cookman RDA, pursuant to Section 4.09(b) thereof; and

WHEREAS, on March 8, 2019, the Court issued an Order compelling the City to negotiate a Redevelopment Agreement in accordance with Section 4.09(b) of the Cookman RDA, and without additional restrictions sought by the City; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the City has agreed to enter into a Redevelopment Agreement with the Entity pursuant to Resolution No _____ (the “**Redevelopment Agreement**”); and

WHEREAS, the Entity has agreed to implement the Redevelopment Plan and in connection therewith, the Entity agreed to devote substantial funds to the completion of the Project; and

WHEREAS, the provisions of the Tax Exemption Law authorize the City to accept, in lieu of real property taxes, an Annual Service Charge (as defined below), to be paid to the City pursuant to the terms of a Financial Agreement (attached hereto as Exhibit A); and

WHEREAS, pursuant to N.J.S.A. 40A:20-8, the Entity filed an application with the City for approval of a long term tax exemption for the Project (attached hereto as Exhibit B, the “**Application**”); and

WHEREAS, in order to enhance the economic viability of, and opportunity for, a successful Project, the Parties wish to enter into a Financial Agreement governing payments required to be made to the City in lieu of conventional real estate taxes on the Project pursuant to the N.J.S.A. 40A:20-1 et seq. (the “**Tax Exemption Law**”); and

WHEREAS, the City made the following findings:

A. Relative benefits of the Project:

- i. Increase in ratables and budgetary income for the City from a series of underperforming properties;
- ii. Employment of 200+ persons during the construction phase;
- iii. Creation of 60 new residential units to bring people back to the City's Central Business District; and
- iv. Not less than 88 surface and/or stacked parking spaces.

B. Assessment of the importance of the tax exemption in obtaining development of the Project:

- i. Conventional taxation would reduce projected return on investment to a level that is not commensurate with private investment; and

NOW THEREFORE BE IT ORDAINED AND ENACTED by the City Council of the City of Asbury Park, County of Monmouth, New Jersey, as follows:

Section 1. The City makes the following findings:

A. Relative benefits of the Project when compared to the costs:

- i. Increase in ratables and budgetary income for the City from a series of underperforming properties;
- ii. Employment of 200+ persons during the construction phase;
- iii. Creation of 60 new residential units to bring people back to the City's Central Business District;
- iv. Not less than 88 surface and/or stacked parking spaces; and
- v. The City has determined that the benefits of the Project significantly outweigh the costs to the City.

B. Assessment of the importance of the tax exemption in obtaining development of the Project:

- 1. Conventional taxation would reduce projected return on investment to a level that is not commensurate with private investment; and

C. Based upon the above determinations by the City and the provisions of N.J.S.A. 40A:20-12, this Agreement contains appropriate tax exemption provisions and an appropriate Annual Service Charge schedule.

Section 2. The Application is hereby accepted and approved.

Section 3. The Financial Agreement shall be for a 21-year term with an annual service charge equal to 10% of the Annual Gross Revenue as set forth in the Financial Agreement.

Section 4. The Financial Agreement is hereby authorized to be executed and delivered on behalf of the City by the Mayor in substantially the form attached hereto as Exhibit A. The City Clerk is hereby authorized and directed to attest to the execution of the Financial Agreement by the Mayor and to affix the corporate seal of the City to the Financial Agreement.

Section 5. This ordinance shall take effect upon final passage and publication as required by law.

EXHIBIT A
FORM OF FINANCIAL AGREEMENT

EXHIBIT B**EXEMPTION APPLICATION**

217060213v2

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-44 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK

545 LAKE AVENUE URBAN RENEWAL LLC

Dated: _____, 2018

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FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter “**Agreement**” or “**Financial Agreement**”), is made this ____ day of _____, 2018, by and between

THE CITY OF ASBURY PARK (the “**City**”), a municipal corporation of the State of New Jersey, in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

AND

545 LAKE AVENUE URBAN RENEWAL LLC (the “**Entity**” or “**545 Lake**”, and together with the City, the “**Parties**”), a Limited Liability Company of the State of New Jersey, with principal offices located at 165 West 73rd Street, New York, New York, ATTN: Carter Sackman, Managing Member.

WITNESSETH:

WHEREAS, in 2002, the City formally designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an “area in need of redevelopment” (the “**Central Business District**”); and

WHEREAS, on June 26, 2003 the City Council adopted Ordinance No. 2646 entitled “An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park” (the “**Ordinance**”) establishing, pursuant to the Act, a plan (the “**Central Business District Plan**” or the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, the Developer, through an affiliated entity known as Cookman Community Development Urban Renewal LLC (“**CCD**”), entered into a Redeveloper Agreement with the City on November 10, 2010 (the “**Cookman RDA**”) which proposed development of the certain properties in the Central Business District then known as Block 117, Lots 4, 5, 6.01 and 7 and 10 (Lots 4, 5, 6.01 and 7 being described in the Cookman RDA as the “Lake Avenue Properties”), along with Block 117, Lots 6.02 and 10 being located in the Cookman Avenue Retail Core and known as the “**550 Cookman Avenue Site**”; and

