Agenda
Meeting of the Municipal Council
Wednesday, October 23, 2024
REGULAR MEETING 6:00 PM

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

2024-456 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report September 2024

B. Litigation

1. Steinbach Liquor License, LLC vs. City of Asbury Park
2. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

C. Potential Litigation

1. Ferguson, et al. vs. City of Asbury Park

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

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 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

1. Environmental Shade Tree Commission Community Garden Presentation

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting October 9, 2024 4:00 PM
- Municipal Council - Regular Meeting - Oct 9, 2024 6:00 PM

C. 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.

2024-457 Resolution Authorizing An Accelerated Electronic Tax Sale Administered By Realauction.Com, LLC

2024-458 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

D. Individual Resolutions

2024-459 Resolution Approving Payment of Bills

2024-460 Resolution Authorizing Payment for Emergency Sewer Repairs Needed

2024-461 Resolution Authorizing The City of Asbury Park To Execute A License Agreement For Encroachment Into An Area of The City Right-Of-Way Adjacent To The Property Located At 550 Cookman Avenue (Block 3105, Lot 4.01).

2024-462 Resolution Authorizing Streetscape Maintenance Jurisdictional Agreement Between the City of Asbury Park and The New Jersey Department of Transportation for State Route 71 Main Street

2024-463 Resolution of The City Council of The City of Asbury Park, New Jersey Amending The Infrastructure Component Report For The Waterfront Redevelopment Area

2024-464 Resolution Awarding a Bid for Boardwalk Decking Removal and Replacement Project

2024-465 Resolution Authorizing an Award to Artists for the Participatory Budget Art Bench Program

2024-466 Resolution Authorizing PEPPM Cooperative Purchasing Membership

2024-467 Resolution Authorizing the Release of the Performance Bond For 302 Atkins Avenue (Block 1203, Lots 1)

E. <u>Adjournment</u>

RESOLUTION NO. 2024-456

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, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety:
1. Police Monthly Report September 2024

B. Litigation:
1. Steinbach Liquor License, LLC vs. City of Asbury Park
2. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

C. Potential Litigation:
1. Ferguson, et al. vs. City of Asbury Park

D. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK

Minutes
Meeting of the Municipal Council
Wednesday, October 9, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-441 Resolution Authorizing a meeting which excludes the public

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Absent	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
John Hayes	Deputy City Manager	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:03 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Matters from City Council
Council member Ahbez-Anderson stated, I would like to tell you that the Asbury Park Recreation Department is hosting their Trunk or Treat. It is on Halloween the 31st it is going to be right here in the parking lot and we have candy that we are going to be giving to our ghosts and goblins, but we will also need you to bring your car and decorate it and give out some candy for the kids. So, if you're interested, that lovely lady in the red is our Recreation Director, you want to see Ms. Leesha Floyd, give her a call. We need you, we have candy, and we do have a rain date- well actually if it rains then you'll just drive through, am I correct? And Ms. Floyd will have candy all bagged up for the kids. It's a fun event, and the community loves it so I hope that you will participate. I have one other thing to inform you of, we have first Fridays which is art and sound at the train station. The next first Friday is November 1st, and I hope that you will come and participate. And lastly is Fall Fun Day which is Saturday, October 26th from 1:00 PM to 4:00 PM, it's at Sunset Park so you're going to bring your kids and hope that you'll come out and celebrate with us. Thank you

Council member Chapman had no matters at this time.

Council member Clayton stated, this Saturday, October 12th there is going to be a paper shredding truck in the City Hall parking lot. It will be here from 9:00 AM to 12:00 PM or, unless they fill up earlier. So, this is an opportunity to get rid of all the extra paper in your home. Come on out, thank you.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from Deputy City Manager
Deputy City Manager, John Hayes had no matters at this time.

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

1. JAG Awards
Deputy Mayor Quinn and the APTV Committee presented the 2024 JAG Awards.

2. Presentation by Block 3901 Q OZ F, LLC for the redevelopment of Block 3901, Lots 2 and 3

Presentation by Kevin Kennedy and Bill Stuckey, Block 3901 Q OZ F, LLC: proposed redevelopment project at Block 3901, Lots 2 and 3.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor.

The following members of the public spoke: Mike Sodano, Caitlyn Capestro, and Ben Ridgener made a comment about the proposed redevelopment presentation.
A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

1. Municipal Council- Executive Meeting September 25, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Sep 25, 2024 6:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-442 Resolution Approving Special Event Applications

2024-443 Resolution Authorizing The Issuance Of Duplicate Tax Sale Certificate(S) Pursuant To N.J.S.A. 54:5-52.1

2024-444 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Bulletproof Vest Grant $6,246.94

2024-445 Resolution of Support from Local Governing Body Authorizing a 2024 Grant Application to enhance the Police Athletic League's Enrichment and Athletic Programs

2024-446 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Dept. of Community Affairs American Rescue Plan Firefighter Grant

INDIVIDUAL RESOLUTIONS

2024-447 Resolution Approving Payment of Bills

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	John Moor
AWAY:	Amy Quinn

2024-448 Resolution Awarding a Bid for the Purchase of Four 2025 Chevrolet Tahoes and Six 2025 Chevrolet Traverses for the Police Department

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Angela Ahbez-Anderson
AWAY:	Amy Quinn

2024-449 Resolution Authorizing the Purchase of Equipment Needed for the New Police Department Vehicles

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-450 Resolution Authorizing Purchase of Firearms for the Police Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-451 Resolution Authorizing Purchase of a LiveScan System for the Police Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-452 Resolution Authorizing a Contract with USA General Contractor Corp. for a new HVAC unit needed on the Council Chamber Roof

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-453 Resolution Authorizing Agreement with Monmouth County Urban Search & Rescue

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-454 Resolution Approving Change Order #1 for the Prospect Avenue and Bangs Avenue Intersection Improvement Project

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-455 Resolution Awarding the Preliminary Development of a Five-Year Master Plan for the City of Asbury Park Urban Enterprise Zone

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Second Reading/Public Hearing

2024-31 Ordinance Of The City Of Asbury Park Amending And Supplementing Subsection 12-1.3, Entitled "Fees," Of Section 12-1, "State Uniform Construction Code Enforcing Agency," Of Chapter 12 "Building And Construction," Of "The Code Of The City Of Asbury Park"

A motion to open 2024-31 to the public was made by council member Ahbez-Anderson and seconded by Deputy Mayor Quinn

All were in favor. No members of the public spoke.

A motion to close 2024-31 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:52 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:52 PM.

Respectfully submitted by:

____
Lisa Esposito, City Clerk

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-457
This resolution is for our tax sale, as required by state law. We pass this resolution every year in October.

RESOLUTION NO. 2024-457

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN ACCELERATED ELECTRONIC TAX SALE ADMINISTERED BY REALAUCTION.COM, LLC

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

WHEREAS, in an effort to curtail future municipal property tax increases, the Tax Collector has advised the City Council to hold an accelerated tax sale during December of 2024 in order to maximize the tax collection rate in the calendar year of 2024, and minimize the budgetary expense in the Reserve for Uncollected Taxes in the 2025 municipal budget; and

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

WHEREAS, NJSA 54:5-19.1 et seq. authorizes municipalities to conduct an electronic tax sale pursuant to the rules and regulations promulgated by the Director of the Division of Government Services; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more open and competitive tax sale process; and

WHEREAS, the Director of the Division of Local Government Services has approved RealAuction.com LLC to conduct electronic tax sales in the State of New Jersey; and

WHEREAS, RealAuction.com LLC has supplied and negotiated a contract to provide electronic tax sale services to the City of Asbury Park at a rate of $15 per property on the tax sale list; and

WHEREAS, the City of Asbury Park wishes to participate in an electronic tax sale in 2024 and to award a contract for such services to RealAuction.com LLC as a vendor which has been determined to have complied with the statutory provisions necessary to supply such services; and

NOW, THERFORE, BE IT RESOLVED by the Council of the City of Asbury Park, that the Tax Collector is hereby authorized and directed to schedule and conduct an accelerated electronic tax sale administered by RealAuction.com LLC, in accordance with their proposed contract, during December of 2024, for all taxes and municipal charges unpaid as of November 13, 2024.

I, LISA ESPOSITO, 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. 2024-457 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES

This agreement ("**Agreement**") entered into as of ________, 2024 (the "**Effective Date**"), between the City of Asbury Park, Monmouth County, a municipal subdivision of the State of New Jersey ("**Municipality**"), and RealAuction.com LLC ("**Contractor**"), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("**Tax Certificates**").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "**DCA**") pursuant to N.J.S.A. 54-5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the "**New Regulations**") governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the "**LFN**", together with the New Regulations, as either may be amended in the future, the "**Electronic Sale Regulations**"); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com ("**ROK**") serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

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

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the "**Services**") for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal ("**RFP**") or Request for Quotation ("**RFQ**") issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the "**Final RFP/RFQ**"), are hereby incorporated as if fully set forth herein and are expressly included in the defined term "Services." The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the "**Server**") for the Web Site. As used herein, the term "**Web Site**" shall mean an Internet web site that Contractor will make available to Municipality under this

Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators ("**Auction Administrator(s)**") and technical support necessary to facilitate the Municipality's conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality's request, consult concerning optimal terms and business rules or amending same to achieve Municipality's goals. Contractor shall set-up the Web Site to reflect Municipality's approved terms and business rules and conduct the auction in conformance therewith.

ii. Granting and denying users and Municipality's employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.

iii. Monitoring network performance while auction sales are in progress.

iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, "**Bidders**").

v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.

vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality's request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor's internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.

ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.

iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.

iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.

v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor’s software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.

vi. Allowing users to view auction sale results upon completion of the auction.

vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.

viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. Cooperation by Municipality. Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor’s Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor’s requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

i. $15 per property listed on the initial list of properties provided by Municipality to Contractor.

ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than $100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third Party Beneficiaries Intended. For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by “force majeure” event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:
Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:
RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:
ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: City of Asbury Park, Monmouth County

____

Name: ______________________________

Title: ______________________________

Date: ______________________________

[*The remainder of this page left blank intentionally.*
Additional signature page follows.]

For Contractor: RealAuction.com LLC

Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com

Name: Igor Roitburg
Title: Chief Executive Officer

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-458
Add 2024 Additional National Opioid Settlement Proceeds in the amount of $19,618.68

RESOLUTION NO. 2024-458

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2024 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOID SETTLEMENT PROCEEDS

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of $19,618.68. Which is now available from the NJ Department of Community Affairs National Opioid Settlement Proceeds.

BE **IT FURTHER RESOLVED**, that a like sum of $19,618.68hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from “CAPS”:
Public & Private Programs Offset by Revenues:
National Opioid Settlement Proceeds

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

I, LISA ESPOSITO, 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. 2024-458 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

September 2024

Opioid Spending Plan suggested -Subject to changes and approvals-

Staffing Costs

Administrative fee	$2450	An allowed charge
Peer Position	The Peer model is an evidenced based model of recovery and will benefit the Department and the City with improved outreach, for both prevention and active recovery supports. See foot note.	
Current Staff	We can begin to bill hourly based on salaries. This will be done using UOS (units of service) which we document in 15-minute increments, consistent with the Mental Health contract data. This would be $49/hour Lili and BreAsia, $72/hour Sara, $65/hour Rosemary. This could be $2000 a month, we are just starting to track for Opioid interactions now.	

Annual Costs

Database	We are using the new database as a clinical support and better tracking of clients and Opioid efforts, database is being updated over the next few months.
ID Supplies	IDs are essential to accessing treatment and moving clients into housing and employment.
Chrome Books	Fee is for cellular data, for 3 Chromebooks, annual cost.
Staff Cellphone	Annual cost for the Peer and Lili's cellphone.
Vehicle	Cost for maintenance and fuel costs.
Bus and Train	Fares to get clients to rehab, treatment and medical appointments. We can also use to support their gaining housing and employment. We cannot make use of UBER Health; we do piggyback with other programs for UBER services.

Client Supports

Food Cards	Shop Rite Food Cards, historically helpful in supporting clients.

Clothing	Clients often need clothing to go to rehab and find employment.
Incidentals	Miscellaneous need that are often overlooked.
Other ID Assist	Beyond our ID's State ID and Birth Certificates are critical in supporting clients in early recovery.

Promotional Items

Comfort Bags	These are bags that APPD and APSS use when clients are in difficult situations arise and these are given to children and families.
T-Shirts	Hand out to increase APSS exposure in the community as a recovery resource.
Sweat pants	Same as above and also for homeless supports.
TBD items	Items and chachkas for giveaways, again to increase exposure of recovery resources in the community.
Printing	A budget for printing flyers and information to be given out in the community.

OTHER Items	**Future Plans**
Housing Supports	Housing first is a critical concern for anyone in recovery, discharge from a rehab back to the streets, is not productive. Having a resource to assist with housing, when the client can afford to maintain the support.
Community Supports	Community support, outreach and exposure can be a strong component of our success in reducing and preventing active addiction. These costs are supportive and helpful towards a long-term goal. We may need to farm this out to a non-profit for assistance.

Footnote:

Peer Support in Behavioral Health
https://www.mhanational.org/sites/default/files/Evidence%20for%20Peer%20Support.pdf

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-459
Resolution authorizing the payment of bills in the amount of $7,414,988.63

RESOLUTION NO. 2024-459

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 $7,414,988.63

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	$	3,105,462.20
BOARD OF EDUCATION		2,264,107.00
DEBT SERVICE		2,045,419.43
TOTAL VOUCHERS	$	7,414,988.63

I, LISA ESPOSITO, 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. 2024-459 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

P.O. Type: All · Print Alpha, Revenue, & G/L Accounts: Y · Open: N Void: N Paid:
Format: Condensed · Held: N Aprv: N Rcvd:
Range: 3-First to 4-zz-zz-zzz-zzz-zzz · Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last · Encumbrance Date Range: First to 12/31/24 · Include Non-Budgeted:
Vendors: All
Department Page Break: No · Subtotal CAFR: Yes · Subtotal Department: Yes · Subtotal Extd: Yes

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
GMHAS005	G.M.H. ASSOCIATES OF AMERICA	23-02379	THICKENER MECHANISM & DRIVE	148,301.91	0.00	B
CDMSM005	CDM SMITH INC.	23-03150	WWTP PHASE I DESIGN SERVICES	122,038.01	0.00	B
				270,339.92		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			270,339.92		
	Department Total: UTILITY OE			270,339.92		
	CAFR Total:			270,339.92		
	Fund Total: SEWER UTILITY: BUDGET:			270,339.92		
	Year Total:			270,339.92		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
4-01-20-100-000-202	ADMINISTRATION Office Supplies					
THEHON2	THE HON COMPANY LLC	24-01893	Office Desk for John Hayes	3,543.95	0.00	
4-01-20-100-000-207	ADMINISTRATION Contractual					
BIRDS005	BIRDS BEWARE INC.	24-02596	4TH QTR 2024 CLEARING AND	1,200.00	0.00	B
BIRDS005	BIRDS BEWARE INC.	24-02598	4TH QTR 2024 CLEARING AND	600.00	0.00	B
				1,800.00		
4-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENIAN, EDWARDS, BUZAK &	24-02772	Affordable Housing Fees	6,093.13	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-02870	September 2024 Fees	831.30	0.00	
				6,924.43		
4-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	24-02902	ACCT #117290 SEPTEMBER 2024	595.50	0.00	
4-01-20-100-000-244	ADMINISTRATION Quality of Life Comm.					
FUNBUS	FUN BUS	24-01621	Quality of Life Festival	650.00	0.00	
MAKME	MR. HAPPY PARTY RENTALS	24-02840	Entertainment-Clayton's Event	755.00	0.00	
				1,405.00		
4-01-20-100-000-251	ADMINISTRATION Comm. & Cultural Affairs					
PARWAR	PARTY FAIR OF OAKHURST INC	24-02864	Balloons/Comedy Show 10/4	96.64	0.00	
	Extd Total: ADMINISTRATION			14,365.52		
	Department Total: ADMINISTRATION			14,365.52		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-02884	#10613816 ord 2024-31 intro	59.64	0.00	
4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	24-02810	Invoice #191258 OCTOBER 2024	793.42	0.00	
PARKE005	PARKER MCCAY, PA	24-02901	#3188358 & 3188359 SEPTEMBER	6,666.00	0.00	
				7,459.42		
	Extd Total: MUNICIPAL CLERK			7,519.06		
	Department Total: MUNIC CLERK			7,519.06		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202	FINANCE Office Supplies					
JERMAIL	JERSEY MAIL SYSTEMS, LLC	24-02653	Ink/Labels for Postage Machine	497.65	0.00	
WBMASON	W.B.MASON CO., INC.	24-02699	Finance Office Supplies	620.53	0.00	
				1,118.18		
4-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	24-02781	Invoice 2024-07 General FAS	1,117.50	0.00	
4-01-20-130-000-205	FINANCE Ads					
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-02904	RFQ POLICE DETAIL ADDENDA 1	133.44	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-02905	BID - BOARDWALK PROJECT	115.96	0.00	
THECOA	THE NEW COASTER, LLC	24-02906	BID - BOARDWALK PROJECT	59.64	0.00	
				309.04		
4-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	24-02948	Contract #107125 - 7/1-9/30	1,243.79	0.00	
4-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-02804	#37525136 - November 2024	339.50	0.00	
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	2,999.24	0.00	
				3,338.74		
4-01-20-130-000-223	FINANCE Condo Reimbursements					
3208T005	320 Eighth LLC	24-02891	2nd Q Trash Reimbursement	891.17	0.00	
PHISEA	MONMOUTH COUNCIL #9	24-02896	3rd Q Trash Reimbursement	6,814.37	0.00	
611AS005	611 ASBURY AVENUE	24-02898	611 Asbury Ave. 3rd Q Trash	1,200.16	0.00	
HOLLY005	HOLLY HOUSE PRESERVATION LP	24-02918	3rd Q Trash Reimbursement	1,920.56	0.00	
				10,826.26		
	Extd Total: FINANCIAL ADMINISTRATION			17,953.51		
	Department Total: FINANCE			17,953.51		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT LLC		24-02483	Q#1CFLRF0 SHN Security	399.89	0.00	
AMAZO005 AMAZON.COM SERVICES		24-02602	WWAN Cards	168.58	0.00	
GRAING GRAINGER, INC.		24-02697	PD Desk Modifications	92.68	0.00	
				661.15		
	Extd Total: COMPUTERIZED DATA PROCESSING			661.15		
	Department Total: COMPUTER MIS			661.15		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-201	DIRECTOR OF COMMUN. office Supplies					
WBMASON W.B.MASON CO., INC.		24-02791	Office Supplies	49.72	0.00	
4-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
THEAR005 THE ART OF THE BEAN AND LEAF		24-02746	10/5 Coffee Estimate	76.25	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			125.97		
	Department Total: DIRECTOR OF COMMUNICATIONS			125.97		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
HILLW005 HILL WALLACK LLP		24-02860	Invoice 777315 General Matters	13,717.50	0.00	
HILLW005 HILL WALLACK LLP		24-02867	Invoice 774229 General Matters	13,229.00	0.00	
LAWOF005 LAW OFFICE OF GENE J ANTHONY		24-02893	#21527 September Rent	377.45	0.00	
				27,323.95		
	Extd Total: LEGAL SERVICES			27,323.95		
	Department Total: LEGAL SERVICES			27,323.95		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		24-02935	SE472367 General Engineering	8,058.08	0.00	
	Extd Total: ENGINEERING SERVICES			8,058.08		
	Department Total: ENGINEER SERV			8,058.08		
	CAFR Total:			76,007.24		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		24-02579	WB Mason Chips for event	22.49	0.00	

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
4-01-21-179-000-205	PLANNING DEPT. Ads			
THECOA THE NEW COASTER, LLC	24-02881 #9192 Ad for council Fasano	27.71	0.00	
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees			
THEBE005 THE BEEKMAN LAW FIRM, LLC	24-02685 ZB LEGAL Beekman August 2024	2,837.50	0.00	
	Extd Total: Planning Department	2,887.70		
	Department Total: Planning Department	2,887.70		
	CAFR Total:	2,887.70		

Department: CODE ENFORCE
Extd: CODE ENFORCEMENT AND ADMIN.