WHEREAS, on June 12, 2017, CCD was granted both final site plan and minor subdivision approval permitting Block 3105 (formerly Block 117), Lot 4 within the Lake Avenue Properties to be subdivided from the 550 Cookman Avenue Site into new Lots 4.01 and 4.02, and to permit the construction of the Lake Avenue Project (hereinafter defined) on the newly subdivided Lot 4.02 (the “**Lake Avenue Property**” or the “**Property**”) as therein described; and

WHEREAS, the Lake Avenue Property situated in the Central Business District has been previously been used as an open parking lot for the 550 Cookman Avenue Site; and

WHEREAS, the Developer, having obtained site plan and subdivision approval for the Lake Avenue Property (the “**Planning Board Approvals**”), intends to move forward with the

development of the Lake Avenue Property which includes: (1) the renovation and improvement of on-site sidewalks and landscaping; (2) the construction and improvement on the 545 Lake Avenue lot to accommodate approximately 60 residential units; and (3) the provision of not less than 88 parking spaces on the Lake Avenue Property, including certain spaces to accommodate the residents of 550 Cookman who are currently using the Lake Avenue Property as surface parking; (4) a contribution to the City's parking fund to reflect the remainder of the parking required on-site; and (5) other on-site and off-site improvements, all in accordance with the Planning Board Approvals (collectively, the "**Project**"); and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the City and the Redeveloper have entered into that certain redevelopment agreement dated [____], 2018 (the "**Redevelopment Agreement**"); and

WHEREAS, the Redeveloper has agreed to implement the Redevelopment Plan and in connection therewith, the Redeveloper agreed to devote substantial funds to the completion of the Project; and

WHEREAS, in order to enhance the economic viability of, and opportunity for, a successful Project, the Parties wish to enter into this Agreement governing payments required to be made to the City in lieu of conventional real estate taxes on the Project pursuant to the Tax Exemption Law; and

WHEREAS, the provisions of the Tax Exemption Law authorize the City to accept, in lieu of real property taxes, an Annual Service Charge (as defined below), to be paid by the Entity to the City; and

WHEREAS, pursuant to *N.J.S.A. 40A:20-8*, the Entity filed an application with the City for approval of a long term tax exemption for the Project (attached hereto as Exhibit 3, the "**Application**"); and

WHEREAS, the City made the following findings:

- A. Relative benefits of the Project:
 - i. Increase in ratables and budgetary income for the City from a series of underperforming properties;
 - ii. Employment of 200+ persons during the construction phase;
 - iii. Creation of 60 new residential units to bring people back to the City's Central Business District; and
 - iv. Not less than 88 surface and/or stacked parking spaces.
- B. Assessment of the importance of the tax exemption in obtaining development of the Project:

- i. Conventional taxation would reduce projected return on investment to a level that is not commensurate with private investment; and

WHEREAS, on _____, 2018, the City Council adopted an Ordinance (attached hereto as Exhibit 2, the “**Ordinance**”) approving the Application, including the Annual Service Charge, and authorizing the execution of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I.

GENERAL PROVISIONS

Section 1.01 Governing Law

This Financial Agreement shall be governed by the provisions of (a) the Exemption Law, the Redevelopment Law and such other statutes of the State of New Jersey as may be the sources of relevant authority, and (b) the Ordinance. It is expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.02 General Definitions

The following terms shall have the meaning assigned to such term in the preambles hereof:

Agreement	Planning Board Approvals
City	Property
Entity	Redeveloper
Financial Agreement	Redevelopment Agreement
Governing Body	Redevelopment Area
Ordinance	Redevelopment Law
Parties	Redevelopment Plan
Project	Tax Exemption Law

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of *N.J.S.A. 40A:20-3(c)*.

Allowable Profit Rate – The allowable profit rate as defined in *N.J.S.A. 40A:20-3(c)*.

Annual Gross Revenue – The annual gross rents, and other income, received by the Entity as defined by *N.J.S.A. 40A:20-3*.

Annual Service Charge – The payment by the Entity pursuant to Article IV herein of such amounts with respect to the Improvements (but not the Land) for the Project, which is in lieu of any taxes on the Improvements (as defined below) pursuant to *N.J.S.A. 40A:20-12* and shall be paid on the Annual Service Charge Payment Dates, prorated according to the number of days remaining in the year in which this Agreement begins and the year in which this Agreement terminates.

Annual Service Charge Payment Dates – means February 1, May 1, August 1 and November 1 of each year commencing on the Annual Service Charge Start Date, and continuing through the Term of this Agreement set forth at Article III hereof.

Annual Service Charge Start Date – shall mean the first day of the month following the date that is the earlier of: (i) the Substantial Completion of the Project; (ii) the issuance of a Certificate of Occupancy for the Project; or (iii) the issuance of a Certificate of Completion for the Project.

Applicable Law - shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements that are, from time to time, applicable to the Project and/or the Project, as the case may be.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)(2)*. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State of New Jersey.

Certificate of Completion - means a certificate or certificates, issued by the City certifying that the Redeveloper has performed its duties and obligations under the Redevelopment Agreement and the Redevelopment Plan with respect to the Project.

Certificate of Occupancy - means a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the City authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

Change in Law - means the enactment, promulgation, modification or repeal of Applicable Law, including without limitation, the Tax Exemption Law, the Redevelopment Law or other similar statute with respect to the matters addressed by the terms of this Agreement and/or the transactions contemplated hereby.

Chief Financial Officer - means the chief financial officer of the City.

City Manager – means the City Manager of the City of Asbury Park.

Completion, Complete or Completed - means with respect to the Project that all work related to the Project in its entirety or any other work or actions to which such term is applied has been Substantially Completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Law so that (i) the Project in its entirety may, in all respects, be used and operated under the applicable provisions of the Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed.

County – means the County of Monmouth.

County Share – means five percent (5%) of the Annual Service Charge received by the City, which shall be payable to the County in accordance with the provisions of *N.J.S.A. 40A:20-12*.

Default - means a breach or failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or any material obligation imposed upon the Entity under Applicable Law, beyond any applicable notice, grace or cure periods.

Disclosure Statement – as defined in Section 7.02(C) hereof.

Exhibit(s) - means any exhibit attached hereto which shall be deemed to be a part of this Agreement, as if set forth in full in the text hereof.

Financial Plan – As defined in Section 2.06 hereof.

Improvements - Any building, structure or fixture permanently affixed to the Property as part of the Project, which, as of the date of this Agreement, would be fixed as real property under *N.J.S.A. 54:4-1*.

In Rem Tax Foreclosure – means a summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A. 54:5-1 et seq.*

Land Taxes – mean the amount of taxes assessed on the value of the Property on which the Project is located.

Land Tax Payments – mean payments made on the quarterly due dates for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – as defined in Section 4.04.

Minimum Annual Service Charge – means an amount not less than conventional taxes due and owing in last year that the Property was subject to conventional taxation. The Minimum Annual Service Charge is: [_____]. [To be provided by the tax assessor.]

Net Profit – means the Gross Revenue of the Entity pertaining to the Project, less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*.

Project Completion Date(s) - means the dates by which the Project shall be Completed, as set forth on Exhibit 5 hereto.

State – means the State of New Jersey.

Substantial Completion – means the date the work related to the Project or a portion thereof is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement to permit occupancy or utilization for its intended use. The issuance of a temporary Certificate of Occupancy shall be conclusive proof that the Project has reached Substantial Completion.

Tax Assessor - means the City tax assessor.

Tax Collector - means the City tax collector.

Tax Sale Law - means *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination – means the expiration of the term of this Agreement or any action or omission, including Default, which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

Total Project Cost – includes the costs of: i) the acquisition of the Property; ii) architect, engineering, surveying and attorneys fees payable in connection with the planning, construction and financing of the Project; iii) actual construction costs, including only the cost of labor and materials in the construction of the buildings and structures, as certified by a qualified architect or engineer; and iv) site preparation expenses and insurance, interest, financing costs, real property taxes and other like expenses incurred prior to the date of Completion of the Improvements.

Transferee Agreement – as defined in Section 8.01(A) hereof.

Section 1.03 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Financial Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) This Agreement shall become effective upon its execution and delivery by the parties hereto.

(h) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE II.

APPROVAL

Section 2.01 Approval of Tax Exemption. Pursuant to the Ordinance, the Project to be constructed and maintained by the Entity on the Property shall be exempt from taxation as provided for herein and in the Tax Exemption Law. In accordance with *N.J.S.A. 40A:20-12*, the tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Agreement.

Section 2.02 Approval of Entity. The Entity represents that its Certificate of Formation as attached hereto as Exhibit 4 contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

Section 2.03 Improvements to be Constructed. The Entity represents that it will construct the Project in accordance with the Redevelopment Plan, the Redevelopment Agreement and Applicable Law, the use of which Project is more specifically described in the Application.

Section 2.04 Construction Schedule. The Entity agrees to make commercially reasonable efforts to commence construction and complete the Project in accordance with the Estimated Construction Schedule attached hereto as Exhibit 5.

Section 2.05 Ownership, Management and Control. The Entity represents that it is the owner of the Property upon which the Project is to be constructed and which is the subject of this Agreement. It will lease the Project in its entirety to an operating entity (the “**Project Lease**”) in return for the lease payments set forth at Schedule A hereto.

Section 2.06 Financial Plan. The Entity represents that the Improvements shall be financed substantially in accordance with the Financial Plan attached hereto as Exhibit 6 (the “**Financial Plan**”). The Financial Plan sets forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization. The Entity further represents that its good faith projections of the initial rents or lease terms (as applicable) are set forth in Exhibit 6 attached hereto.

ARTICLE III.

DURATION OF AGREEMENT

It is understood and agreed by the parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect for the earlier of: (i) twenty-five (25) years from the date of execution of this Agreement; or (ii) twenty-one (21) years from the issuance of the initial Certificate of Occupancy for the Project. The tax exemption shall continue in force only while the Project is owned by a corporation, association or other entity formed and operating under the Tax Exemption Law. At the expiration of the term hereof or upon Termination, the tax exemption for the Project shall expire and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City. After expiration of the term hereof, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

ARTICLE IV.

ANNUAL SERVICE CHARGE

Section 4.01 Consent of Redeveloper to Annual Service Charge. The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens established in this Agreement, and the Redeveloper shall not contest the validity or amount of any such lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of Entity as an “urban renewal entity” qualified under and as defined in the Tax Exemption Law, or any violation by the City of any provisions of this Financial Agreement, termination of the Redevelopment Agreement or failure of the Redeveloper to complete the Project. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by law.