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
4-01-22-195-000-209	CODE ENFORCE Software Costs			
GRALLC GRANICUS, LLC	24-01519 STR CODE ENFORCEMENT SOFTWARE	8,283.60	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.	8,283.60		
	Department Total: CODE ENFORCE	8,283.60		
	CAFR Total:	8,283.60		

Department: LIAB INSURANCE
Extd: LIABILITY INSURANCE

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
4-01-23-210-000-209	LIABILITY INSURANCE Fees			
PMACOM PMA MANAGEMENT CORPORATION	24-02924 Sep 2024 Billing Statement	15,627.50	0.00	
	Extd Total: LIABILITY INSURANCE	15,627.50		
	Department Total: LIAB INSURANCE	15,627.50		

Department: WORKERS COMP
Extd: WORKER'S COMPENSATION

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
4-01-23-215-000-209	WORKER'S COMPENSATION Fees			
PMACOM PMA MANAGEMENT CORPORATION	24-02924 Sep 2024 Billing Statement	97,425.90	0.00	
	Extd Total: WORKER'S COMPENSATION	97,425.90		
	Department Total: WORKERS COMP	97,425.90		
	CAFR Total:	113,053.40		

Department: POLICE
Extd: POLICE DEPARTMENT

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-203	POLICE Motor Vehicle			
MELCOR AP CARWASH AND OIL CHANGE	24-02907 PD CARWASHES 8/2 TO 10/2/24	997.50	0.00	
4-01-25-240-000-205	POLICE Animal Control Services			
SPCA MONMOUTH COUNTY SPCA	24-02681 animal control july	5,000.00	0.00	
4-01-25-240-000-217	POLICE Furniture			
THEHON2 THE HON COMPANY LLC	24-00926 Q#EG40472A PD OFFICE FURNITURE	5,974.50	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.			
WIRCOM WIRELESS COMMUNICATIONS &	24-02837 #M62243 OCTOBER 2024	1,220.00	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	24-02609	AMMUNITION	15,147.28	0.00	
4-01-25-240-000-222	POLICE Training					
THENAT	THE NATIONAL ASSOCIATION OF	24-02582	organized crime training	150.00	0.00	
4-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO	COSTCO WHOLESALE	24-02526	PAL basketball party	92.69	0.00	
	Extd Total: POLICE DEPARTMENT			28,581.97		
	Department Total: POLICE			28,581.97		
Department: FIRE DEPT.						
Extd:	FIRE DEPARTMENT					
4-01-25-265-000-222	FIRE DEPT. Training					
LESSS005	LESS STRESS INSTRUCTIONAL	24-02735	#23-90557 N DELPIZZO EMT CLASS	1,895.00	0.00	
4-01-25-265-000-235	FIRE DEPT. Emp.New Hires					
TUROUT	TURN OUT FIRE & SAFETY, INC.	24-01774	QUOTE#262326 NEW HIRE UNIFORMS	1,550.67	0.00	
4-01-25-265-000-238	FIRE DEPT. Conventions/Conferences					
KEAN	KEAN UNIVERSITY	24-02768	2024 YOUTH FIRESETTER CONFER.	220.00	0.00	
4-01-25-265-000-253	FIRE DEPT. Unif.FireSafety					
ALERT005	ALERT-ALL CORPORATION	24-02622	QUOTE#39428-MISC. FIRE PREVENT	954.50	0.00	
4-01-25-265-000-261	FIRE DEPT. Software					
TARLEA	TARGETSOLUTIONS LEARNING, LLC	24-02610	#INV97381 ANNUAL MEMBERSHIP	7,766.71	0.00	
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
FIRONE	FIREFIGHTER ONE LIMITED	24-00434	Blanket PO Not to Exceed	305.04	0.00	B
EASTC	EAST COAST EMERGENCY LIGHTING,	24-02587	EST:43191-Replacement Lights	125.40	0.00	
				430.44		
4-01-25-265-000-298	FIRE DEPT. Special Operations					
GENSAF	GEN-EL SAFETY & INDUSTRIAL	24-02635	QTE: 37392-Meter Parts	860.90	0.00	
	Extd Total: FIRE DEPARTMENT			13,678.22		
Extd:	FIRE HYDRANT					
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	24-02853	#1018-210026567043 5/23-9/25	64,262.71	0.00	
	Extd Total: FIRE HYDRANT			64,262.71		
	Department Total: FIRE DEPT.			77,940.93		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	24-02834	prosecutor sept 2024	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			111,072.90		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
HUDSO005	HUDSON COUNTY MOTORS, INC.	24-00792	VARIOUS PARTS BLANKET	540.63	0.00	B
THEHAR	THE HARDWARE STORE	24-01380	VARIOUS PARTS BLANKET	130.42	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-02362	VARIOUS PARTS BLANKET	724.85	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-02364	VARIOUS PARTS BLANKET	3,284.47	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	24-02659	KIT GARDEN HOSE COREELS 15717	156.66	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-02706	VARIOUS PARTS BLANKET	5,321.28	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	24-02707	RAVO SWEEPER CIRCUIT BRD CARD	555.17	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	24-02750	APPD FLEET TIRES	4,657.86	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	24-02767	APFD ATV CLUTCH ASEMBLY	1,965.50	0.00	
JNOHU005	JNO HUNTER PARTS & SERVICE LLC	24-02788	DPW REPAIR OF TIRE MACHINE	708.68	0.00	
NOREG005	NOREGON SYSTEMS LLC	24-02812	DPW TRUCK SCANNER ANNUAL RENEW	2,199.00	0.00	
				20,244.52		
4-01-26-290-000-211	STREETS & ROAD Traffic					
WARSH005	WARSHAUER ELECTRIC SUPPLY	24-02931	#S100754725.002 SHIPPING	23.72	0.00	
4-01-26-290-000-213	STREETS & ROAD Safety Equipment					
ULINE	ULINE, INC.	24-02703	PPE Gloves	748.00	0.00	
4-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-01697	Misc Paint	503.42	0.00	B
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
LEONL005	LEON LANDSCAPE DESIGN &	24-02732	BOND STREET SCAFFOLDING MOVE	3,040.00	0.00	
QUENC005	QUENCH USA, INC.	24-02789	#INV07976266 OCTOBER 2024	39.95	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	24-02790	#341425 ASPHALT 9/20/24	149.18	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	24-02814	#341559 ASPHALT 9/23/24	153.54	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-02815	INV#2170977 9/24 & 972168 9/30	218.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	24-02816	#9290121812 SEPT AED Agreement	107.00	0.00	
DAVID005	DAVID CRAWFORD	24-02817	reimbursement work boots	40.01	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	24-02842	inspection, fire extinguisher	655.00	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.	24-02849	#8106720833 10/1/24 - 12/31/24	497.33	0.00	
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-02876	INV #6853a decals for trucks	575.00	0.00	
PRESPE	PREVENTION SPECIALISTS,INC.	24-02922	Inv 35709 - 9/17/24 testing	109.00	0.00	
				5,584.01		
4-01-26-290-000-220	STREETS & ROAD Repairs					
FERGU005	FERGUSON ENTERPRISES, LLC	24-02728	M/hole Cover Cushion	188.18	0.00	

Attachment: Bill List 10-23-24 (2024-459 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-234	STREETS & ROAD Road Supplies					
MONARCH	MONARCH ELECTRIC COMPANY	24-02727	Street Light Electrical	302.95	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			27,594.80		
	Department Total: STREETS & ROAD			27,594.80		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
COUCUR	MONMOUTH COUNTY TREASURER	24-02704	use of Reclamation Center Aug.	5,255.23	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-02813	9/24 & 9/26 CONSTRUCTION DEBRI	3,565.55	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-02846	tires,enhancement tax, surchg.	373.37	0.00	
				9,194.15		
	Extd Total: SOLID WASTE COLLECTION			9,194.15		
	Department Total: SOLID WASTE			9,194.15		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	24-01849	Misc Hardware	261.76	0.00	B
GRAING	GRAINGER, INC.	24-02879	PAL Water Fountain Filters	191.46	0.00	
				453.22		
4-01-26-310-000-204	BUILDING & GND Building Supplies					
CARLS005	CARL'S FENCING, DECKING &	24-01162	Trans Center railing	1,464.20	0.00	
WINDO005	WINDOW TREATS, INC.	24-02511	vertical blinds offices C.Hall	1,406.00	0.00	
				2,870.20		
4-01-26-310-000-205	BUILDING & GND Electrical Supplies					
MONARCH	MONARCH ELECTRIC COMPANY	24-02247	Electrical Supplies	165.10	0.00	
4-01-26-310-000-206	BUILDING & GND Irrigation Supplies					
SITE0005	SITEONE LANDSCAPE SUPPLY LLC	24-00822	Misc Irrigation	239.15	0.00	B
4-01-26-310-000-210	BUILDING & GND Building Repairs					
SUPER015	SUPERIOR CENTRAL BOILER	24-02514	service to City Hall boiler	2,680.00	0.00	
MARKG005	MARK GANNON PLUMBING, HEATING	24-02676	Emergency Police Plumbing	156.25	0.00	
FOXFLO	FOX FLOORS INC.	24-02708	Carpet Patch HR/Clerks Office	550.00	0.00	
SECWOR	SECURITY WORLD INC.	24-02850	INV #62940 8/1-7/31 & #63067	310.00	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-02877	SERVICE CALLS 7/15, 7/5 & 7/19	6,516.39	0.00	
				10,212.64		
	Extd Total: BUILDINGS & GROUNDS			13,940.31		
	Department Total: BUILDING & GND			13,940.31		
	CAFR Total:			50,729.26		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
DOUSCH DOUGLAS SCHULTZ		24-02280	NJ Transit Reimbursement	225.20	0.00	B
4-01-27-345-000-208	SOCIAL SERVICES Events					
AMAZO005 AMAZON.COM SERVICES		24-02835	Candy 4 Tree Lighting Firemen	132.54	0.00	
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
COSTCO COSTCO WHOLESALE		24-02765	Water/sundries for clients NTE	114.65	0.00	
4-01-27-345-000-216	SOCIAL SERVICES Uniforms					
4IMPRINT 4IMPRINT		24-02688	Staff uniform shirt/sweatshirt	1,153.95	0.00	
	Extd Total: SOCIAL SERVICES:			1,626.34		
	Department Total: PUBLIC ASST			1,626.34		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ONSOL005 ONSOLVE, LLC		24-02928	SERVICE CONTRACT 12/3 -12/2/25	984.20	0.00	
4-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
STAPLE STAPLES BUSINESS ADVANTAGE		24-02660	Correctfluid,Corkboard,Messpad	43.80	0.00	
WBMASON W.B.MASON CO., INC.		24-02818	Bulletine Board,Facial Tissues	83.00	0.00	
				126.80		
4-01-27-350-000-299	SENIOR CENTER Misc.					
WBMASON W.B.MASON CO., INC.		24-02859	trashcan liner,toiletseat cove	141.92	0.00	
	Extd Total: SENIOR CENTER			1,252.92		
	Department Total: SENIOR CENTER			1,252.92		
	CAFR Total:			2,879.26		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
TBDINC TBD, INC		24-01929	summer camp lunch experience	4,125.00	0.00	
ADPIMP ADPRO IMPRINTS, INC.		24-02766	youth worker sweatshirts	1,525.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		24-02780	trunk/treat flyers posters	607.50	0.00	
EMMAN005 EMMANUEL TRANS LLC		24-02801	summer camp buses	61,762.00	0.00	
COMME005 COMMERCIAL RECREATION		24-02802	spray park winterization	2,134.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		24-02805	trunk or treat signs	263.00	0.00	
				70,416.50		
	Extd Total: RECREATION SERVICES & PROGRAM			70,416.50		
	Department Total: RECREATION			70,416.50		
	CAFR Total:			70,416.50		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
4-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	24-02941	3rd Q Funds Request	70,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			70,000.00		
	Department Total: PUBLIC LIBRARY			70,000.00		
	CAFR Total:			70,000.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	24-02829	Various Accounts 8/23-9/23	12,364.57	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-02894	Various Accounts 9/6-10/2	2,661.64	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-02932	Various Accounts 9/6-10/2	4,884.53	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-02949	#1018-210022681275 9/6-10/2	130.63	0.00	
				20,041.37		
	Extd Total: LIGHT,HEAT,POW			20,041.37		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	24-02829	Various Accounts 8/23-9/23	3,143.56	0.00	
JCPL	JCPL	24-02892	#200 000 001 293 Master Acct	1,062.42	0.00	
JCPL	JCPL	24-02895	#100 015 500 489 8/23-9/20	1,364.12	0.00	
				5,570.10		
	Extd Total: STREET/TRAFFIC			5,570.10		
	Department Total: LIGHTING			25,611.47		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
TMOBIL	T-MOBILE	24-02808	#990733363 8/21/24-9/20/24	474.32	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	24-02903	INVOICE #355092-M OCTOBER 2024	3,598.34	0.00	
				4,072.66		
	Extd Total: TELEPHONE			4,072.66		
	Department Total: TELEPHONE			4,072.66		
	CAFR Total:			29,684.13		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-202	MUNIC COURT Office Supplies					
HOWAR005	HOWARD TECHNOLOGY SOLUTIONS	24-02757	black ribbon cartridge	255.00	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-43-490-000-202	MUNIC COURT Office Supplies		Continued			
JERMAIL JERSEY MAIL SYSTEMS, LLC		24-02832	INK FOR THE POSTAGE MACHINE	467.85	0.00	
				722.85		
	Extd Total: MUNICIPAL COURT			722.85		
	Department Total: MUNIC COURT			722.85		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010 THE LAW OFFICE OF MATTHEW SAGE		24-02833	public defender sept 2024	1,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			2,222.85		
Department: BOND PRINCIPAL						
4-01-45-920-000-299	BOND PRINCIPAL					
USBANK US BANK OPERATIONS CTR.		24-02923	MCIA BOND INTEREST	1,598,652.50	0.00	
	Extd Total:			1,598,652.50		
	Department Total: BOND PRINCIPAL			1,598,652.50		
Department: INT ON BONDS						
4-01-45-930-000-299	BOND INTEREST					
USBANK US BANK OPERATIONS CTR.		24-02923	MCIA BOND INTEREST	446,766.93	0.00	
	Extd Total:			446,766.93		
	Department Total: INT ON BONDS			446,766.93		
	CAFR Total:			2,045,419.43		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION		24-02883	October 2024 Tax Payment	2,264,107.00	0.00	
4-01-55-001-000-007	TAX OVERPAYMENTS					
COREL CORELOGIC		24-01884	REFUND 4002/1.1604 C1604	6,212.99	0.00	
4-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK US BANK OPERATIONS CTR.		24-02926	3rd Q RAB Pilot Due to Trustee	723,588.94	0.00	
	Extd Total: TAXES PAYABLE:			2,993,908.93		
	Department Total: TAXES PAYABLE:			2,993,908.93		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,993,908.93		
	Fund Total: CURRENT			5,576,565.20		

Fund: BEACH
Department: UTILITY OE
Extd: BEACH UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-05-55-502-000-203	BEACH UTILITY O/E: Fencing					
ROBCO005	ROBCO SUPPLY LLC	24-02641	SNOW FENCING FOR BEACH	12,085.00	0.00	
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	24-02829	Various Accounts 8/23-9/23	338.47	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-02894	Various Accounts 9/6-10/2	2,512.31	0.00	
				2,850.78		
4-05-55-502-000-213	BEACH UTILITY O/E: Motor Vehicle					
QUAAUT	QUALITY AUTO GLASS, INC.	24-02754	BEACH TRACTOR #53 GLASS	2,085.00	0.00	
4-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
84LUM005	84 LUMBER COMPANY	24-02101	Beach Lumber stock	1,792.50	0.00	
4-05-55-502-000-218	BEACH UTILITY O/E: Tools					
THEHAR	THE HARDWARE STORE	24-00907	Blanket for hardware purchases	21.05	0.00	B
4-05-55-502-000-219	BEACH UTILITY O/E: Vehicle					
MOTOR010	MOTORCYCLE MALL OF MONMOUTH	24-01381	VARIOUS PARTS FOR BEACH ATV'S	494.88	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	24-02700	BEACH KUBOTA#668 TRANSMISSION	6,085.99	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02764	DRIVE BELT FOR BEACH ATV	193.99	0.00	
				6,774.86		
4-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	24-02851	#07866-197754-01-4 9/15 -10/14	119.40	0.00	
4-05-55-502-000-225	UTILITY OE Engineering Fees					
TMASSO	T & M ASSOCIATES	24-00509	NJDEP BEACH & DUNES MAINTENANC	482.93	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			26,211.52		
	Department Total: UTILITY OE			26,211.52		