Section 4.02 Quarterly Installments. After the Annual Service Charge Start Date, the Entity agrees that payment of the Annual Service Charge shall be paid to the City on a quarterly basis on February 1, May 1, August 1, and November 1. In the event that Entity fails to timely pay any installment, the amount past due shall bear the rate of interest permitted under applicable State law and then being assessed by the City against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

Section 4.03 Annual Service Charge. (a) Commencing on the Annual Service Charge Start Date, the Entity shall pay the Annual Service Charge to the City or its designee in accordance with the schedule set forth in Section 4.02.

(b) Upon the Annual Service Charge Start Date, the Annual Service Charge will be the greater of: (i) the Minimum Annual Service Charge; (ii) twenty percent of the conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(c) Beginning in the sixteenth (16th) year following the Annual Service Charge Start Date the Annual Service Charge for the Project will be the greater of: (i) the Minimum Annual Service Charge; (ii) forty percent of conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(d) Beginning in the eighteenth (18th) year following the Annual Service Charge Start Date the Annual Service Charge for the Project will be the greater of: (i) the Minimum Annual Service Charge; (ii) sixty percent of conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(e) Beginning in the twentieth (20th) year following the Annual Service Charge Start Date, the Annual Service Charge for the Project will be the greater of: (i) the Minimum Annual Service Charge; (ii) eighty percent of conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(f) In accordance with N.J.S.A. 54:3-21(b), no tax appeal shall be cognizable during the term of this Agreement.

Section 4.04 Material Conditions. It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

Section 4.05 No Reduction in Payment of the Annual Service Charge. Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.03 hereof shall be reduced, amended or otherwise modified during the Term of this Agreement except as set forth herein.

Section 4.06 Security for Payment of Annual Service Charges. In order to secure the full and timely payment of the Annual Service Charges, the City reserves the right to prosecute an In Rem Tax Foreclosure action against the Property as more fully set forth in this Agreement.

Section 4.07 Land Taxes. Land Taxes shall be separately assessed for the Property. The Parties hereby acknowledge that the calculation of the Annual Service Charge payable by the Entity hereunder includes a credit for the amount, without interest, of the real estate taxes on land paid by it in the last four preceding quarterly installments, as described at N.J.S.A. 40A:20-12(b).

Section 4.08 County Share Paid to the County. In accordance with the provisions of N.J.S.A. 40A:20-12, the City shall remit the County Share to the County.

Section 4.09 Project Lease. (a) The rent due under the Project Lease shall be no less than the amounts set forth at Schedule A hereto. The Entity shall not agree to any set-offs or credits that would reduce the rent due under the Project Lease to less than said amount.

(b) The rent due under the Project Lease shall commence on the Annual Service Charge Start Date.

(c) The Entity shall not amend or modify the Project Lease in a manner that reduces the Entity's payments of the Annual Service Charge as contemplated by this Agreement.

(d) If there is any default under the Project Lease, including a default in the payment of rent which as a result reduces the amounts paid by the Entity in Annual Service Charge, such default shall constitute a default of the Entity under this Agreement.

ARTICLE V.

REMEDIES FOR NON-PAYMENT

Section 5.01 Remedies. The City's customary tax payment enforcement proceedings will apply to the collection of any delinquent payment of the Annual Service Charge. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above, and the continuance of such Default after expiration of any notice, grace or cure periods under Applicable Law, the City in addition to its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by Applicable Law, including the Tax Sale Law, and any act supplementary or amendatory thereof, provided that it is understood and agreed that the City shall look solely to the estate and property of the Entity in the Project (including the rental income and insurance proceeds therefrom) for the satisfaction of the City's remedies for the collection of a judgment or other judicial process requiring the payment of money by the Entity in the event of any default or breach by the Entity with respect to any of the terms, covenants and conditions of this Agreement to be observed or performed by the Entity, and any other obligation of the Entity created by, under or as a result of this Agreement, and no other property or assets of the Entity, or of their partners, beneficiaries, shareholders, officers, directors, members, managers, tenants, principals, agents or attorneys (as the case may be) (in any of their capacities) shall be subject to service, levy, execution or other enforcement procedures for the satisfaction of the City's remedies. In no event shall the City name Entity's partners, members, shareholder's, officers, directors, managers, beneficiaries, tenants, shareholders, principals, agents or attorneys (in any of their capacities) to any suit or other proceeding to which the City and/or Entity are a party arising out of or relating to this Agreement.

(a) The City shall pursue the collection of delinquent payments of Annual Service Charge with the same diligence it employs in the collection of the City's general *ad valorem* real estate taxes, including the commencement of an In Rem Tax Foreclosure. The Parties understand and agree that the City's ordinary discretion in this regard allows it to decide not to expend resources to collect *de minimis* outstanding amounts.

(b) Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land.

ARTICLE VI.

CERTIFICATE OF OCCUPANCY

Section 6.01 Certificate of Occupancy. It is understood and agreed that it shall be the obligation of the Entity to obtain and the City to issue all Certificates of Occupancy in a reasonably timely manner.

Section 6.02 Filing of Certificate of Occupancy. The Entity shall file or cause to be filed with both the Tax Assessor and the Tax Collector a copy of the Certificate of Occupancy promptly upon receipt thereof by the Entity.