Department: BOND PRINCIPAL
Extd: BEACH UTILITY: BOND PRINCIPAL

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-05-55-520-000-000	BEACH UTILITY: BOND PRINCIPAL					
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	35,000.00	0.00	
	Extd Total: BEACH UTILITY: BOND PRINCIPAL			35,000.00		
	Department Total: BOND PRINCIPAL			35,000.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: INT ON BONDS						
Extd: BEACH UTILITY: INTEREST ON BONDS						
4-05-55-522-000-000	BEACH UTILITY: INTEREST ON BONDS					
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	22,375.00	0.00	
	Extd Total: BEACH UTILITY: INTEREST ON BONDS			22,375.00		
	Department Total: INT ON BONDS			22,375.00		
	CAFR Total:			83,586.52		
	Fund Total: BEACH			83,586.52		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-02238	Microwave and Office Supplies	167.51	0.00	
KEPSPR	KEPWEL SPRING WATER	24-02902	ACCT #117290 SEPTEMBER 2024	32.50	0.00	
				200.01		
4-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.	24-01786	Scooter and Beach Sign Order	2,055.00	0.00	
GLESUP	GLENCO SUPPLY INC.	24-02450	Park Signage	2,615.00	0.00	
GLESUP	GLENCO SUPPLY INC.	24-02589	Waterfowl Signage	495.00	0.00	
				5,165.00		
4-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	24-02866	INV102239 Sep 2024 DMS Fees	7,827.00	0.00	
4-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	24-02636	INV39887 Trans Fees 8/24	26,817.60	0.00	
PARKM005	PARKMOBILE USA, LLC	24-02861	INV39475 Trans Fees 7/24	26,971.60	0.00	
				53,789.20		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			66,981.21		
	Department Total: UTILITY OE			66,981.21		
4-06-55-505-000-262	TRANS.UTILITY O/E: Principle on Bonds					
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	60,000.00	0.00	
4-06-55-505-000-265	TRANS.UTILITY O/E: Interest on Bonds					
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	38,425.00	0.00	
	Extd Total:			98,425.00		
	Department Total:			98,425.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-06-55-507-000-101	CAPITAL OUTLAY: BANGS & PROSPECT					
TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	18,095.75	0.00	B
	Extd Total:			18,095.75		
	Department Total:			18,095.75		
	CAFR Total:			183,501.96		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			183,501.96		

Fund: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
POLYD005	POLYDYNE, INC.	24-02454	polymer for sludge treatment	4,104.00	0.00	
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
PILELE	PILOT ELECTRIC COMPANY, INC.	24-02701	Collector motor rebuild	2,849.60	0.00	
RAPPUM	RAPID PUMP & METER SERVICE	24-02794	INVOICE #6128 SERVICE 8/12/24	679.68	0.00	
				3,529.28		
4-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
GJOLI005	G.J. OLIVER, INC.	24-01492	Removal Influent Pump #3	9,293.90	0.00	
USABLU	USA BLUEBOOK	24-02702	Sludge judge & extension	257.78	0.00	
				9,551.68		
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	24-02829	Various Accounts 8/23-9/23	23,961.14	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-02932	Various Accounts 9/6-10/2	367.80	0.00	
				24,328.94		
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
LYONS005	LYONS ENVIRONMENTAL SERVICES	24-02823	#APSA0924 WWTP TESTING SEPT	1,418.00	0.00	
WARGEN	WARSHAUER GENERATOR, LLC	24-02841	Generator service contract	3,470.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	24-02874	INV#19912004 FIRE EXTINGUISHER	662.00	0.00	
KEPSPR	KEPWEL SPRING WATER	24-02902	ACCT #117290 SEPTEMBER 2024	12.00	0.00	
				5,562.00		
4-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	24-02900	Usage data 4000291681 OCTOBER	401.84	0.00	
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	24-02875	#0006963595 SEPTEMBER 2024	89,886.72	0.00	
4-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR	UNIVAR SOLUTIONS USA,INC.	24-02843	INVOCE #52459320 OCTOBER 2024	5,942.38	0.00	
4-07-55-502-000-259	SEWER UTILITY O/E: Pmt.of Bond Principal					
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	221,347.50	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			364,654.34		
	Department Total: UTILITY OE			364,654.34		

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-599-000-299		ACCRUED INTEREST ON BONDS & NOTES				
USBANK	US BANK OPERATIONS CTR.	24-02923	MCIA BOND INTEREST	77,064.33	0.00	
		Extd Total:		77,064.33		
		Department Total:		77,064.33		
		CAFR Total:		441,718.67		
		Fund Total:	SEWER UTILITY: BUDGET:	441,718.67		
		Year Total:		6,285,372.35		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001		Section 20 Costs				
SHOPOI	SHORE POINT ARCHITECTURE,PA	21-01208	ENGINEERING SERVICES NEW FIRE	17,200.00	0.00	B
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	22,713.62	0.00	B
				39,913.62		
		Extd Total:	Odr. 2018-57 Acq.Prop./Const. of FH	39,913.62		
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-003		Vehicles & Eqip. IT				
CDWGOV	CDW GOVERNMENT LLC	24-02412	Q#1CFJPGV PC Replacement	5,317.70	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-02604	Q#1CFP98Q Computer Accessories	2,257.40	0.00	
				7,575.10		
		Extd Total:	Ord. 2024-26 Various Veh. & Cap. Equip.	7,575.10		
		Department Total:		47,488.72		
		CAFR Total:		47,488.72		
		Fund Total:	GENERAL CAPITAL FUND BUDGET:	47,488.72		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901		Section 20 Costs				
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	3,906.76	0.00	B
		Extd Total:	Ord. 2020-8 Memorial Drive Paving	3,906.76		
		Department Total:	Ord. 2020-8 Memorial Drive Paving	3,906.76		
Department:	Ord. 2024-20 1st Ave. Road Improvements					
Extd:	Ord. 2024-20 1st Ave. Road Improvements					
C-09-17-911-000-901		Section 20 Costs				
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	95,581.74	0.00	B
		Extd Total:	Ord. 2024-20 1st Ave. Road Improvements	95,581.74		
		Department Total:	Ord. 2024-20 1st Ave. Road Improvements	95,581.74		
		CAFR Total:		99,488.50		
		Fund Total:	PARKING CAPITAL	99,488.50		
		Year Total:		146,977.22		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GRANT FUND BUDGET:					
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO	T & M ASSOCIATES	23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	777.00	0.00	B
G-02-43-956-022-217	Opiod Settlement Funds					
TMOBIL	T-MOBILE	24-02808	#990733363 8/21/24-9/20/24	63.42	0.00	
	Extd Total:			840.42		
	Department Total:			840.42		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
ENDLE005	ENDLESS WAVES LLC	24-01629	BLANKET - LEASE SUBSIDY PROG	432.68	0.00	B
VALEXP	VALUE EXPRESS INC.	24-01638	LEASE SUBSIDY BLANKET - $3000	500.00	0.00	B
WHATS005	WHAT'S YOUR EXIT LLC dba	24-01761	LEASE SUBSIDY BLANKET	394.60	0.00	B
THEBA005	THE BAKED BEAR	24-01822	LEASE GRANT 6 PMNTS @ $458.03	458.03	0.00	B
NEWHO005	NEW HOUR	24-01995	BLANKET - 6 PMNTS @$200 PER	200.00	0.00	B
ASBUR030	ASBURY PARK BREWERY, LLC	24-01996	BLANKET 6 PMNTS @$500 EA.	500.00	0.00	B
LOCAL005	LOCALS ART SPACE A NJ	24-02010	BLANKET - 6 PMNTS @$180 EA	180.00	0.00	B
OLDGL005	OLD GLORY TATTOO CO.	24-02770	LEASE SUBSIDY BLANKET	219.00	0.00	B
				2,884.31		
	Extd Total:			2,884.31		
	Department Total:			2,884.31		
G-02-43-980-024-200	Mental Health Grant 2024					
DOUSCH	DOUGLAS SCHULTZ	24-02820	Liability Ins REIMBURSEMENT	408.14	0.00	
	Extd Total:			408.14		
	Department Total:			408.14		
	CAFR Total:			4,132.87		
	Fund Total: GRANT FUND BUDGET:			4,132.87		
	Year Total:			4,132.87		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	24-02825	Dog Report 09.2024	16.20	0.00	
	Extd Total:			16.20		
	Department Total:			16.20		
	CAFR Total:			16.20		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			16.20		
Fund:	LAW ENFORCEMENT TRUST FUND BUDGET:					
T-13-56-850-000-801	Reserve for Expenditures - County					
MILCOM	MILLENNIUM COMMUNICATIONS	24-00928	PD SURVEILLANCE TRAILER UPGRAD	45,362.36	0.00	
	Extd Total:			45,362.36		
	Department Total:			45,362.36		
	CAFR Total:			45,362.36		
	Fund Total: LAW ENFORCEMENT TRUST FUND BUDGET:			45,362.36		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02778	Fliers/lawn signs Fall Fun Day	699.00	0.00	
T-17-82-850-850-003	2023 Community Events					
AMAZ0005	AMAZON.COM SERVICES	24-02745	Supplies for Fall Fun Day	56.37	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			755.37		
	Department Total:			755.37		
	CAFR Total:			755.37		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			755.37		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	24-02917	Marriage Report 3rd qtr	1,300.00	0.00	
	Extd Total:			1,300.00		
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	24-02792	NJ Catastrophic Illness Fund	859.50	0.00	
	Extd Total:			859.50		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	24-02856	3RD QTR TRAINING FEES	10,359.00	0.00	
	Extd Total: 5 YR EMERGENCY			10,359.00		
T-20-56-850-878-801	Reserve for Recreation					
SKYZON	SKY ZONE OCEAN	23-01566	summer camp activity	1,679.30	0.00	
ADVAQU	ADVENTURE AQUARIUM	24-01717	summer camp activity	3,603.14	0.00	
				5,282.44		
	Extd Total:			5,282.44		
	Department Total:			17,800.94		
	CAFR Total:			17,800.94		
	Fund Total: TRUST OTHER			17,800.94		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
JACSER	JACK A. SERPICO	24-02888	PB & ZB LGL SVS Serpico	170.00	0.00	
	Extd Total:			170.00		
	Department Total:			170.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	24-02785	PB PROF SVS CCH 316 Main	750.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	24-02797	PB & ZB CCH August 2024	450.00	0.00	
				1,200.00		
	Extd Total:			1,200.00		
	Department Total:			1,200.00		
T-21-00-556-000-299	300 6TH AVENUE(JAMES DUNN)					
THEBE005	THE BEEKMAN LAW FIRM, LLC	24-02795	PB CONFLICT LGL Beekman Dunn	1,317.50	0.00	
CLACAN	CLARKE CATON HINTZ PC	24-02797	PB & ZB CCH August 2024	1,200.00	0.00	
				2,517.50		
	Extd Total:			2,517.50		
	Department Total:			2,517.50		
T-21-00-558-000-299	138 ELIZABETH AVENUE(CEVIN ALBERT)					
CLACAN	CLARKE CATON HINTZ PC	24-02797	PB & ZB CCH August 2024	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-572-000-299	202 7TH AVE(INSP.FEES)(202 7TH AVE,LLC)					
CLACAN	CLARKE CATON HINTZ PC	24-02797	PB & ZB CCH August 2024	1,050.00	0.00	
	Extd Total:			1,050.00		
	Department Total:			1,050.00		
T-21-00-590-000-299	1506 GRAND AVENUE(JUSTIN THERIAULT)					
JACSER	JACK A. SERPICO	24-02888	PB & ZB LGL SVS Serpico	510.00	0.00	
	Extd Total:			510.00		
	Department Total:			510.00		
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
JACSER	JACK A. SERPICO	24-02888	PB & ZB LGL SVS Serpico	340.00	0.00	
	Extd Total:			340.00		
	Department Total:			340.00		
T-21-00-597-000-299	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)					
TMASSO	T & M ASSOCIATES	24-02939	SE472368 Toll Brothers	1,124.50	0.00	
	Extd Total:			1,124.50		
	Department Total:			1,124.50		
T-21-00-608-000-299	9 SUNSET DRIVE(MARIA D. TORRES)					
CLACAN	CLARKE CATON HINTZ PC	24-02797	PB & ZB CCH August 2024	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-21-00-610-000-299	212-214 2ND/KINGSLEY CON(B3901 QOZF,LLC)			
CLACAN CLARKE CATON HINTZ PC	24-02797 PB & ZB CCH August 2024	352.50	0.00	
	Extd Total:	352.50		
	Department Total:	352.50		
T-21-00-612-000-299	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.)			
JACSER JACK A. SERPICO	24-02888 PB & ZB LGL SVS Serpico	297.50	0.00	
	Extd Total:	297.50		
	Department Total:	297.50		
T-21-00-616-000-299	1217 4TH AVENUE(JOHN LIANTONIO)			
CLACAN CLARKE CATON HINTZ PC	24-02797 PB & ZB CCH August 2024	675.00	0.00	
	Extd Total:	675.00		
	Department Total:	675.00		
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)			
CLACAN CLARKE CATON HINTZ PC	24-02797 PB & ZB CCH August 2024	1,052.00	0.00	
	Extd Total:	1,052.00		
	Department Total:	1,052.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:	9,589.00		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:	9,589.00		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:			
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:			
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous			
HILLW005 HILL WALLACK LLP	24-02863 Invoice 777317 Water Front	58.50	0.00	
HILLW005 HILL WALLACK LLP	24-02867 Invoice 774229 General Matters	58.50	0.00	
		117.00		
	Extd Total:	117.00		
	Department Total:	117.00		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:	117.00		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:	117.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW			
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)			
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02870 September 2024 Fees	147.00	0.00	
T-48-56-850-000-840	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)			
DILWO005 DILWORTH PAXSON, LLP	24-02773 Invoice 611756 PHM Sunset Sq.	3,465.00	0.00	
T-48-56-850-000-855	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)			
DILWO005 DILWORTH PAXSON, LLP	24-02773 Invoice 611756 PHM Sunset Sq.	3,087.00	0.00	
MARFAL MARAZITI FALCON, LLP	24-02779 PROFESSIONAL SERVICES RENDERED	1,235.00	0.00	
		4,322.00		

Attachment: Bill List 10-23-24 (2024-459 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		24-02870	September 2024 Fees	58.80	0.00	
T-48-56-850-000-866	512-514 SUMMERFIELD(SHARED EQUITIES)					
DILWO005 DILWORTH PAXSON, LLP		24-02773	Invoice 611756 PHM Sunset Sq.	1,295.00	0.00	
HILLW005 HILL WALLACK LLP		24-02863	Invoice 777317 Water Front	17.50	0.00	
				1,312.50		
T-48-56-850-000-882	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)					
DILWO005 DILWORTH PAXSON, LLP		24-02773	Invoice 611756 PHM Sunset Sq.	1,610.00	0.00	
ACAFGI ACACIA FINANCIAL GROUP, INC.		24-02781	Invoice 2024-07 General FAS	1,202.50	0.00	
				2,812.50		
T-48-56-850-000-885	VITA GARDENS(HUDSON VALLEY PRES.FUND II)					
HILLW005 HILL WALLACK LLP		24-02863	Invoice 777317 Water Front	402.50	0.00	

Extd Total:	12,520.30
Department Total:	12,520.30
CAFR Total:	12,520.30
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW	12,520.30
Year Total:	86,161.17

Total Charged Lines: 517 Total List Amount: 6,792,983.53 Total Void Amount: 0.00

October 16, 2024
11:07 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER UTILITY: BUDGET:	3-07	270,339.92	0.00	0.00	270,339.92
CURRENT	4-01	5,576,565.20	0.00	0.00	5,576,565.20
BEACH	4-05	83,586.52	0.00	0.00	83,586.52
TRANSPORTATION UTILITY: BUDGET:	4-06	183,501.96	0.00	0.00	183,501.96
SEWER UTILITY: BUDGET:	4-07	441,718.67	0.00	0.00	441,718.67
Year Total:		6,285,372.35	0.00	0.00	6,285,372.35
GENERAL CAPITAL FUND BUDGET:	C-04	47,488.72	0.00	0.00	47,488.72
PARKING CAPITAL	C-09	99,488.50	0.00	0.00	99,488.50
Year Total:		146,977.22	0.00	0.00	146,977.22
GRANT FUND BUDGET:	G-02	4,132.87	0.00	0.00	4,132.87
ANIMAL CONTROL FUND BUDGET:	T-12	16.20	0.00	0.00	16.20
LAW ENFORCEMENT TRUST FUND BUDGET:	T-13	45,362.36	0.00	0.00	45,362.36
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	755.37	0.00	0.00	755.37
TRUST OTHER	T-20	17,800.94	0.00	0.00	17,800.94
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	9,589.00	0.00	0.00	9,589.00
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	117.00	0.00	0.00	117.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	12,520.30	0.00	0.00	12,520.30
Year Total:		86,161.17	0.00	0.00	86,161.17
Total Of All Funds:		6,792,983.53	0.00	0.00	6,792,983.53

Attachment: Bill List 10-23-24 (2024-459 : Payment of Bills)

October 23 , 2024 Meeting

Balance Brought Forward from Total List Amount	$ 6,792,983.53
CMRS-FP (24-02806)	$ 2,500.00
Nairobi Nelson (24-02669)	$ 2,000.00
Over the Moon Art Studios (24-02695)	$ 850.00
NJSHBP (24-02927)	$ 616,655.10
Total:	$ 7,414,988.63

Attachment: Bill List 10-23-24 (2024-459 : Payment of Bills)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-460
Resolution authorizing payment for emergency sewer repairs needed to S. Brothers Inc. totaling $49,725.88 utilizing Sewer O&E Funds.
915 3rd Ave - $16,474 emergency declared 9/21/24
517/518 Prospect Ave - $16165.32 emergency declared 9/4/24
108-1017 Sewall Ave - $17,086.56 emergency declared 9/4/24

RESOLUTION NO. 2024-460

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY SEWER REPAIRS NEEDED

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at the 915 3rd Avenue, 517/518 Prospect Avenue and 1008 - 1017 Sewall Avenue; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the City of Asbury Park authorizes payment to S. Brothers, Inc. in the amount of $49,725.88 for emergency sewer repairs needed; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 4-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to S. Brothers, Inc. in the amount of $49,725.88 for emergency sewer repairs needed at 915 3rd Avenue, 517/518 Prospect Avenue and 1008/1017 Sewall Avenue.

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

I, LISA ESPOSITO, 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. 2024-460 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

MEMO~ Financial Briefing on EMERGENCY Repair
Sinkhole in the center of the Roadway, at 1008-1017 Sewall Avenue.
Tuesday, October 15, 2024

To Finance Dept., City Administration and Council,

After investigating a call-in for a sinkhole, in the center of the roadway, in the vicinity of 1008-1017 Sewall Avenue, an EMERGENCY Request was submitted to, and granted by The City Administrator (on 9/4/24) in order to make the repair. DPW then moved forward and contacted T&M Associates to oversee the repair: S. Brothers, Inc. was then hired to carry out this job at a cost of $17,086.56. The sewer pipe collapse was promptly repaired and the roadway was restored correctly in order to ensure safety of motorists, bicyclists and pedestrians.

At this time, we request that S. Brothers be compensated for their services.

Tracy Lizardi

From: Gregory Toro
Sent: Monday, October 7, 2024 9:17 AM
To: Tracy Lizardi
Subject: FW: REQUEST~ for EMERGENCY Repair (915 3rd Avenue)
Attachments: S. Brothers - Inv. 3739a - Emergency Sewer Repair - Third & Prospect_2-5-24.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Tracy,

Please see below & attached; let me know if your need anything else.