(a) Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action by the City, including, if appropriate, retroactive billing with interest for any charges determined to be due in the absence of such filing by the Entity.

ARTICLE VII.

ANNUAL AUDITS

Section 7.01 Accounting System. The Entity agrees to calculate its "Net Profit" pursuant to N.J.S.A. 40A:20-3(c).

Section 7.02 Periodic Reports.

(a) **Auditor's Report:** Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that this Agreement shall continue in effect, the Entity shall submit to the City Manager, the City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised its Auditor's Report for the preceding fiscal or calendar year. The Report shall clearly identify and calculate the Net Profit for the Entity, in accordance with N.J.S.A. 40A:20-15: i) during the previous year; and ii) on a cumulative basis from the inception of the Agreement through the conclusion of the previous year. The Entity assumes all costs associated with preparation of the periodic reports. All such periodic reports shall remain confidential except as otherwise required by law.

(b) **Total Project Cost Audit:** Within ninety (90) days after the Substantial Completion of the Project, the Entity shall submit to the City Manager, the City Council, the Tax

Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect utilizing the form attached hereto as Exhibit 7.

(c) **Disclosure Statement**: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest in the Project from the prior year's filing, the Entity shall submit to the City Manager, the City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project (each a "Disclosure Statement"), and the extent of the ownership interest of each and such additional information as the City may request from time to time.

(d) **Penalty for Late Filing**: For any report not filed timely in accordance with this Section, the City shall impose a penalty for late filing of \$100 for each business day that the report is delinquent.

Section 7.03 Inspection. The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the City, and the New Jersey Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. Such inspection shall be made upon reasonable prior written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

Section 7.04 Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. This calculation shall be completed in accordance with *N.J.S.A. 40A:20-3(c)*. Pursuant to *N.J.S.A. 40A:20-15*, the net profit shall be calculated for the period, taken as one accounting period, commencing on the date on which the Project is completed, and terminating at the end of the last full fiscal year.

(a) Pursuant to *N.J.S.A. 40A:20-15*, the Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 5% of the Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve. The reserve is to be noncumulative.

Section 7.05 Payment of Dividend and Excess Profit Charge. In the event the Net Profits of the Entity during the Term of this Agreement shall exceed the Allowable Net Profits for such period, then the Entity, within ninety (90) days after the termination of this Agreement shall pay such excess Net Profits to the City as an additional service charge. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A. 40A:20-3(c)* and *40A:20-15*.

ARTICLE VIII.

ASSIGNMENT AND/OR ASSUMPTION

Section 8.01 Approval of Sale of Project to an Entity Formed and Eligible to Operate Under Law.

(a) As permitted by N.J.S.A. 40A:20-10(c), upon written application by the Entity after completion of the Project, the City will consent to a sale to another urban renewal entity purchasing all or a portion of the Project in fee simple and the transfer of the tax exemption in this Agreement for the Project, or portion thereof (reflected in a new financial agreement incorporating all the terms of this Agreement for the period remaining on the tax exemption for the Project or portion thereof (the “**Transferee Agreement**”)), provided: (a) the transferee is a Permitted Successor (as such term is defined in the Redeveloper Agreement), and (b) (1) the transferee entity is formed and eligible to operate under the Tax Exemption Law; (2) the Entity is not then in Default of this Agreement or the Tax Exemption Law; (3) the Entity’s obligations under this Agreement as to the Project or portion thereof being transferred are fully assumed by the transferee entity in the Transferee Agreement; (4) the transferee entity agrees to all terms and conditions of this Agreement in the Transferee Agreement; and (5) the principal owners of the transferee entity possess substantially equal or greater business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The City shall, in good faith, in a prompt and timely manner reasonably cooperate with the Entity and the transferee entity and use its best efforts to review the written application of the Entity, review and approve the application for approval of the transferee entity pursuant to N.J.S.A. 40A:20-8, and negotiate and approve the Transferee Agreement. The then applicable Annual Service Charge for the Project or portion thereof will be paid by the transferee entity pursuant to the Transferee Agreement. In the event that the transfer contemplated in this Section 8.01(A) is for less than the whole of the Project, the Annual Service Charge to be paid each by the Entity and the transferee entity after the transfer shall be pro-rated based on the relative assessed value of the portion of the Project being transferred compared to the portion of the Project remaining with the Entity.

(b) The City may levy an administrative fee of two percent (2%) of the Annual Service Charge for the processing of a request to transfer as set forth above, if the proposed transferee entity is not affiliated with the Entity. No administrative fee shall be charged for the processing requests to transfer to affiliates of the Entity.

Section 8.02 Severability. It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the City Council by Ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Property which is basic to, embraced in, or underlying the exempted Improvements.

Section 8.03 Subordination of Fee Title. It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, to encumber and/or assign the fee title to the Property and/or the Project for purposes of (i) financing and/or refinancing the design, development and construction of, and/or capital improvements and/or repairs to, the

Project and (ii) permanent mortgage financing or other secured financing, and such encumbrance, lease or assignment shall not be deemed to be a violation of this Agreement.

Section 8.04 Deed Restriction. Upon execution of this Agreement, the Entity shall file a deed restriction on the Property in the form set forth as Exhibit 8 with the County Clerk reflecting that any transfer of the Property (except for a transfer permitted under this Article VIII) shall be void *ab initio*.

ARTICLE IX.

WAIVER

Section 9.01 Waiver. Except as may be specifically provided in this Agreement to the contrary, nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the City or the Entity of any rights and remedies provided by Applicable Law. Nothing herein shall be deemed to limit any right of recovery that the City or the Entity has under law, in equity, or under any provision of this Agreement.

ARTICLE X.

NOTICE

Section 10.01 Notice. Formal notices, demands and communications between the City and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

(a) Copies of all notices, demands and communications shall be sent as follows:

If to the City: **CITY OF ASBURY PARK**
Michael Capabianco, City Manager
One Municipal Plaza
Asbury Park, New Jersey 07712

with copies to: John Cantalupo, Esq.
Archer Law
10 Highway 35
Red Bank, New Jersey 07701
Facsimile Number (732) 345-8420

If to the Entity 545 Lake Avenue Urban Renewal LLC
c/o Sackman Enterprises, Inc.
165 West 73rd Street
New York, New York 10023

ATTN: Carter Sackman, Managing Member.
 Facsimile: (212)873-3012
 Email: c.sackman@sackman.com and
jwh@sackman.com

with copies to: David M. Weiner, Esq.
 Wachtel Missry LLP
 885 Second Avenue, 47th floor
 New York, New York 10017
 Facsimile No. (212) 909-9402
 Email: dweiner@wmlp.com

ARTICLE XI.

COMPLIANCE

Section 11.01 Statutes and Ordinances. The Entity hereby agrees at all times prior to the expiration or other Termination of this Financial Agreement to remain bound by the provisions of Applicable Law, including, but not limited to the Tax Exemption Law. The Entity's material failure to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement, subject to the provisions of Section 14.02 hereof.

ARTICLE XII.

CONSTRUCTION

Section 12.01 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

ARTICLE XIII.

INDEMNIFICATION

Section 13.01 Indemnification. It is understood and agreed that in the event the City shall be named as party defendant in any action brought against the City or Entity by allegation of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Entity shall indemnify and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or reasonable expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, *N.J.S.A. 40A:20-1 et seq.*, except for any gross misconduct or willful act of the City or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense and shall select counsel to defend the suit. However, the City maintains the

right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the Entity. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the City, and the Entity as to all claims indemnified in connection with this Agreement.

ARTICLE XIV.

DEFAULT

Section 14.01 Default. Default shall be failure of the Entity to materially conform to the terms of this Agreement and failure of the Entity to perform any material obligation imposed upon the Entity by Applicable Law beyond any applicable notice, cure or grace period.

Section 14.02 Cure Upon Default. Should the Entity be in Default of any obligation under this Agreement, the City shall notify the Entity and any mortgagee of the Entity in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity shall have thirty (30) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which default must be cured within ten (10) days). To the extent that the Entity is proceeding diligently and in good faith to cure a non-payment Default, the cure period shall be extended for ninety (90) days, or such other longer reasonable period as the City may determine in its sole discretion.

Section 14.03 Remedies Upon Default Cumulative; No Waiver. In the event of any uncured Default, the City shall have the right to proceed against the Property pursuant to applicable provisions of the law, including, with respect to a Default in payment of any installment of the Annual Service Charge, the right to proceed to In Rem Tax Foreclosure consistent with the Tax Sale Law and the Tax Exemption Law. No Default hereunder by the Entity shall terminate the long term tax exemption (except as described herein) and its obligation to make Annual Service Charges, which shall continue in effect for the duration set forth in Article III hereof and subject to Section 14.04 hereinafter.

(a) Subject to the provisions of Article V hereof and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the City, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

(b) In the event of a Default under of this Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, other than a dispute as to payment of the Annual Service Charge, then the Parties shall submit the dispute to the American Arbitration Association in the State of New Jersey to be determined in

accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Each Party shall bear its own costs for said arbitration.

Section 14.04 Termination Upon Default of the Entity. Subject to the provisions of Section 4.02, in the event the Entity fails to cure or remedy the Default within the time period provided in Section 14.02, the City may terminate this Agreement upon thirty (30) days, prior written notice to the Entity.

Section 14.05 Final Accounting. Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of *N.J.S.A. 40A:20-13* and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 14.06 Conventional Taxes. Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Property and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XV.

MISCELLANEOUS

Section 15.01 Conflict. The parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

Section 15.02 Oral Representations. There have been no oral representations made by either of the parties hereto which are not contained in this Agreement.

Section 15.03 Entire Document. All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Financial Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

Section 15.04 Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

Section 15.05 Recording. Upon the execution and delivery of this Agreement, the entire Agreement, including the Ordinance, shall be filed and recorded with the office of the Monmouth County Clerk by the Entity, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County as a municipal lien upon and a covenant running with the Property, including the Improvements related thereto.

Section 15.06 Municipal Services. Pursuant to *N.J.S.A. 40:67-23.1 et seq.*, the Entity and/or its successors (including without limitation any owner's or similar association) will be responsible to provide and/or pay for the following services:

(a) Water & Sewer. The Entity shall make payments for water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charge, as required by law.