Thanks again,
Greg

From: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Sent: Saturday, September 21, 2024 12:42 PM
To: Gregory Toro <gregory.toro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>
Subject: Re: REQUEST~ for EMERGENCY Repair (915 3rd Avenue)

This is declared an emergency. Please make immediate repairs. Thank you

Lilly L. Nazzaro, Esq.
City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
P (732) 502-5753
C (732) 894-1927
Lillian.Nazzaro@cityofasburypark.com

Sent from my from iPhone

On Sep 21, 2024, at 10:49 AM, Gregory Toro <gregory.toro@cityofasburypark.com> wrote:

Hello Lilly,

We have a new Sink Hole at 915 3rd Avenue, in the travel lane (*westbound*): can declare this an EMERGENCY in order for us to get the repair done, ASAP?

Thanks again,
Greg Toro, CPWM, CRP
Deputy Director, Public Works Dept.

<image004.jpg>

<image005.jpg>

<image009.jpg>

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
2/5/24	3739a

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

PAST DUE

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
	Project: City of Asbury Park - Emergency Repair at Third Ave & Prospect - work performed on 01/09/24					
	Scope of work: Excavate & locate broken water main running through 14" clay sewer causing obstruction on pipe line - caused by water company					
1	HRS - One job supervisor	8	108.00	0	8	864.00
2	Hours traffic directors 2 @ 8 hours/$115.00	16	115.00	0	16	1,840.00
3	HRS - Machine operators @ 8 hours/$120.00	16	120.00	0	16	1,920.00
4	HRS - Laborers @ 8 hrs/$106.00	32	106.00	0	32	3,392.00
5	LS - Traffic control devices, setting and removing	1	1,200.00	0	1	1,200.00
6	HRS - Truck driver @ 8hrs/$220.00	8	220.00	0	8	1,760.00
7	Per Day - 1 excavator	1	820.00	0	1	820.00
8	Per Day - 1 Backhoe	1	480.00	0	1	480.00
9	LS - Transportation and tolls	1	400.00	0	1	400.00

It's been a pleasure working with you!

Total	
Payments/Credits	
Balance Due	

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
2/5/24	3739a

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
10	LS - Mobilization to and from the jobsite	1	1,400.00	0	1	1,400.00
11	Load - RCA	1	300.00	0	1	300.00
12	Load - excavated material removed	1	510.00	0	1	510.00
13	LS - pipe, fittings, clamps & concrete used	1	943.00	0	1	943.00
14	Day compressor	1	160.00	0	1	160.00
15	Day road saw	1	130.00	0	1	130.00
16	each saw blade	1	95.00	0	1	95.00
17	Day jumping jack	1	140.00	0	1	140.00
18	Day plate compactor	1	120.00	0	1	120.00

It's been a pleasure working with you!

Total	$16,474.00
Payments/Credits	$0.00
Balance Due	$16,474.00

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

Tracy Lizardi

From: Lillian Nazzaro
Sent: Wednesday, September 4, 2024 3:46 PM
To: Gregory Toro
Cc: John Hayes; Daniel Paczkowski; JoAnn Boos; Tracy Lizardi
Subject: RE: REQUEST~ for EMERGENCY Repair (517/ 518 Prospect)

This is declared an emergency

Lillian L. Nazzaro, Esq.
City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
T: 732.502.5755
C: 732.894.1927

From: Gregory Toro <gregory.toro@cityofasburypark.com>
Sent: Wednesday, September 4, 2024 3:01 PM
To: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; Daniel Paczkowski <Daniel.Paczkowski@cityofasburypark.com>
Subject: REQUEST~ for EMERGENCY Repair (517/ 518 Prospect)

Hello Lilly,

We a new Sink Hole at 517/ 518 Prospect Avenue, in the center of the roadway: can we reach out to Jason Harzold to have S. Brothers take care of this repair? Can you declare this an EMERGENCY, in order to mobilize S. Brothers ASAP?

Thanks again,
Greg Toro, CPWM, CRP
Deputy Director, Public Works Dept.

Tracy Lizardi

From:	Gregory Toro
Sent:	Monday, October 7, 2024 9:17 AM
To:	Tracy Lizardi
Subject:	FW: REQUEST~ for EMERGENCY Repair (517/ 518 Prospect)
Attachments:	S. Brothers - Inv. 3818 - Emergency Sewer Repair - 517-518 Prospect_9-24-24.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Hello Tracy,

Please see below & attached; let me know if your need anything else.

Thanks again,
Greg

From: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Sent: Wednesday, September 4, 2024 3:46 PM
To: Gregory Toro <gregory.toro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; Daniel Paczkowski <Daniel.Paczkowski@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Subject: RE: REQUEST~ for EMERGENCY Repair (517/ 518 Prospect)

This is declared an emergency

Lillian L. Nazzaro, Esq.
City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
T: 732.502.5755
C: 732.894.1927

From: Gregory Toro <gregory.toro@cityofasburypark.com>
Sent: Wednesday, September 4, 2024 3:01 PM

To: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; Daniel Paczkowski <Daniel.Paczkowski@cityofasburypark.com>
Subject: REQUEST~ for EMERGENCY Repair (517/ 518 Prospect)

Hello Lilly,

We a new Sink Hole at 517/ 518 Prospect Avenue, in the center of the roadway: can we reach out to Jason Harzold to have S. Brothers take care of this repair? Can you declare this an EMERGENCY, in order to mobilize S. Brothers ASAP?

Thanks again,

Greg Toro, CPWM, CRP
Deputy Director, Public Works Dept.

City of Asbury Park, Dept. of Public Works
9 Main Street
Asbury Park, NJ, 07712

(732)312-8108 (*Cell*)
(732)502-5193 (*Office*)
gregory.toro@cityofasburypark.com

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
9/24/24	3818

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
	Project: Asbury Park - Emergency Sewer Repair - 517-518 Prospect (damaged by water service installation) 9/6/24					
1	LS for mobilization and demobilization of equipment to and from job site	1	1,400.00	0	1	1,400.00
2	Hours super at above project	8	108.00	0	8	864.00
3	Hours laborers (5 guys @ 8 hours each)	40	106.00	0	40	4,240.00
4	Hours machine operator @ 8 hrs	8	120.00	0	8	960.00
5	Hours trucking and drivers @ 8 hours each	16	220.00	0	16	3,520.00
6	Day excavator	1	820.00	0	1	820.00
7	Day bob cat	1	480.00	0	1	480.00
8	Day compressor	1	160.00	0	1	160.00
9	Day trench roller	1	270.00	0	1	270.00
10	LS transportation and tolls	1	400.00	0	1	400.00
11	Tons of RCA	19	16.00	0	19	304.00
12	Load of excavated materials disposed	1	510.00	0	1	510.00

It Has Been A Pleasure Working With You!
We Appreciate Your Prompt Payment

Total	
Payments/Credits	
Balance Due	

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
9/24/24	3818

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
13	LS mateirals used to repair sanitary sewer	1	745.00	0	1	745.00
14	Tons of asphalt mix 19M64	4.06	72.00	0	4.06	292.32
15	LS traffic control devices set up and removal	1	1,200.00	0	1	1,200.00

It Has Been A Pleasure Working With You!
We Appreciate Your Prompt Payment

Total	$16,165.32
Payments/Credits	$0.00
Balance Due	$16,165.32

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

Tracy Lizardi

From: Gregory Toro
Sent: Monday, October 7, 2024 9:17 AM
To: Tracy Lizardi
Subject: FW: REQUEST~ for EMERGENCY Repair (1008/ 1017 Sewall)
Attachments: S. Brothers - Inv. 3817 - Emergency Sewer Repair - 1008-1017 Sewall_9-24-24.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Tracy,

Please see below & attached; let me know if your need anything else.

Thanks again,
Greg

From: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Sent: Wednesday, September 4, 2024 3:47 PM
To: Gregory Toro <gregory.toro@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; Anthony Thompson <Anthony.Thompson@cityofasburypark.com
Subject: RE: REQUEST~ for EMERGENCY Repair (1008/ 1017 Sewall)

This is declared an emergency

Lillian L. Nazzaro, Esq.
City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
T: 732.502.5755
C: 732.894.1927

From: Gregory Toro <gregory.toro@cityofasburypark.com>
Sent: Wednesday, September 4, 2024 3:01 PM

To: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; Anthony Thompson <Anthony.Thompson@cityofasburypark.com
Subject: REQUEST~ for EMERGENCY Repair (1008/ 1017 Sewall)

Hello Lilly,

We a new Sink Hole at 1008/ 1017 Sewall Avenue, in the center of the roadway: can we reach out to Jason Harzold to have S. Brothers take care of this repair? Can you declare this an EMERGENCY, in order to mobilize S. Brothers ASAP?

Thanks again,

Greg Toro, CPWM, CRP
Deputy Director, Public Works Dept.

CITY OF ASBURY PARK NEW JERSEY

City of Asbury Park, Dept. of Public Works
9 Main Street
Asbury Park, NJ, 07712

(732)312-8108 (*Cell*)
(732)502-5193 (*Office*)
gregory.toro@cityofasburypark.com

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
9/24/24	3817

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
	Project: Asbury Park - Emergency sewer repair - 1008-1017 Sewall Avenue (caused by water line) 9/9/2024					
1	LS mobilization and demobilization of equipment from job site	1	1,400.00	0	1	1,400.00
2	Hours super at above project	8	108.00	0	8	864.00
3	Hours laborers (5 guys @ 8 hrs each)	40	106.00	0	40	4,240.00
4	Hours machine operator @ 8 hrs	8	120.00	0	8	960.00
5	Hours trucking and drivers 2 @ 9 hrs each)	18	220.00	0	18	3,960.00
6	Day excavator	1	820.00	0	1	820.00
7	Day bob cat	1	480.00	0	1	480.00
8	Day trench roller	1	270.00	0	1	270.00
9	tons of RCA	31	16.00	0	31	496.00
10	Load of excavated materials	1	510.00	0	1	510.00
11	LS for materials used to fix broken lateral and broken storm pipe	1	984.00	0	1	984.00
12	Tons of base asphalt mix 19M64	6.98	72.00	0	6.98	502.56

It Has Been A Pleasure Working With You!
We Appreciate Your Prompt Payment

Total	
Payments/Credits	
Balance Due	

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

Attachment: S. BROTHERS 1008 1017 SEWALL AVE (2024-460 : Authoring Payment for Emergency Sewer Repairs Needed)

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
9/24/24	3817

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
13	LS traffic control devices, set up and removal	1	1,200.00	0	1	1,200.00
14	LS transportation and tolls	1	400.00	0	1	400.00

It Has Been A Pleasure Working With You!
We Appreciate Your Prompt Payment

Total	$17,086.56
Payments/Credits	$0.00
Balance Due	$17,086.56

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

MEMO~ Financial Briefing on EMERGENCY Repair
Sinkhole in the Roadway, at 517-518 Prospect Avenue.
Tuesday, October 15, 2024

To Finance Dept., City Administration and Council,

After investigating a call-in for a sinkhole, in the westbound travel lane of the roadway, in the vicinity of 517-518 Prospect Avenue, an EMERGENCY Request was submitted to, and granted by The City Administrator (on 10/7/24) in order to make the repair. DPW then moved forward and contacted T&M Associates to oversee the repair, where, S. Brothers, Inc. was then hired to carry out this job at a cost of $16,165.32. The sewer pipe collapse was promptly repaired and the roadway was restored correctly in order to ensure safety of motorists, bicyclists and pedestrians.

At this time, we request that S. Brothers be compensated for their services.

MEMO~ Financial Briefing on EMERGENCY Repair
Sinkhole in the roadway, at 915 3rd Avenue
Wednesday, October 16, 2024

To Finance Dept., City Administration and Council,

After responding to a call-in for a sinkhole, at 915 3rd Avenue, an EMERGENCY Request was submitted to, and granted by The City Administrator (on 10/7/24) in order to make the repair. DPW then moved forward and contacted T&M Associates to oversee the repair, where, S. Brothers, Inc. was then hired to carry out this job at a cost of $16,474.00. The sewer pipe collapse was promptly repaired and the roadway was restored correctly in order to ensure safety of motorists, bicyclists and pedestrians.

At this time, we request that S. Brothers be compensated for their services.

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-461
License agreement for winter vestibule at the entrance of Flavia's Cucina Romana at 550 Cookman Avenue. Vestibule will be up from March to November for three years.

RESOLUTION NO. 2024-461

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A LICENSE AGREEMENT FOR ENCROACHMENT INTO AN AREA OF THE CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 550 COOKMAN AVENUE (BLOCK 3105, LOT 4.01).

WHEREAS, the City of Asbury Park (the "City") possesses jurisdiction over certain public right-of-way ("R.O.W.") areas located within the City, including a portion of the sidewalk area adjacent to Cookman Avenue which is in front of the restaurant known and operated by Flavia's Cucina Romana ltd. at 550 Cookman Avenue, Unit 101, in the City, known as "Flavia's"; and

WHEREAS, Flavia's Cucina Romana ltd. has requested that the City allow it to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of Flavia's on Cookman Avenue, which vestibule will encroach in certain limited respects into the City R.O.W. area; and

WHEREAS, the City is willing to allow this temporary encroachment into the R.O.W. under the terms and conditions as set forth in the attached License Agreement; and

WHEREAS, the area of the encroachment shall not be larger than the following: 105" in height, 75" wide and 18" out into the City R.O.W. (sidewalk) measured from the front door of the restaurant; and

WHEREAS, a depiction of the temporary seasonable vestibule is set forth in Exhibit "A" annexed to the attached License Agreement; and

WHEREAS, the time period of this approval shall be limited to the 5 month period from November through March, on an annual basis, for no longer than three (3) consecutive years, commencing on November 1, 2024 and expiring on March 31, 2027; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area adjacent to Cookman Avenue where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the construction of the seasonal vestibule which encroaches into the R.O.W. area referenced above under the terms and conditions set forth in the attached License Agreement, or one which is substantially similar thereto and satisfactory to the City Attorney.

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, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby allows Flavia's Cucina Romana ltd. to construct a <u>temporary</u> seasonal vestibule on and over a portion of the sidewalk in front of the restaurant known as "Flavia's," which vestibule shall encroach into the R.O.W. area along Cookman Avenue in the dimensions as set forth above, conditioned upon payment of the sum of <u>One Thousand Dollars</u> ($1,000.00) per year, and further subject to the terms and conditions set forth in the attached License Agreement to be executed by the Parties.

2. That the term of this approval shall be limited to the 5 month period from November through March, on an annual basis, for no longer than three (3) consecutive years, commencing on November 1, 2024 and expiring on March 31, 2027.

3. That, notwithstanding the time periods referenced in paragraph 2 above, the temporary seasonal vestibule shall not be allowed to remain within the R.O.W. area during the time that a sidewalk café permit relating to the subject premises is in effect.

4. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which is approved by the City Attorney.

5. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.

6. That a certified copy of this Resolution shall be provided to each of the following:

   a. Flavia's Cucina Romana ltd. ;
   b. Lillian L. Nazzaro, Esq., City Manager;
   c. Michele Alonso, Director of Planning and Redevelopment; and
   d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, 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. 2024-461 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

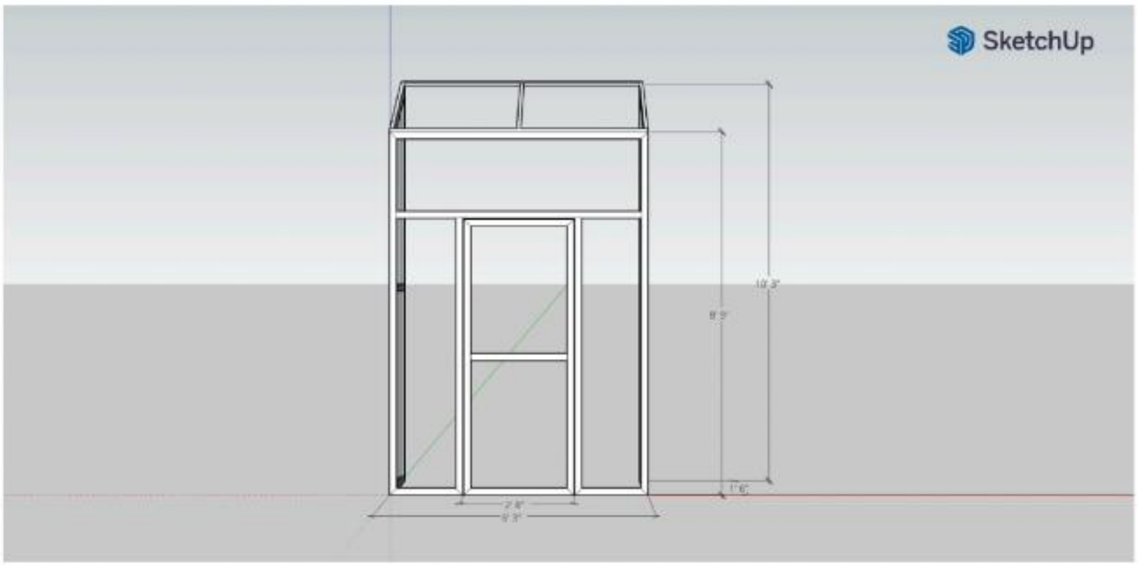
Exhibit A

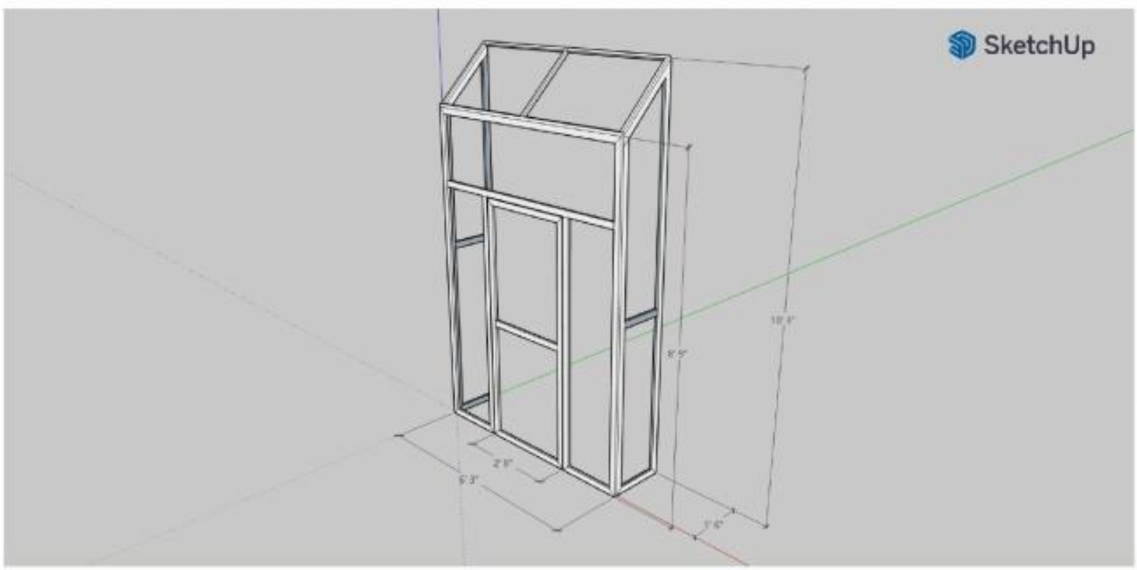
Summary

Flavia's Cucina Romana Restaurant which is located at 550 Cookman Ave #101has asked for a license agreement to put a winter vestibule in its front door. The vestibule will project into the ROW 18 inches. The license agreement would be for 3 years with the option to renew for an additional 2 years for $1000 a year. The vestibule is not to be installed and in place when the sidewalk café tables and chairs are on the sidewalk during the months of November to March.

Existing Storefront

Proposed Vestibule





Location


Bangs Ave
Cafe Volan
512
525
Cookman Ave
Cookman Ave
Cook
Toast Asbury Park
Brunch · $$
530
Flavia's Cucina Romana
Hot Sand

License Agreement For Encroachment Into An Area Of The City Right-Of-Way Adjacent To The Property Located At 550 Cookman Avenue (Block 3105, Lot 4.01).

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _______________, 2024, by and between Flavia's Cucina Romana ltd, whose address is 550 Cookman Avenue, Unit 101, Asbury Park, New Jersey 07712 (hereinafter "Licensee"), and the CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter ("Licensor" or "City").

Collectively, the Licensee and the Licensor shall hereinafter be referred to as the "Parties," and each individually as a "Party."

WITNESSETH:

WHEREAS, the Licensor possesses jurisdiction over certain public right-of-way ("R.O.W.") areas located within the City of Asbury Park, including a portion of the sidewalk area adjacent to Cookman Avenue which is in front of the restaurant operated by the Licensee at 550 Cookman Avenue, Unit 101, Asbury Park, New Jersey, known as "Flavia's"; and

WHEREAS, the Licensee has requested that the Licensor allow it to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of the restaurant operated by the Licensee on Cookman Avenue, which vestibule shall encroach in certain limited respects into the City R.O.W. area; and

WHEREAS, the Licensor is willing to allow this temporary encroachment into the R.O.W. under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good and valuable consideration, the adequacy of which the Parties expressly acknowledge, the Parties agree as follows:

1. To the extent that the City possesses jurisdiction over the R.O.W. area referenced herein and without making any affirmative representations with regard thereto, the Licensor hereby grants to the Licensee the revocable right (the "License") to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of the restaurant operated by Licensee on Cookman Avenue, which vestibule shall encroach in certain limited respects into the City R.O.W. area (as set forth in more detail in Paragraph 2 below), subject to the conditions set forth herein.

2. The area of the encroachment permitted to be utilized by the Licensee pursuant to the within License shall not be larger than the following: 105" in height, 75" wide and 18" out into the public R.O.W. (sidewalk) measured from the front door of the restaurant. A depiction of the temporary seasonal vestibule is shown on the attached Exhibit "A."

3. The term of the License shall be limited to the 5 month period from November through March, on an annual basis, for no longer than three (3) consecutive years, commencing on November 1, 2024 and expiring on March 31, 2027.

4. Notwithstanding the time periods referenced in Paragraph 3 above, the temporary seasonal vestibule shall not be allowed to remain within the R.O.W. area during the time that a sidewalk café permit relating to the subject premises is in effect.

5. The Licensee agrees to pay the Licensor the sum of One Thousand Dollars ($1,000.00) per year as part of the consideration for the granting of the within License. This sum shall be paid at the time of execution of the within License Agreement, and on or before January 1st of each of the two (2) successive years covered by this Agreement.

6. The within License shall be revocable at the will of the Licensor, and the Licensee shall have no recourse against the Licensor if said privilege is revoked at any time during the course of the within Agreement.

7. The Licensee will exercise the privilege granted herein at the Licensee's own risk and agrees that it will never claim any damages against the Licensor for any injury or damages suffered on account of the License, regardless of fault or negligence of the Licensor.

8. The Licensee hereby agrees to indemnify and hold the City of Asbury Park, its Officers, Agents, Appointed or Elected Officials, Board Members and Directors, Employees, Volunteers and Insurers, including but not limited to the New Jersey Intergovernmental Insurance Fund ("NJIIF") (collectively referred to herein as the "Indemnitees") harmless from and against any and all claims or liabilities, including attorney fees and defense costs, arising out of or in any way related to the activities of the Licensee, its affiliates, sub-contractors, employees, agents, successors and assigns in connection with the License granted herein (the "Indemnification"). The Indemnification shall include all losses and injuries of any kind, including but not limited to bodily injuries and property damage, whether said losses are incurred directly or as a result of third party claims. The Indemnification shall include losses not covered by insurance and any insurance deductibles and any self-insured retentions. It is the intention of the Parties that any claim for relief of any type being asserted against any or all of the Indemnitees, based upon any act of negligence, gross negligence or intentional misconduct of the Licensee, its employees, agents, affiliates, sub-contractors, successors and assigns, shall be the responsibility of the Licensee, and the Licensee shall hold the City of Asbury Park and all of the Indemnitees harmless from same. The City will provide the Licensee with prompt, written notice of any loss covered by the Indemnification; provided that any failure of the City to provide any such notice, or to provide it promptly, shall not relieve the Licensee from its indemnification and hold harmless obligation in respect of such loss, except to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. The City shall cooperate with the Licensee in connection with the Licensee defense of third party claims. The Licensee shall defend the City, at the City's request, against any third party

claim with counsel of the City's choosing that is reasonably satisfactory to the Licensee.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first written above.

Witness:		Licensee:
		FLAVIA'S CUCINA ROMANA, LTD.
______________________________		______________________________
Print Name:____________________	By:	Kevin Matthews, Owner
Attest:		CITY OF ASBURY PARK
______________________________		______________________________
Lisa Esposito, City Clerk		Honorable John Moor, Mayor

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-462
A jurisdictional agreement outlining the maintenance responsibilities of both the City of Asbury Park and the New Jersey Department of Transportation in regards to State Route 71 Main Street.

RESOLUTION NO. 2024-462

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING STREETSCAPE MAINTENANCE JURISDICTIONAL AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR STATE ROUTE 71 MAIN STREET

WHEREAS, the City received notification from the New Jersey Department of Transportation that the City was awarded $237,000.00 from the Transportation Alternatives Program Federal program (Federal Project No. TAP-0071(304)) for the installation of street trees and street furniture along Main Street (NJ Route 71); and

WHEREAS, The City adopted Resolution 2019-371 on November 26, 2019 accepting the grant; and

WHEREAS, the State of New Jersey Department of Transportation has requested that an agreement be entered between the City of Asbury Park and the State of New Jersey, which would allocate the jurisdictional responsibilities for highway maintenance and control between the City of Asbury Park and the State of New Jersey with reference to certain portions of Route 71 and streets within the City of Asbury Park; and,

WHEREAS, maps outlining the jurisdictional limits of each have been reviewed and approved by the City of Asbury Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey hereby authorize Mayor John Moor and City Clerk Lisa Esposito to execute the Agreement between the City of Asbury Park and the State of New Jersey.

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

I, LISA ESPOSITO, 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. 2024-462 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

10/11/2024

To: City Council Members

From: James Bonanno

Subject: State Route 71 (Main Street) Jurisdictional Agreement

City Council Members,

In August 2017 the City of Asbury Park was awarded a Transportation Alternatives Project Grant intended for the planting of street trees, and installation of bicycle racks and benches along Main Street also known as State Route 71. The project limits are between the Neptune Border at the southernmost portion of Main Street to the intersection of Deal Lake Drive and Eighth Avenue. Slightly over 100 shade trees, about 60 bicycle racks and four benches are planned to be installed.

As this portion of Main Street is owned by the State of New Jersey, NJDOT has requested the City of Asbury Park enter into a jurisdictional agreement with them to establish maintenance responsibilities of both parties. Along with the resolution is the agreement and a map of the jurisdictional limits. The State of New Jersey (NJDOT) will maintain all responsibilities involving roadway, and sidewalk maintenance while the City of Asbury Park will assume maintenance responsibilities of all streetscape elements such as bicycle racks, benches, trees and plantings. All street lights and utility poles currently owned and maintained by JCP&L will remain the maintenance responsibility of JCP&L.

I am available to answer any questions or provide any additional information.

Thank you,

James Bonanno

Director of Transportation

732-502-5762

James.Bonanno@cityofasburypark.com

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4991
ROUTE 71 STREETSCAPE IMPROVEMENTS
CITY OF ASBURY PARK IN MONMOUTH COUNTY

THIS JURISDICTIONAL AGREEMENT, made this_____ day of____________ Two Thousand Twenty-Four (2024), between the CITY OF ASBURY PARK in Monmouth County, hereinafter referred to as the "City", and the NEW JERSEY DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “NJDOT” (collectively the “Parties”), witnesseth that:

WHEREAS, the City plans to make streetscape improvements within the Route 71 right-of-way; and

WHEREAS, Route 71 is affected are the improvements; and

WHEREAS, in order to prevent future legal or maintenance issues in this area, it is necessary that the Parties apportion the jurisdiction for highway maintenance and control in an equitable manner required by N.J.S.A. 27:7-1 to -44.22; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. For the purpose of this Agreement, the following definitions apply:

   “Highway maintenance” is defined as the upkeep of the highway area and includes, but is not limited to: the upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.

   “Highway control” is defined as the regulation and management of the highway area, and includes, but is not limited to: controlling access, reviewing permits for roadway openings, driveways and utilities, reviewing all proposed geometric changes, and setting speed limits, no parking zones and other traffic controls.

   “Streetscape maintenance” is defined as the upkeep of the streetscape features located within NJDOT right-of-way and includes, but is not limited to; trimming, replacement and landscaping of planting beds & trees, the maintenance, installation and/or replacement of the decorative light pole assemblies, community/gateway signs, metal tree grates, benches, trash/recycle receptacles, bike racks, and newspaper racks.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4991
ROUTE 71 STREETSCAPE IMPROVEMENTS
CITY OF ASBURY PARK IN MONMOUTH COUNTY

2 The City agrees to:

a. Assume jurisdiction for Highway maintenance and Highway control, upon completion of construction and final acceptance by the NJDOT, in the areas shown with "double-line hatching" on sheets 1 thru 5 of 5 of a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 71, ASBURY PARK STREETSCAPE, CITY OF ASBURY PARK, COUNTY OF MONMOUTH, SCALE AS INDICATED, AUGUST 2024" (the "Map"), which map is appended hereto and made a part hereof.

b. Assume jurisdiction for Streetscape maintenance in the areas shown "shaded with double-line hatching" on the Map.

c. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3, be responsible for personal injuries and property damage caused by the actions of the City, its agents, servants and employees which arise out of or which are claimed to arise out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 to -11.

3 The NJDOT agrees to:

a. Assume jurisdiction for Highway maintenance and Highway control, upon completion of construction and final acceptance by the NJDOT, in the area, as shown "shaded" on the Map.

b. Assume jurisdiction for Highway maintenance and Highway control, excluding Streetscape maintenance responsibilities, in the areas as shown "shaded with double line hatching" on the Map.

4 Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.

5 To the extent of the jurisdictional limits established herein, if any provisions of this Agreement which may be inconsistent with that of a prior Agreement, the provisions of this agreement shall control. All remaining provisions of any prior Agreement will continue in full force and effect.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4991
ROUTE 71 STREETSCAPE IMPROVEMENTS
CITY OF ASBURY PARK IN MONMOUTH COUNTY

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10, and the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 to 12-3.

7. This Agreement does not create in any individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties intend and expressly agree that only the Parties shall have any legal right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring any action for breach of this Agreement.

8. No official, employee, agent, consultant, contractor, or subcontractor of the NJDOT shall be personally liable under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach of this Agreement.

9. This Agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

10. By submitting this Agreement with electronic signatures, the Parties acknowledge that they will accept and submit electronic signatures in connection with the submission of this Agreement, including any amendment in connection therewith. Both Parties acknowledge the right to opt-out of this arrangement and can request hard copies of the applicable documents to sign and review upon 30 days written notice to the other Party. The Parties agree that each Party reserves the right to refuse to conduct other transactions by means of electronic signatures.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4991
ROUTE 71 STREETSCAPE IMPROVEMENTS
CITY OF ASBURY PARK IN MONMOUTH COUNTY

IN WITNESS WHEREOF, the Parties have signed, sealed, and attested to this Agreement.

Attested/Witnessed/Affix Seal

THE CITY OF ASBURY PARK
MONMOUTH COUNTY

By: ____________________________
Lisa Esposito, Clerk

By: ____________________________
John Moor, Mayor

Date: _________________

THE NEW JERSEY DEPARTMENT OF TRANSPORTATION

Attested/Witnessed/Affix Seal

By: ____________________________
Anika James
Department Secretary
N.J. Department of Transportation

By: ____________________________
Parth Oza, P.E.
Assistant Commissioner
Capital Program Management
N.J. Department of Transportation

Date: _________________

This Agreement has been reviewed and approved as to form:

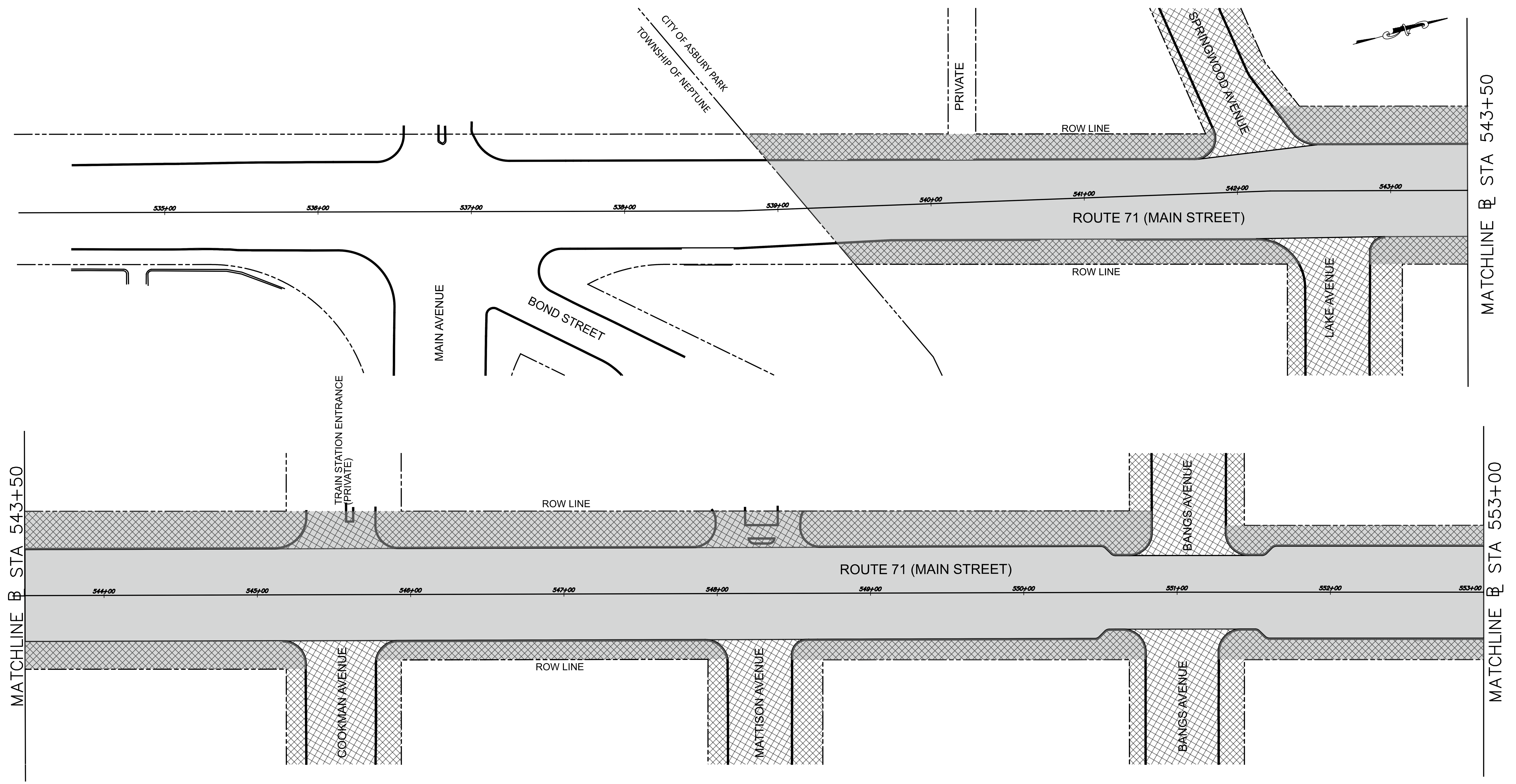
MATTHEW J. PLATKIN,
ATTORNEY GENERAL OF NEW JERSEY

By: ____________________________
Jensen Vizzard
Deputy Attorney General

Date: _________________

TOWNSHIP OF NEPTUNE
CITY OF ASBURY PARK

COUNTY OF MONMOUTH



LEGEND:

(solid shading)	JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
(crosshatch)	JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF ASBURY PARK
(shaded crosshatch)	JURISDICTION FOR MAINTENANCE AND CONTROL BY NJDOT JURISDICTION FOR STREETSCAPE MAINTENANCE BY THE CITY OF ASBURY PARK
— · — · —	RIGHT OF WAY LINE (ACCESS PERMITTED)
- - - —	CORPORATE BOUNDARY LINE

NOTES:

1. SIDEWALKS, DRIVES, AND PRIVATE ROADS ARE NOT AFFECTED BY THIS AGREEMENT.
2. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN.

30 20 10 0 30 60
SCALE IN FEET

1 / 5

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 71
ASBURY PARK STREETSCAPE

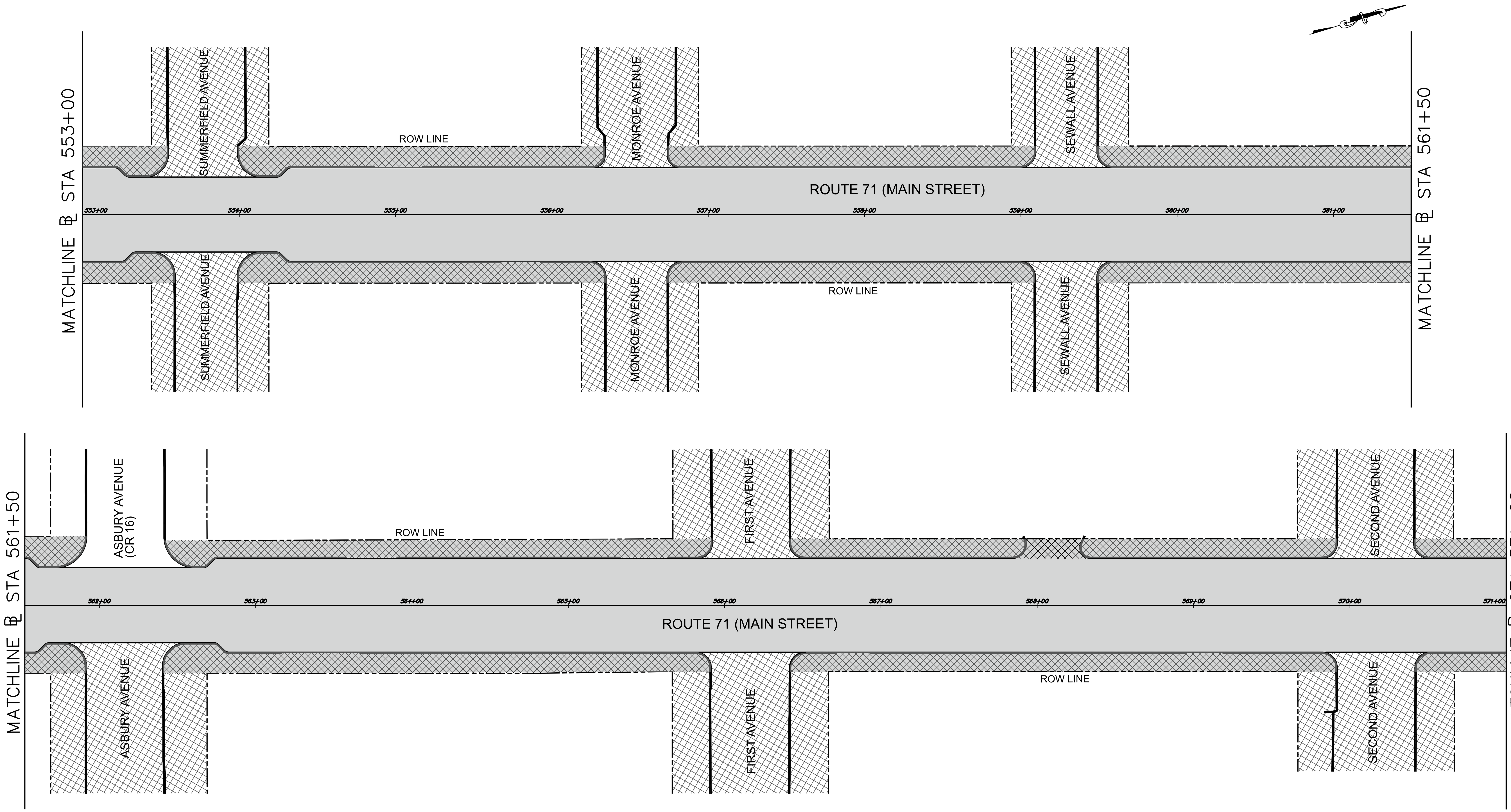
CITY OF ASBURY PARK
SCALE: AS INDICATED

COUNTY OF MONMOUTH
AUGUST 2024

FPA FRENCH & PARRELLO ASSOCIATES
New Jersey ▲ New York ▲ Pennsylvania ▲ Georgia
FPAengineers.com
Corporate Office:
1800 Rt 34, Suite 101
Wall, New Jersey 07719
732.312.9800

CITY OF ASBURY PARK

COUNTY OF MONMOUTH



LEGEND:

- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF ASBURY PARK
- JURISDICTION FOR MAINTENANCE AND CONTROL BY NJDOT JURISDICTION FOR STREETSCAPE MAINTENANCE BY THE CITY OF ASBURY PARK
- RIGHT OF WAY LINE (ACCESS PERMITTED)
- CORPORATE BOUNDARY LINE

NOTES:

1. SIDEWALKS, DRIVES, AND PRIVATE ROADS ARE NOT AFFECTED BY THIS AGREEMENT.
2. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN.

30 20 10 0 30 60
SCALE IN FEET

2 / 5

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

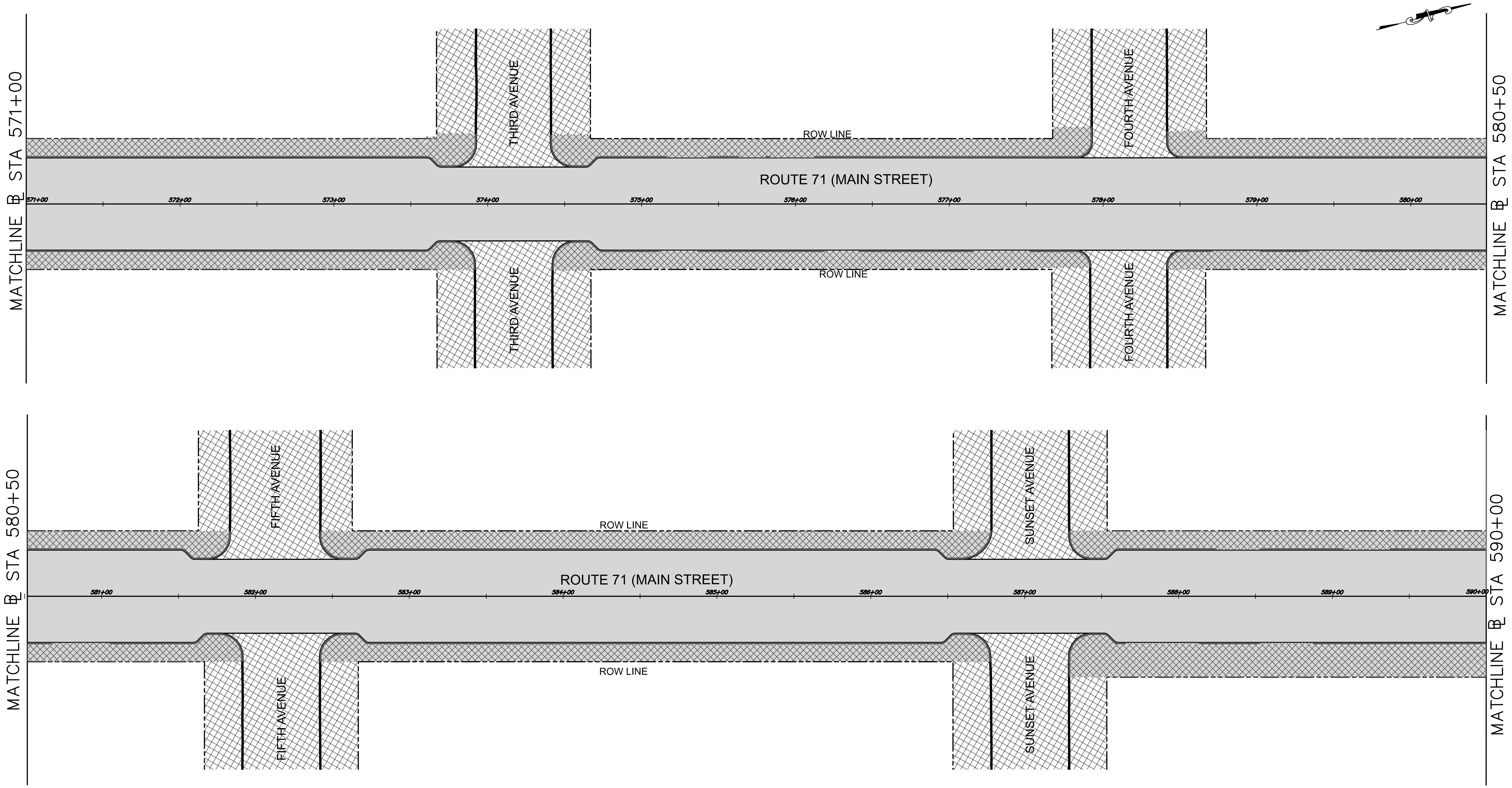
ROUTE 71
ASBURY PARK STREETSCAPE

CITY OF ASBURY PARK
SCALE: AS INDICATED

COUNTY OF MONMOUTH
AUGUST 2024

Corporate Office:
1800 Rt 34, Suite 101
Wall, New Jersey 07719
732.312.9800
FPAengineers.com
FRENCH & PARRELLO ASSOCIATES
New Jersey ▲ New York ▲ Pennsylvania ▲ Georgia

CITY OF ASBURY PARK *COUNTY OF MONMOUTH*



LEGEND:

- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF ASBURY PARK
- JURISDICTION FOR MAINTENANCE AND CONTROL BY NJDOT JURISDICTION FOR STREETSCAPE MAINTENANCE BY THE CITY OF ASBURY PARK
- RIGHT OF WAY LINE (ACCESS PERMITTED)
- CORPORATE BOUNDARY LINE

NOTES:

1. SIDEWALKS, DRIVES, AND PRIVATE ROADS ARE NOT AFFECTED BY THIS AGREEMENT.
2. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN.

30 20 10 0 30 60
SCALE IN FEET

3 / 5

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 71
ASBURY PARK STREETSCAPE

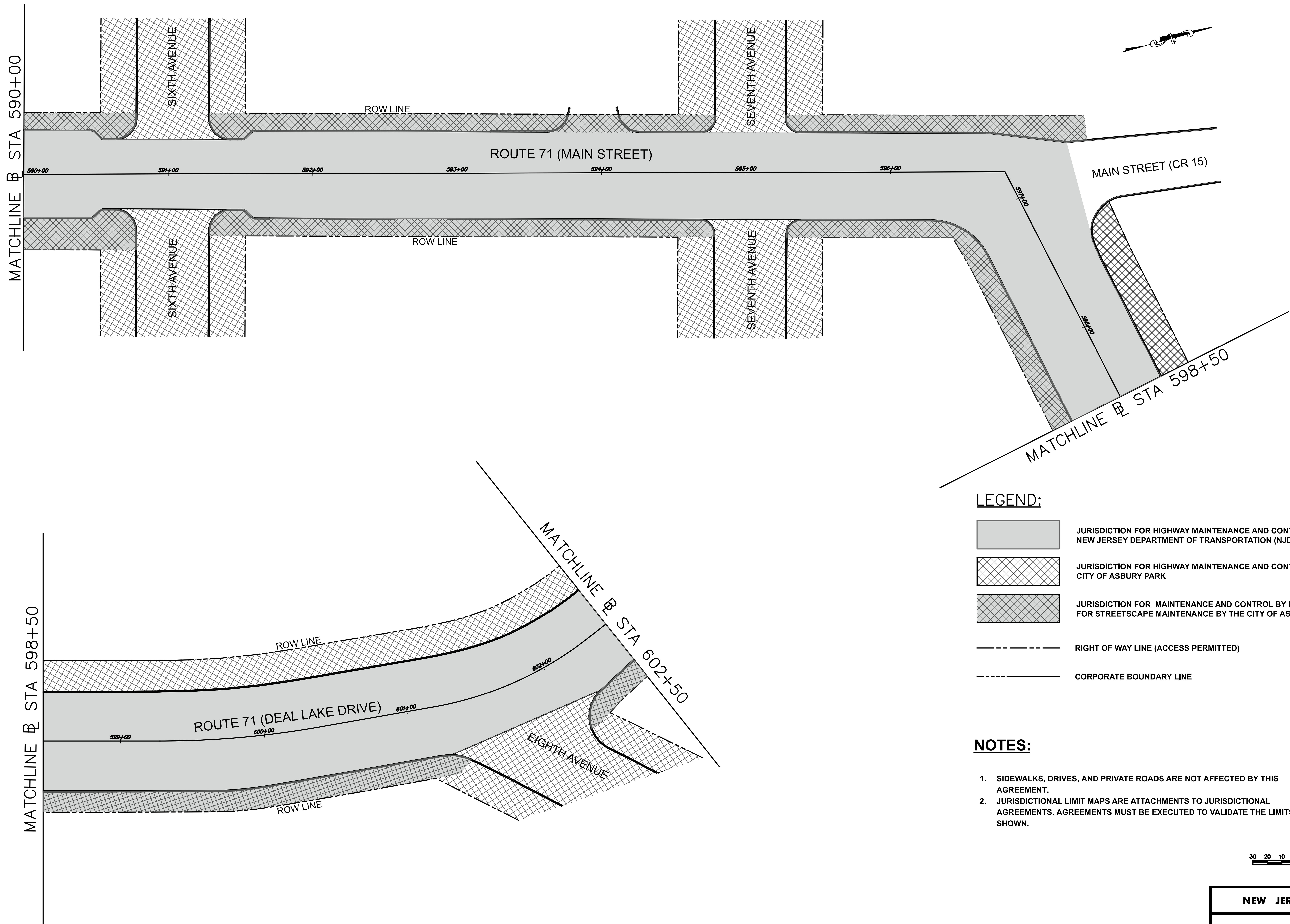
CITY OF ASBURY PARK
SCALE: AS INDICATED

COUNTY OF MONMOUTH
AUGUST 2024

FPA
FRENCH & PARRELLO ASSOCIATES
Corporate Office:
1800 Rt 34, Suite 101
Wall, New Jersey 07719
732.312.9800
FPAengineers.com
New Jersey ▲ New York ▲ Pennsylvania ▲ Georgia

CITY OF ASBURY PARK

COUNTY OF MONMOUTH



LEGEND:

(light grey)	JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
(light crosshatch)	JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF ASBURY PARK
(dark crosshatch)	JURISDICTION FOR MAINTENANCE AND CONTROL BY NJDOT JURISDICTION FOR STREETSCAPE MAINTENANCE BY THE CITY OF ASBURY PARK
— - — - —	RIGHT OF WAY LINE (ACCESS PERMITTED)
- - - ——	CORPORATE BOUNDARY LINE

NOTES:

1. SIDEWALKS, DRIVES, AND PRIVATE ROADS ARE NOT AFFECTED BY THIS AGREEMENT.
2. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN.

30 20 10 0 30 60
SCALE IN FEET

4 / 5

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 71
ASBURY PARK STREETSCAPE

CITY OF ASBURY PARK
SCALE: AS INDICATED

COUNTY OF MONMOUTH
AUGUST 2024

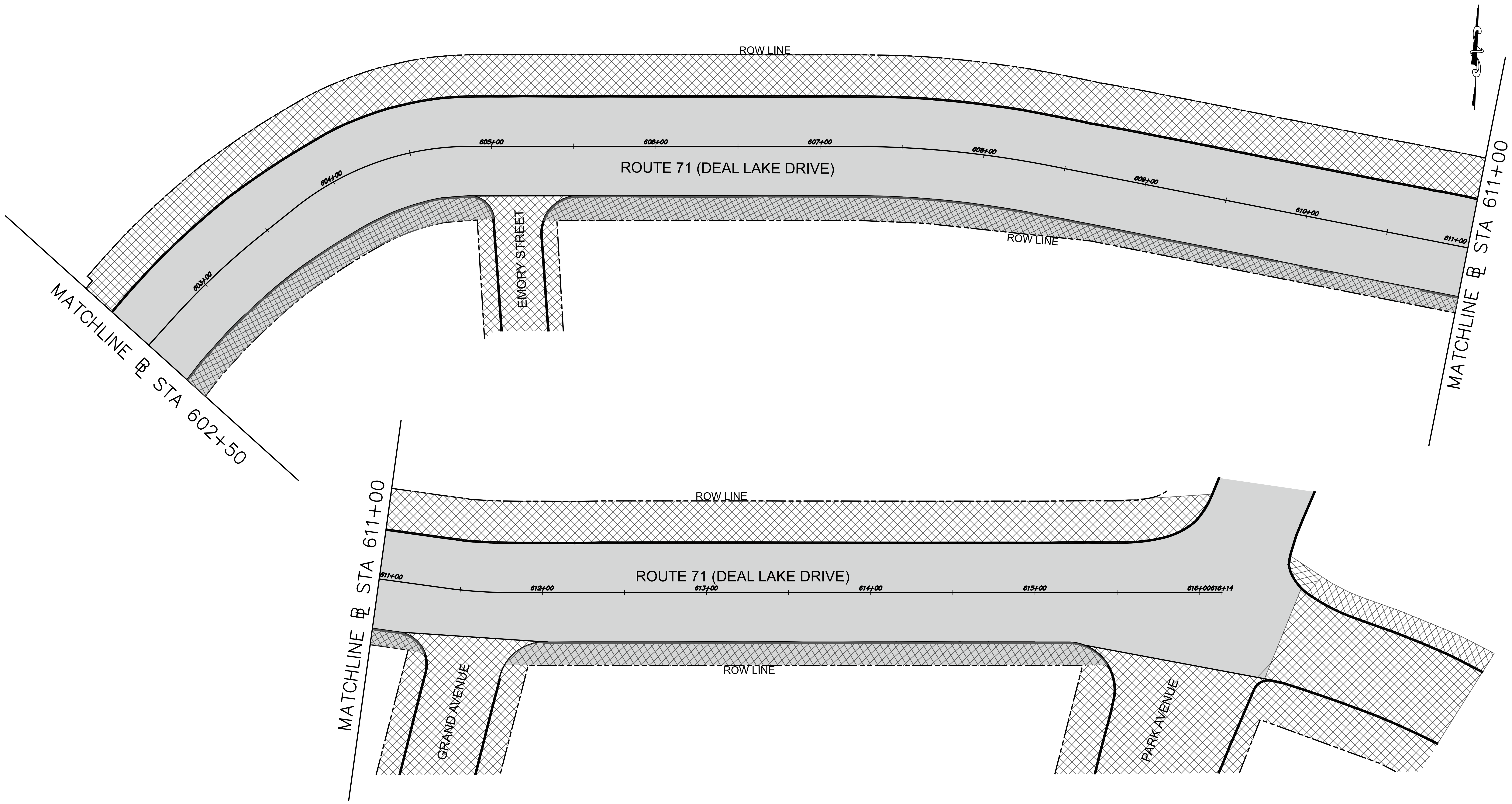
Corporate Office:
1800 Rt 34, Suite 101
Wall, New Jersey 07719
732.312.9800
FPAengineers.com
FPA FRENCH & PARRELLO ASSOCIATES
New Jersey ▲ New York ▲ Pennsylvania ▲ Georgia

4991

MP 7.9 TO MP 9.4

CITY OF ASBURY PARK

COUNTY OF MONMOUTH



LEGEND:

- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF ASBURY PARK
- JURISDICTION FOR MAINTENANCE AND CONTROL BY NJDOT JURISDICTION FOR STREETSCAPE MAINTENANCE BY THE CITY OF ASBURY PARK
- RIGHT OF WAY LINE (ACCESS PERMITTED)
- CORPORATE BOUNDARY LINE

NOTES:

1. SIDEWALKS, DRIVES, AND PRIVATE ROADS ARE NOT AFFECTED BY THIS AGREEMENT.
2. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN.