(b) Nothing herein is intended to release Entity from its obligation to provide and pay for the services described herein. The City will not be responsible to provide or pay for any of the foregoing services.

Section 15.07 Financing Matters. The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Application.

Section 15.08 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.09 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

Section 15.10 Certification. The City Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a financial agreement with an urban renewal entity, i.e., the Entity, for the development of the Property, has been entered into and is in effect as required by N.J.S.A. 40A:20-1 *et seq.* Delivery by the City Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the Governing Body approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the City Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the clerk that the exemption has been terminated.

(a) Further, within ten (10) days of the execution of this Financial Agreement, the City Clerk shall provide a copy of the Financial Agreement and the Ordinance authorizing the same to the Monmouth County Counsel and the Monmouth County Chief Financial Officer for informational purposes in accordance with P.L. 2015, c. 247, Section 1, as codified in N.J.S.A. 40A:20-12.

Section 15.11 Application and Annual Administrative Fee. The City and Entity agree that the Entity shall pay to the City (i) a fee of two percent (2%) of the Annual Service Charge due in year one as a fee for processing the Application and (ii) an annual administrative fee equal to two percent (2%) of the Annual Service Charge due in the year in which the administrative fee is paid commencing on the Annual Service Charge Start Date and on each anniversary thereof during the Term.

ARTICLE XVI.

EXHIBITS AND SCHEDULES

The following Exhibits and Schedules are attached hereto and incorporated herein as if set forth at length herein:

Schedule A: Lease Payments

Exhibits:

1. Metes and Bounds Description of the Property;
2. Ordinance of the City Authorizing the Execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of Formation for the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the Undertaking of the Project;
7. Certification of Estimated Construction Costs; and
8. Deed Restriction on Transfer.

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

Attest:

The City of Asbury Park

Cindy Dye, City Clerk

By: _____
John Moor, Mayor

Date: _____

Witness/Attest:

545 Lake Avenue Urban Renewal LLC

By: _____
Carter Sackman, Manager

Date: _____

SCHEDULE A

Year	Master Lease Payment	10% Service Charge Payment	Administrative Fee
1	\$810,510.00	\$81,051.00	\$1,621.02
2	\$830,772.75	\$83,077.28	\$1,661.55
3	\$851,542.07	\$85,154.21	\$1,703.08
4	\$872,830.62	\$87,283.06	\$1,745.66
5	\$894,651.39	\$89,465.14	\$1,789.30
6	\$917,017.67	\$91,701.77	\$1,834.04
7	\$939,943.11	\$93,994.31	\$1,879.89
8	\$963,441.69	\$96,344.17	\$1,926.88
9	\$987,527.73	\$98,752.77	\$1,975.06
10	\$1,012,215.93	\$101,221.59	\$2,024.43
11	\$1,037,521.32	\$103,752.13	\$2,075.04
12	\$1,063,459.36	\$106,345.94	\$2,126.92
13	\$1,090,045.84	\$109,004.58	\$2,180.09
14	\$1,117,296.99	\$111,729.70	\$2,234.59
15	\$1,145,229.41	\$114,522.94	\$2,290.46
16	\$1,173,860.15	\$117,386.01	\$2,347.72
17	\$1,203,206.65	\$120,320.67	\$2,406.41
18	\$1,233,286.82	\$123,328.68	\$2,466.57
19	\$1,264,118.99	\$126,411.90	\$2,528.24
20	\$1,295,721.96	\$129,572.20	\$2,591.44
21	\$1,328,115.01	\$132,811.50	\$2,656.23
Total	\$22,032,315.45	\$2,203,231.55	\$44,064.63

EXHIBIT 1

Metes and Bounds Description of the Property

Ex 1 - 1

EXHIBIT 2

Ordinance Authorizing the Execution of this Agreement

EXHIBIT 3

Application with Exhibits

Ex 3 - 1

EXHIBIT 4

Certificate of Formation of the Entity

EXHIBIT 5

Estimated Construction Schedule

EXHIBIT 6

The Financial Plan for the Undertaking of the Project

EXHIBIT 7

Certification of Estimated Construction Costs
(to be provided by Project Architect or Engineer)

TOTAL PROJECT COST - *N.J.S.A. 40A:20-3h*

A.	Property	\$4,000,000.00
B.	Architects, engineers and attorney's fees paid or payable in connection with the planning, construction and financing of the project	\$310,000.00
C.	Surveying and testing	\$65,000.00
D.	Construction cost (to be certified by the architect or engineer)	\$10,766,000.00
E.	Insurance, interest and finance costs during construction	\$835,000.00
F.	Cost of obtaining initial permanent financing	\$230,000.00
G.	Commissions and other expenses payable in connection with initial leasing/sale	\$112,000.00
H.	Real estate taxes and assessments during the construction period	\$90,000.00
I.	Developer's overhead based on a percentage of (d) above, to be computed in accordance with percentage given in law (<u>N.J.S.A. 40A:20-3h</u>) (for projects over \$10,000,000 - 5%)	\$837,650.00
Total		\$17,245,650.00

The undersigned hereby certifies that the foregoing is the projected total project cost in regard to the Project referenced in this Financial Agreement.

By: _____

EXHIBIT 8

Deed Restriction on Transfer

217098134v1

Ex 8 - 1



Minutes
Meeting of the Municipal Council
Wednesday, October 23, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco, had no matters at this time.