SCALE IN FEET

5 / 5

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 71
ASBURY PARK STREETSCAPE

CITY OF ASBURY PARK
SCALE: AS INDICATED

COUNTY OF MONMOUTH
AUGUST 2024

4991

MP 7.9 TO MP 9.4

FPA FRENCH & PARRELLO ASSOCIATES
Corporate Office: 1800 Rt 34, Suite 101 Wall, New Jersey 07719 732.312.9800
FPAengineers.com
New Jersey ▲ New York ▲ Pennsylvania ▲ Georgia

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-463

Amendment to the Waterfront Infrastructure Report to permit for Green Landscaped "Bump outs" in the Public Right of Way (Row) of certain streets in Waterfront. The streets are Sixth, Seventh, Eighth Avenues and Deal Lake Drive between Kingsley and Webb Streets

RESOLUTION NO. 2024-463

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY AMENDING THE INFRASTRUCTURE COMPONENT REPORT FOR THE WATERFRONT REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these areas; and

WHEREAS, the City has designated that certain area known as the "Waterfront Redevelopment Area" (the "Area" or the "Redevelopment Area") as "an area in need of redevelopment" in accordance with the Act; and

WHEREAS, the City has enacted the "Asbury Park Waterfront Redevelopment Plan" (dated March 15, 2002, and as amended and supplemented from time to time, the "Plan"), which governs redevelopment in the Area; and

WHEREAS, the City and Asbury Partners, LLC ("Master Developer") have entered into an Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002, as amended (the "Redeveloper Agreement") for the redevelopment of the Prime Renewal Area of the Redevelopment Area, as that term is defined in the Plan; and

WHEREAS, the City adopted an Infrastructure Component Report (dated January 19, 2004), which was subsequently amended at various times, and which was amended most recently with the City's adoption of the Amended and Restated Infrastructure Component Report, dated June 13, 2018, and as further amended in June 2019 ("Infrastructure Component Report");

WHEREAS, the Infrastructure Component Report governs the scope of public infrastructure work needed in the Redevelopment Area; and

WHEREAS, the City and Master Developer wish to create a more pedestrian friendly street design layout with "bump outs" via the addition of: (i) approximately 22,745 square feet (0.52 acres) of new greenspace; and (ii) 12,760 square feet (0.29 acres) of new permeable pavers, collectively resulting in the addition of approximately 35,505 square feet (0.81 acres) of total new permeable area along Webb Street, Sixth Avenue, Seventh Avenue, Eighth Street, Deal Lake Drive and Kingsley Street, as more particularly shown on a map entitled "Infrastructure

Improvement Plans for Asbury Partners, LLC", prepared by Colliers Engineering & Design, dated April 4, 2024 ("Public Infrastructure Green Space Exhibit"), annexed hereto as **XIII. Public Infrastructure Greenspace Exhibit Revised to 10.4.24 under 12.4 Design Exhibits**

; and

WHEREAS, the City wishes to amend the Infrastructure Component Report to reflect the amended street design of Webb Street, Sixth Avenue, Seventh Avenue, Eighth Street, Deal Lake Drive and Kingsley Street; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth, New Jersey that:

1. The Greenspace Exhibit is hereby added and incorporated into the Infrastructure Component Report; and

2. To the extent the Greenspace Exhibit conflicts with any other text or visual component of the Infrastructure Component Report, the Greenspace Exhibit shall control.

This resolution shall take effect immediately.

I, LISA ESPOSITO, 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. 2024-463 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

Summary

Amendment to the Waterfront Infrastructure Report to permit for Green Landscaped "Bump outs" in the Public Right of Way (Row) of certain streets in Waterfront. The streets are Sixth, Seventh, Eighth Avenues and Deal Lake Drive between Kingsley and Webb Streets. The Bump outs will have notched curbs to permit waterflow from the street to the landscaped spaces. The Bump outs will be maintained by the Master Developer for three years and Landscaping design will be subject to the approval of City Professionals.

The scope of work for the infrastructure program was originally outlined in the Infrastructure Component Report by the City in 2005 and was last amended in 2019. The purpose of the Amendment and Restatement to the Infrastructure Component Report (the "Amended and Restated ICR") is to document the completed infrastructure installations since inception of redevelopment in 2004 and delineate the remaining infrastructure improvements for the Waterfront Redevelopment Plan Area. It references important planning and design considerations such as sewer line replacement, traffic signal installation, complete streets tools, resilient design and green infrastructure strategies, and signage and wayfinding concepts.

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-464
Awarding a bid the Boardwalk Decking Removal and Replacement Project to Vulcan Construction Group in the amount of $2,003,265 utilizing Grant Funds.

RESOLUTION NO. 2024-464

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING A BID FOR BOARDWALK DECKING REMOVAL AND REPLACEMENT PROJECT

WHEREAS, the City of Asbury Park duly advertised on Wednesday, September 25, 2024 for the receipt of bids for Boardwalk Decking Removal and Replacement Project; and

WHEREAS, six (6) bids were received on Tuesday, October 8, 2024 and reviewed by the City Engineer, City Attorney and Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for the Boardwalk Decking Removal and Replacement Project to Vulcan Construction Group in the amount of two million three thousand two hundred sixty-five dollars and zero cents ($2,003,265.00); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account G-02-43-984-024-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it hereby awards a contract to Vulcan Construction Group for the Boardwalk Decking Removal and Replacement Project.

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

I, LISA ESPOSITO, 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. 2024-464 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

YOUR GOALS. OUR MISSION.

ASPK-00797 October 10, 2024
(*Via email)*

Ms. Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Boardwalk Decking Removal & Replacement Project
T&M Project No. ASPK-00797
Recommendation to Award Bid

Dear Ms. Nazzaro:

On Tuesday, October 8, 2024, six (6) bids were received for the above referenced project. This project consists of the reconstruction for the existing boardwalk deck along Ocean Avenue, spanning between the Casino and approximately Seventh Avenue. The work includes the removal and replacement of the boardwalk decking, new water service line and connections, benches, and garbage/recycling receptacles.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

Contractor	Total Bid	
Vulcan Construction Group, Inc.	**$2,003,265.00**	
Capela Construction, Inc.	$2,373,687.00	*
Lucas Brothers, Inc.	$2,490,000.00	
Cypreco Industries, Inc.	$2,898,085.00	
A-Tech Concrete, Co.	$2,906,200.00	*
Rencor, Inc.	$3,083,400.00	*
Engineer's Est.	*$2,641,950.00*	

* Corrected Amount

The apparent low bidder is Vulcan Construction Group, Inc., of 3 Hance Drive, Cookstown, NJ 08511. T&M has worked with Vulcan Construction Group, Inc. on past projects in New Jersey for several of T&M's municipal clients and find their work to be satisfactory. We have also contacted the references provided by contractor, all providing positive feedback. In addition, we have contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, Vulcan Construction Group, Inc., for the project bid, in the amount of $2,003,265.00.

Award of the contract should be made contingent upon certification of the availability of funds by the CFO, and review of the bid package by the City Attorney and Purchasing Agent.

Le: Ms. Lillian L. Nazzaro, Esq., City Manager

Re: Boardwalk Decking Removal & Replacement Project
Recommendation to Award Bid

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER / PRINCIPAL PROJ. MGR.
On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:HNS:ps
Enclosures
Cc: Via Email to:
John Hayes, Deputy City Manager
JoAnn Boos, CFO
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk
Gregory Toro, Deputy Director of Public Works
James Bonanno, Transportation Manager
Frederick C. Raffetto, City Attorney
James Foster, Treasurer
All Bidders

G:\Projects\ASPK\00797\Correspondence\Nazzaro_JDH_Boardwalk Decking Removal & Replacement_Recommendation of Award Letter.docx

BID SUMMARY BOARDWALK DECKING REMOVAL AND REPLACEMENT PROJECT CITY OF ASBURY PARK ASPK-00797 OCTOBER 8, 2024				*Engineer's Estimate*		Vulcan Construction Group, Inc. 3 Hance Drive Cookstown, NJ 08511 (848) 525-1201 smunoz@vulcan-construction.com		Capela Construction PO Box 2046 Medford Lakes, NJ 08055 (609) 535-5367 jaclyn@capelaco.com		Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751 (732) 536-6663 daniellucas@lucasbros.com		Rencor, Inc. 24 Tannery Road Somerville, NJ 08876 (908)534-2131 georgemesiha@rencorinc.com		A-Tech Concrete Co. 11 Taylor Road Edison, NJ 08817 (732) 248-1777 mamorim@atechconcrete.net		Cypreco Industries Inc. 1420 9th Avene Neptune, NJ 07753 (732) 775-3700 office@cyprecoindustriesinc.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	*UNIT PRICE*	*TOTAL COST*	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Mobilization, Payment and Performance Bonds	LS	1	*$50,000.00*	*$50,000.00*	$120,000.00	$120,000.00	$50,000.00	$50,000.00	$95,208.00	$95,208.00	$45,000.00	$45,000.00	$50,000.00	$50,000.00	$150,000.00	$150,000.0
2	Clearing Site	LS	1	*$30,000.00*	*$30,000.00*	$160,000.00	$160,000.00	$203,000.00	$203,000.00	$50,000.00	$50,000.00	$560,000.00	$560,000.00	$210,000.00	$210,000.00	$225,000.00	$225,000.0
3	Maintenance and Protection of Pedestrian and Vehicular Traffic	LS	1	*$10,000.00*	*$10,000.00*	$20,000.00	$20,000.00	$100,000.00	$100,000.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$125,000.00	$125,000.00	$25,000.00	$25,000.0
4	Construction Signs	SF	175	*$10.00*	*$1,750.00*	$45.00	$7,875.00	$10.00	$1,750.00	$35.00	$6,125.00	$1.00	$175.00	$10.00	$1,750.00	$50.00	$8,750.0
5	Excavation, Test Pits (If & Where Directed)	UNIT	12	*$500.00*	*$6,000.00*	$130.00	$1,560.00	$1.00	$12.00	$1.00	$12.00	$300.00	$3,600.00	$150.00	$1,800.00	$250.00	$3,000.0
6	Boardwalk Decking, 2"x6" Pressure Treated Southern Yellow Pine, Grade 1 Lumber	SF	41,200	*$20.00*	*$824,000.00*	$9.60	$395,520.00	$15.00	$618,000.00	$12.40	$510,880.00	$17.00	$700,400.00	$20.00	$824,000.00	$27.00	$1,112,400.0
7	Boardwalk Decking, Heavy Load "Hard Point" 4"x8" Pressure Treated Marine Grade Lumber	SF	1,000	*$100.00*	*$100,000.00*	$20.00	$20,000.00	$20.00	$20,000.00	$30.00	$30,000.00	$34.00	$34,000.00	$40.00	$40,000.00	$50.00	$50,000.0
8	Boardwalk Decking, Heavy Load "Hard Point" 4"x10" Pressure Treated Marine Grade Lumber Border	LF	200	*$80.00*	*$16,000.00*	$30.00	$6,000.00	$100.00	$20,000.00	$85.00	$17,000.00	$28.00	$5,600.00	$45.00	$9,000.00	$75.00	$15,000.0
9	Boardwalk Decking, Heavy Load "Hard Point", 4"x12" Pressure Treated Marine Grade Lumber Border	LF	15	*$100.00*	*$1,500.00*	$40.00	$600.00	$125.00	$1,875.00	$275.00	$4,125.00	$18.00	$270.00	$140.00	$2,100.00	$100.00	$1,500.0
10	1" CPVC Water Service Including Valves and Connections	LF	2,080	*$40.00*	*$83,200.00*	$7.00	$14,560.00	$10.00	$20,800.00	$35.00	$72,800.00	$27.00	$56,160.00	$35.00	$72,800.00	$30.00	$62,400.0
11	Boardwalk Railing	LF	3,550	*$250.00*	*$887,500.00*	$120.00	$426,000.00	$125.00	$443,750.00	$175.00	$621,250.00	$153.00	$543,150.00	$125.00	$443,750.00	$140.00	$497,000.0
12	Wood and Concrete Bench	UNIT	107	*$2,500.00*	*$267,500.00*	$3,750.00	$401,250.00	$4,000.00	$428,000.00	$4,700.00	$502,900.00	$3,955.00	$423,185.00	$5,000.00	$535,000.00	$4,750.00	$508,250.0
13	Disconnect, Remove, Store, Reset and Reconnect Existing Light Post	UNIT	54	*$500.00*	*$27,000.00*	$600.00	$32,400.00	$1,000.00	$54,000.00	$1,800.00	$97,200.00	$1,980.00	$106,920.00	$4,000.00	$216,000.00	$1,900.00	$102,600.0
14	Garbage and Recycling Receptacles	UNIT	75	*$4,500.00*	*$337,500.00*	$5,300.00	$397,500.00	$5,500.00	$412,500.00	$6,300.00	$472,500.00	$5,195.00	$389,625.00	$5,000.00	$375,000.00	$4,300.00	$322,500.0
	TOTAL BID AMOUNT				***$2,641,950.00***		**$2,003,265.00**		**$2,373,687.00**		**$2,490,000.00**		**$2,898,085.00**		**$2,906,200.00**		**$3,083,400.00**

* Corrected Amounts, if any, Highlighted in Yellow. Price bid for each individual line item shall govern.

I, FRANCIS W. MULLAN, P.E., C.M.E., CITY ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

FRANCIS W. MULLAN, PE, CME. LICENSE NO. 24GE03828400 **DATE**

BID PACKET

FOR:

Boardwalk Decking Removal and Replacement Project

City of Asbury Park,
Monmouth County,
New Jersey

BY:

Vulcan Construction Group, Inc.
(Bidder Name)

3 Hance Drive, Cookstown, NJ 08511
(Bidder Address)

848-525-1201
(Bidder Phone Number)

(Bidder Alternative Phone Number)

848-997-1230
(Bidder Fax Number)

851744268
(Bidder Federal I.D. # or S.S. #)

smunoz@vulcan-construction.co
(Bidder Email Address)

Salvador Munoz
(Name of Bidder's Authorized Representative)

TO:

City of Asbury Park

Asbury Park Municipal Complex
One Municipal Plaza
Asbury Park, NJ 07712

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST *pursuant to N.J.S.A. 40A:11-23.2* (this document)	SM
2. BID PROPOSAL	SM
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA *pursuant to N.J.S.A. 40A:11-23c, 1,2, & 3*	SM
4. BUSINESS REGISTRATION CERTIFICATE *pursuant to N.J.S.A. 52:32-44*	SM
5. PUBLIC WORKS CONTRACTOR CERTIFICATE *pursuant to N.J.S.A. 34:11-56.48*	SM
6. OWNERSHIP DISCLOSURE *pursuant to N.J.S.A. 52:25-24.2*	SM
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN *pursuant to N.J.S.A. 40A:11-2.1*	SM
8. DISCLOSURE OF ELECTION CONTRIBUTIONS *pursuant to N.J.S.A. 19:44A-20.27*	SM
9. BID BOND AND SECURITY *pursuant to N.J.S.A. 40A:11-21*	SM
10. CONSENT OF SURETY *pursuant to N.J.S.A. 40A:11-22*	SM
11. NON-COLLUSION AFFIDAVIT *pursuant to N.J.S.A. 52:34-15*	SM
12. EQUIPMENT CERTIFICATION *pursuant to N.J.S.A. 40A:11-20*	SM
13. SUBCONTRACTOR IDENTIFICATION *pursuant to N.J.S.A. 40A:11-16*	SM
14. PREVAILING WAGE COMPLIANCE DECLARATION *pursuant to N.J.S.A. 34:11-56.25 et seq.*	SM
15. BIDDER'S ACKNOWLEDGMENT	SM
16. AMERICAN PRODUCTS CERTIFICATION *pursuant to N.J.S.A. 40A:11-18*	SM
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS *(on the forms provided)*	SM
18. PENDING ETHICAL VIOLATIONS STATEMENT *(on company letterhead)*	SM
19. BID PACKET CERTIFICATION *(completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)*	SM

BID PROPOSAL

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	MOBILIZATION, PAYMENT, AND PERFORMANCE BONDS	1	LS	$120,000.00	$120,000.00
2.	CLEARING SITE	1	LS	$160,000.00	$160,000.00
3.	MAINTENANCE AND PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC	1	LS	$20,000.00	$20,000.00
4.	CONSTRUCTION SIGNS	175	SF	$45.00	$7,875.00
5.	EXCAVATION, TEST PITS (IF AND WHERE DIRECTED)	12	UNIT	$130.00	$1,560.00
6.	BOARDWALK DECKING, 2" X 6" PRESSURE TREATED SOUTHERN YELLOW PINE, GRADE 1 LUMBER	41,200	SF	$9.60	$395,520.00
7.	BOARDWALK DECKING, HEAVY LOAD "HARD POINT", 4" X 8" PRESSURE TREATED MARINE GRADE LUMBER	1,000	SF	$20.00	$20,000.00
8.	BOARDWALK DECKING, HEAVY LOAD "HARD POINT", 4" X 10" PRESSURE TREATED MARINE GRADE LUMBER BORDER	200	LF	$30.00	$6,000.00
9.	BOARDWALK DECKING, HEAVY LOAD "HARD POINT", 4" X 12" PRESSURE TREATED MARINE GRADE LUMBER BORDER	15	LF	$40.00	$600.00
10.	1" CPVC WATER SERVICE INCLUDING VALVES AND CONNECTIONS	2,080	LF	$7.00	$14,560.00
11.	BOARDWALK RAILING	3,550	LF	$120.00	$426,000.00
12.	WOOD AND CONCRETE BENCH	107	UNITS	$3,750.00	$401,250.00
13.	DISCONNECT, REMOVE, STORE, RESET, AND RECONNECT EXISTING LIGHT POST	54	UNITS	$600.00	$32,400.00
14.	GARBAGE AND RECYCLING RECEPTICLES	75	UNITS	$5,300.00	$397,500.00

TOTAL BID AMOUNT (*Items 1 through 14*): $ 2,003,265.00

WRITE TOTAL BID AMOUNT (*Items 1 through 14*): Two million three thousand two hundred sixty five dollars and zero cents

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** *is complete and accurate:* SM

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** *below and submit along with Bid Packets.*

ADDENDA NUMBER	DATED	TITLE OR DESCRIPTION	BIDDER'S INITIALS
Clarification 1	8 /3 /24	Clarification to Bidders	SM
	/ /		
	/ /		
	/ /		
	/ /		

☐No Addendum received: ______

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** *is complete and accurate:* SM

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the *"Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq.*) on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:** SM

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (*PWCRA*), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

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

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

PART I - Check the box that represents the type of business organization:

☐ Partnership	☐ Corporation	☐ Sole Proprietorship
☐ Limited Partnership	☐ Limited Liability Corporation	☐ Limited Liability Partnership
☒ Subchapter S Corporation	☐ Other: ______	

PART II - Please check the appropriate box below:

☐ The Bidder certifies that no one stockholder owns ten percent (*10%*) or more of the issued and outstanding stock or partnership interest of the bidding entity.

– OR –

☒ The Bidder certifies that the list below contains the names and addresses of all stockholders holding ten percent (*10%*) or more of the issued and outstanding stock or partnership interest of the bidding entity.

	FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY	ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY	SHARE OWNED
1.	Salvador Munoz	3 Hance Drive, Cookstown, NJ 08511	100 %
2.			%
3.			%

NOTES:
1. *Attach additional sheets in this format, if necessary.*
2. *If a corporation or partnership is shown as a greater than ten percent (10%) owner, attach similar breakdown of ("its") individual owners.*

By initialing here, the Bidder hereby represents and warrants that the information provided in this **OWNERSHIP DISCLOSURE** *is complete and accurate:* SM

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

Boardwalk Decking Removal and Replacement Project

City of Asbury Park

Vulcan Construction Group, Inc.

(Bidder Name)

PART I - *BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.*

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:

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

– OR –

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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 *(If necessary, attach additional sheets in the format below.)*

Name: ______________________ Relationship to Bidder: ______________

Description of Activities: ______________________________________

____

Duration of Engagement: ______________ Anticipated Cessation Date: ______________

Bidder Contact Name: ______________ Contact Phone Number: ______________

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

Boardwalk Decking Removal and Replacement Project

City of Asbury Park

Vulcan Construction Group, Inc.

(Bidder Name)

PART III - Certification:

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

BY: ______________________________
(Bidder Authorized Representative Signature)

NAME: Salvador Munoz
(Print or Type)

TITLE: President

CORPORATE SEAL:
Vulcan Construction Group, Inc.
3 Hance Dr. Cookstown,NJ 08511
Phone: (848) 525-1201
Fax: (848) 997-1230

VULCAN
CONSTRUCTION INC.

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (*ELEC*) when they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. **Please check the appropriate box below:**

☐ Bidder has attached a true copy of its annual report of election contributions pursuant to *N.J.S.A. 19:44A-20.27*;

– OR –

☒ Bidder has not made any election contributions during the past twelve (*12*) months that require reporting under *N.J.S.A. 19:44A-20.27*.

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

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** *is complete and accurate:* SM

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a **BID BOND** *in substantially the following form.*

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, Vulcan Construction Group, Inc. *(Bidder Name)*,

located at 3 Hance Drive, Cookstown, NJ 08511 *(Bidder Address)*, *(hereinafter called the "Principal")*, and

Selective Insurance Company of America *(Surety Name)*, located at

40 Wantage Avenue, Branchville, NJ 07890 *(Surety Address)*, *(hereinafter called the "Surety")*, are hereby and firmly bound

onto **City of Asbury Park**, as Owner, in the penal sum of

Ten Percent of Bid Amount not to exceed Twenty Thousand and 00/100 Dollars *(10% of Bid Amount or $20,000 [in words])* ($ 10% NTE $20,000.00) *(10% of Bid Amount or $20,000 [in numbers])*

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

Boardwalk Decking Removal and Replacement Project

NOW, THEREFORE, if said Bid Packet shall be *(i) rejected;* **OR** *(ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet;* Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 8th *(Date)* of the month of October *(Month)* in the year of 20 24 *(Year)*.

Selective Insurance Company of America

BY: Scott R. Kuzmic *(Surety Authorized Representative Signature)*

NAME: Scott R. Kuzmic *(Print or Type)*

TITLE: Attorney-in-Fact

Vulcan Construction Group
3 Hance Dr. Cookstown, NJ 08...
Phone: (848) 525-1201
Fax: (848) 997-1230

VULCAN CONSTRUCTION INC.

CORPORATE SEAL:

Vulcan Construction Group, Inc.

BY: [signature]

NAME: Salvador Munoz

TITLE: President

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

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

The Selective Insurance Company of America located at
(Surety Name)

40 Wantage Avenue, Branchville, NJ 07890 , a corporation organized under the laws of the State of
(Surety Address)

New Jersey and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

Boardwalk Decking Removal and Replacement Project , located in the

City of Asbury Park, Monmouth County, New Jersey , is awarded to Vulcan Construction Group, Inc. , the
(Bidder Name)

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

One Hundred Percent (100%)
$ of the Contract Amount . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

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

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

8th of October , 20 24 .
(Date) (Month) (Year)

Selective Insurance Company of America

BY: Scott R. Kuzmic
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: Scott R. Kuzmic
(Print or Type)

TITLE: Attorney-in-Fact

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

Company	Capital	Surplus	CPA
Selective Insurance Company of America	$4,400,000	$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

Company	Underwriting Limitation	Effective Date
Selective Insurance Company of America	$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is
$ 10% NTE $20,000.00

CERTIFICATE
(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Timothy A. Marchio
(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: October 8, 2024
(month, day, year)

B-98 (7/23)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby **LYNN M. WHEELOCK, SCOTT R. KUZMIC, TAMMY BERGERON, JESSICA KINSLEY, THERESA SHEEHAN, ERIC J. FOLLMAN, SR., FERNANDA L. DEPAOLANTONIO**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS**

Signed this **30th** day of **JANUARY**, **2024**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: [signature]
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. **Branchville**
COUNTY OF SUSSEX :

On this **30th** day of **JANUARY, 2024** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

[signature]
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day October, 2024.

[signature]
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

B91 (5-21)

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

***Bidders are required to submit, along with Bid Packets, this* NON-COLLUSION AFFIDAVIT.**

I, Salvador Munoz, residing in Cookstown
(Bidder's Authorized Representative Name) *(Municipality Name)*

In the County of Burlington and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am President of the firm of Vulcan Construction Group, Inc.
(Bidder's Authorized Representative Title) *(Bidder's Name)*

____________________, the Bidder making this Bid Proposal for the Bid Packet entitled,

Boardwalk Decking Removal and Replacement Project ,

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

Vulcan Construction Group, Inc. .
(Bidder's Name)

BY: ____________________
(Bidder's Authorized Representative Signature)

NAME: Salvador Munoz
(Print or Type)

TITLE: President

CORPORATE SEAL:

VULCAN CONSTRUCTION INC.

Vulcan Construction Group, Inc.
3 Hance Dr. Cookstown,NJ 0851
Phone: (848) 525-1201
Fax: (848) 997-1230

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

PART I - Please check the appropriate box below:

☒ A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

– OR –

☐ B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II -*ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows*:

NAME OF EQUIPMENT OWNER	ADDRESS	TELEPHONE NUMBER & EMAIL ADDRESS
a.		
b.		
c.		

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** *is complete and accurate:* SM

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

PART I – Pursuant to *N.J.S.A. 40A:11-16*, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK	SUBCONTRACTOR
1. Plumbing and gas fitting and all kindred work	Name: CJ Schmidt & Sons, Inc. Address: 2564 Bowell Ave, Pennsauken, NJ 08110 License No.: 36B101878200 Expiration: 6/30/25
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: Address: License No.: Expiration:
3. Electrical work	Name: Sodon's Electric, Inc. Address: 25 W. Highland Ave. Atlantic Highlands, NJ 07716 License No.: 34EI01003600 Expiration: 3/31/27
4. Structural steel and ornamental iron work	Name: Address: License No.: Expiration:
5. Other	Name: Address: License No.: Expiration:

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

PART II – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

a.) Evidence of Business Registration Certificate for all Subcontractors listed;

– AND –

b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with *N.J.S.A. 40A:11-22*.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION:** SM

PREVAILING WAGE COMPLIANCE DECLARATION

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

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION.**

The above-named Bidder, located at 3 Hance Drive, Cookstown, NJ 08511 ,
(Bidder Address)
hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below $15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the **PREVAILING WAGE COMPLIANCE DECLARATION:** SM

BIDDER'S ACKNOWLEDGEMENT

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders may visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders may make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS** of **THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT *(CONTINUED)*

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as* "Contractor") of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (*10%*) of the total bid amount but not greater than $20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

***By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this* BIDDER'S ACKNOWLEDGEMENT:**

BY: [signature]
(Bidder Authorized Representative Signature)

NAME: Salvador Munoz
(Print or Type)

TITLE: President

CORPORATE SEAL:

VULCAN CONSTRUCTION INC.

Vulcan Construction Group, Inc.
3 Hance Dr. Cookstown,NJ 08511
Phone: (848) 525-1201
Fax: (848) 997-1230

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

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

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

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: 7/2/20

2.) State of Incorporation or Formation of bidding entity: New Jersey

3.) Number of years engaged in the contracting business under your present firm or trading name: 4

4.) General character of work performed by company: High Quality

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

No

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

No

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (*10%*) for retainage? If so, how much and why?

No

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

No

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

Yes

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

10.) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required by the proper agency? ____________

11.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

PROJECT NAME & ADDRESS	PROJECT OWNER	PROJECT ENGINEER	PHONE NUMBER(S) & EMAIL ADDRESS(ES)
SEE ATTACHED			

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

12.) Please provide the following information about all of your projects which are currently under construction:

PROJECT NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	GROSS CONTRACT	ANTICIPATED COMPLETION DATE
SEE ATTACHED			

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

Boardwalk Decking Removal and Replacement Project

Vulcan Construction Group, Inc.

(Bidder Name)

13.) Please provide the following information regarding major contracts completed by your firm within the last three (3) years:

PROJECT NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	CONSTRUCTION COSTS			COMPLETION DATE
		ORIGINAL COST	CHANGE ORDERS	FINAL COST	
SEE ATTACHED					

By initialing here, the Bidder hereby represents and warrants that the information provided in this ***STATEMENT OF EXPERIENCE AND QUALIFICATIONS*** *is complete and accurate:* SM

PENDING ETHICAL VIOLATIONS STATEMENT

All Bidders are required to submit, along with Bid Packets, a statement on the Bidder's company letterhead that indicates there are no pending ethics violations against the Bidder or any of its officers.

By initialing here, the Bidder hereby acknowledges this requirement and represents that the information provided in its ***PENDING ETHICAL VIOLATIONS STATEMENT*** *is complete and accurate:* SM

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF Burlington | SS.

I, Salvador Munoz (Authorized Representative Name), residing in Cookstown (Municipality Name)

In the County of Burlington (County Name) and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President (Authorized Representative Title) of the firm of Vulcan Construction Group, Inc. (Bidder Name)

_______________, the Bidder submitting this Bid Packet for the Project, entitled

Boardwalk Decking Removal and Replacement Project.

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: ____________________ (Bidder Authorized Representative Signature)

NAME: Salvador Munoz (Print or Type)

TITLE: President

CORPORATE SEAL:

VULCAN CONSTRUCTION INC.
Vulcan Construction Group, Inc.
3 Hance Dr. Cookstown,NJ 0851
Phone: (848) 525-1201
Fax: (848) 997-1230

This Bid Packet has been Sworn and Subscribed before me this

7 Day of October, 20 24

NOTARY PUBLIC ____________________ (Notary Public Signature)

Brenda Munoz (Print or Type Name)

My Commission Expires ____________________

NOTARY PUBLIC SEAL:

BRENDA MUNOZ
Commission # 50181708
Notary Public, State of New Jersey
My Commission Expires
January 06, 2027

Certificate Number
729697

Registration Date: 09/15/2024
Expiration Date: 09/14/2026

State of New Jersey

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

Public Works Contractor Registration Act

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

Vulcan Construction Group, Inc.

2024

Responsible Representative(s):
Salvador Munoz, Owner

R. Asaro-Angelo

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

NON TRANSFERABLE

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

New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

VULCAN CONSTRUCTION GROUP INC.

TRADE NAME:

ADDRESS:

3 HANCE DR
COOKSTOWN NJ 08511

SEQUENCE NUMBER:

2467438

EFFECTIVE DATE:

07/13/20

ISSUANCE DATE:

07/16/20

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205848V

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
SODON'S ELECTRIC, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-401-656/000

CONTRACTOR CERTIFICATION#
0102841

ADDRESS
25 WEST HIGHLAND AVE
ATLANTIC HIGHLAND NJ 07716

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
03/02/82

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

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

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

JOHN T. SODON
22 LATHAM AVENUE
ATLANTIC HIGHLAND NJ 07716-2615

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/08/2024 TO 03/31/2027
VALID

34EI01003600
LICENSE/REGISTRATION/CERTIFICATION #

Si e of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
JOHN T SODON
Electrical Contractor

02/08/2024 TO 03/31/2027
VALID

34EI01003600
License/Registration/Certificate #

SIGNATURE

ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Co
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

VULCAN CONSTRUCTION GROUP, INC. - (REFERENCES) PAST PW PROJECTS

OWNER	CONTACT	PROJECT NAME	COMPLETION	AMOUNT
Borough of Sea Girt 321 Baltimore Avenue Sea Girt, NJ 08750	Glenn Goebel Compass Construction, Inc. (732) 300-8515	Ocean Avenue Pavilion Bulkhead Replacement	01/2020	54,700.00
Neptune Township 25 Neptune Boulevard Neptune City, NJ 07753	Glenn Goebel Compass Construction, Inc. (732) 300-8515	Fletcher Lake Bulkhead Replacement	02/2019	742,727.80
Monmouth County Park Systems 805 Newman Springs Road Lincroft, NJ 08511	Glenn Goebel Compass Construction, Inc. (732) 300-8515	Construction of Three Timber Bridges at Freneau Woods Park	09/2020	111,000.00
Monmouth County Park Systems 805 Newman Springs Road Lincroft, NJ 08511	Glenn Goebel (732) 300-8515	Claypit Creek Parking Lot Improvements at Harthorne Woods Park	05/2021	513,744.00
City of Atlantic City 1301 Bacharach Boulevard Atlantic City, NJ 08401	c/o A.W. Ponzio & Associates Jon J. Barnhart, PP, PE, CME (609) 344-8194	Installation of Drainage System at the Micah "Dew" Tennant Park	06/2021	52,000.00
Borough of Red Bank 90 Monmouth Street Red Bank, NJ 07701	c/o CME Associactes Julia M. Williams, LLA, PP (732) 462-7400	East Side Park, Mohawk Pond, and Count Basie Park Improvements	08/2021	301,225.00
Township of Cherry Hill 820 Mercer Street Cherry Hill, NJ 08002	Kevin McCormack (609) 280-6522	Construction of the Croft Farm Trail Improvements	08/2021	67,405.00
North Hanover Township 41 Schoolhouse Road Jacobstown, NJ 08562	c/o Environmental Resolutions Inc. Joseph R. Hirsh, PE, CME, CPWM (856) 235-7170	Hanover Court Drainage Improvements	09/2021	20,200.00
Borough of Bradley Beach 125 Main Street Bridgeport, NJ 08014	c/o Leon S. Avakian, Inc. Samuel Avakian, PE, PLS, CME (732) 922-9229	Beach Access Ramps at Ocean Park and Fourth Avenue	11/2021	128,840.00
Logan Township 41 Schoolhouse Road Jacobstown, NJ 08562	c/o Remington & Vernick Engineers Samantha Boonstra, PE (856) 795-9595	Mechanic Street Playground Mulch & Drainage Improvements	12/2021	82,954.00
Borough of Highlands 42 Shore Drive Highlands, NJ 07732	c/o Colliers Engineering & Design Theodore Wilkinson, PE, CME (856) 242-2089	North Street Storm Water Pump Station Electrical Upgrades	03/2022	199,100.00
Borough of Sea Bright 1099 Ocean Avenue Sea Bright, NJ 07760	c/o Colliers Engineering & Design William White, PE (732) 704-5191	Center Street Viewing Platform	05/2022	31,750.00
Township of Toms River 33 Washington Street Toms River, NJ 08753	Rob Chankalian, PE, CME (732) 341-1000	2022 Emergency Dune Repair Project	05/2022	244,250.00
Township of Toms River 33 Washington Street Toms River, NJ 08753	Rob Chankalian, PE, CME (732) 341-1000	Dog Park at Silverton	06/2022	210,500.00
Borough of Eatontown 125 Main Street Bridgeport, NJ 08014	c/o ARH Associates Rich Hall, PE, PMP, LEED AP BD+C (609) 561-0482	Phase 1 Downtown Eatontown Greenway	07/2022	217,500.00
Chesterfield Township 296 Bordentown-Chesterfield Road Bordentown, NJ 08515	c/o Environmental Resolutions, Inc. Joe Hirsh, PE, CME, CPWM (856) 235-7170	Pickleball Court at Fenton Lake Park	12/2022	64,540.00
Borough of Stone Harbor	c/o DeBlasio & Associates	Beach ADA Ramps and Pavilion	01/2023	460,200.00

9508 Second Avenue Stone Harbor, NJ 08247	Marc DeBlasio, PE, PP, CME (609) 854-3311	Replacement - Phase II		
Brough of Spotswood 77 Summerhill Road Spotswood, NJ 08884	c/o Center State Engineering Keith McWhirk, Senior Engineering Technician (732) 343-3473	Manalapan Brook Tributary Improvements	02/2023	70,000.00
New Hanover Township 2 Hockamick Road Cookstown, NJ 08511	c/o Environmental Resolutions, Inc. Joe Hirsh, PE, CME, CPWM (856) 235-7170	Nash Dog Park	02/2023	36,800.00
Borough of Haddonfield 242 Kings Highway East Haddonfield, NJ 08033	c/o Remington & Vernick Engineers Doug Johnson, PE, CME, CPWM (609) 828-4220	Walnut Street Retaining Wall	04/2023	160,963.00
Middlesex County 75 Bayard Street New Brunswick, NJ 07716	c/o CME Associates Donald Stevens, PE (732) 727-8000	Improvements to Tamarack Golf Course - West Drainage & Clearing Improvements	07/2023	1,357,313.20
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o Owen, Little, & Associates Frank J. Little, Jr., PE, PP, CME (732) 244-1090	Sod & Infield Mix for Soccer Field No. 2, Softball Field No. 1, LL Field No. 2, LL Field No. 4	07/2023	280,150.00
Township of Moorestown 111 West Second Street Moorestown, NJ 08057	c/o Pennoni Hugh J. Doughtery, PE (856) 547-0505	Lenola Road Outfall Erosion Mitigation	08/2023	100,380.00
Borough of Red Bank 90 Monmouth Street Red Bank, NJ 07701	c/o CME Associactes Gregory R. Valesi, PE, PP (732) 462-7400	Riverside Gardens Park Improvements	09/2023	164,595.00
Township of Galloway 300 E Jimmie Leeds Road Galloway, NJ 08205	c/o Polistina & Associates Jennifer L. heller, PP, AICP (609) 646-2950	Contract No. 60 Nature Preserve Improvements	11/2023	108,085.00
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o Owen, Little, & Associates Frank J. Little, Jr., PE, PP, CME (732) 244-1090	Sod for Lacrosse Field & Soccer Field No. 1 and Infield Mix & Sod for Senior Field No. 2	12/2023	456,700.00
Camden County Parks 1301 Park Boulevard Cherry Hill, NJ 08002	c/o Remington & Vernick Engineers Samantha D. Hauber, PE (856) 795-9595	Cooper River Dog Park Improvements	01/2024	775,230.00
Plumsted Township 121 Evergreen Road New Egypt, NJ 08533	c/o Dewberry Engineers Walter Bronson, PE, CME, LEED (856) 780-3643	Kuzyk and Brynmore Roads Culvert Replacements	02/2024	189,706.00
Borough of Haddon Heights 625 Station Avenue Haddon Heights, NJ 08035	c/o Bach Associates, PC Craig Riley, PE, CME (856) 546-8611	FY 2023 Camden County Open Space Infield Improvements at Fitzgerald Memorial Park	03/2024	57,255.00
Camden County Parks 1301 Park Boulevard Cherry Hill, NJ 