Special Event Applications

Leesha Floyd reviewed the special events applications with the Mayor and Council.

Items to be presented by:

None at this time.

Review of Agenda Items for October 23 rd, Regular Meeting

City Manager Capabianco, reviewed the agenda for the October 23rd, regular meeting.

Matters from City Council

Council Member Chapman, stated that Election Day is Tuesday November 5 and City Hall and the Public Library will be closed. Recycling pick up is cancelled. The November and December Council meeting schedule is as follows: Thursday November 7 and Tuesday November 26 at 7:00 pm. December the meeting is on Wednesday December 11th and Wednesday December 18th. Beach Sweeps will be on Saturday, October 26, from 9am-12:30pm rain or shine at the North end of Convention Hall. Deal Lake clean up is scheduled for Saturday October 26th from 9:00 am to 12:00 pm. Applications for Christmas food baskets and toys for children will begin October 21, 22, 23, 24th from 10:00 am -12:00 pm.

Council Member Kendle, stated the Trunk or Treat hosted by the recreation Committee will be held on Thursday October 31 from 4:30 pm- 6:00 pm at the City Hall parking lot. If it rains the location will move to The Boy's and Girls' club and there is still time for candy donations. Monmouth County Parks System is now hiring after-school staff to work at the Coastal Activity Center in Asbury Park no experience is necessary for applications contact Courtney Bison at 732-460-1167x21.

Deputy Mayor Quinn, stated Human Rights Council survey will end on November 15, 2019 and she wanted to remind everyone to complete the survey and if anyone is not able to mail out the survey to please contact City hall and her or Council Person Clayton are available to pick the survey up from you. Coffee with a Council Person will be held on November 2nd from 10:00 am -11:00 am at Kula Cafe 120 Springwood Ave.

Mayor Moor, stated a Fall Harvest event featuring healthy local produce with cooking demos and samples will take place on Thursday November 7th , from 6:30-7:30 pm. At the Second Baptist Church on 124 Atkins Avenue.

Matters from City Manager

City Manager Capabianco, had no matters at this time.

Matters from City Attorney

City Attorney Raffetto, had no matters at this time.

Regular Meeting begins at 7 p.m.

We will take a brief recess and the Regular Meeting will begin at 7:00 pm.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, October 23, 2019
REGULAR MEETING

Executive Session - 3:30 p.m.

2019-333 Resolution Authorizing a meeting which excludes the public

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

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion was made by Council Member Kendle to open the meeting to the public and seconded by Council Member Chapman and all in favor to open meeting. The following members of the public spoke: Ernest Mignoli, Rita Marano, Tracey Rogers, Anthony Capelli, Bob from special Olympics. A motion was made by Council Member Kendel and seconded by Council Member Chapman to close the meeting to the public. All in Favor.

MINUTES

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

1. Executive Session Minutes of October 9, 2019 4:00 PM
2. Municipal Council - Regular Meeting - Oct 3, 2019 6:00 PM
3. Municipal Council - Work Session - Oct 9, 2019 6:00 PM
4. Municipal Council - Regular Meeting - Oct 9, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [3 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2019-334 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

2019-335 Resolution Approving Payment of Bills

Council Member Chapman is abstaining from 19-03013 and 19-03213 and Mayor Moor is only voting yes on 19-03013 and 19-03213.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2019-336 Appointment to the Business Advisory Committee

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

2019-337 Resolution Approving an Appointment to The City of Asbury Park Green Team

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

2019-338 Authorizing a Professional Services Contract to Action Title Research

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

2019-339 Authorizing Appointments to the Public Art Commission

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

2019-340 Resolution Authorizing and Approving the Submittal of a Grant Application and Execute A Grant Contract with The New Jersey Department of Transportation for The Bond Street Improvements Project.

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

ORDINANCES

Introduction

2019-45 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/26/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor

Second Reading/Public Hearing

2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking utility improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

A motion to open Ordinance 2019-34 to the public was made by Council Member Kendle and seconded by Deputy Mayor Quinn and all in favor. No members of the public had a comment. A motion to close 2019-34 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn with all in favor.

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

2019-43 A Capital Ordinance Appropriating the Sum of \$30,000 for Computers and Related Equipment for the Police Department

A motion to open Ordinance 2019-43 was made by Council Member Kendle and seconded by Deputy Mayor Quinn with all in favor. No members of the public spoke. A motion to close 2019-43 to the public was made by Council Member Kendle and seconded by Mayor Moor.

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

2019-44 An Ordinance of The City of Asbury Park, County of Monmouth, New Jersey, Approving A Long-Term Tax Exemption Pursuant to N.J.S.A. 40a:20-1 Et Seq., and Authorizing the Mayor and City Clerk to Execute a Financial Agreement by and Between the City of Asbury Park And 545 Lake Avenue Urban Renewal LLC For Property Located on Block 3105 (Formerly Block 117) Lot 4.02 As Shown on The Official Tax Map of The City of Asbury Park and Located in The Central Business District Redevelopment Area.

A motion to open Ordinance 2019-44 to the public was made by Deputy Mayor Quinn and seconded by Council Member Kendle.

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

ADJOURNMENT

The meeting was adjourned at 7:30 AM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk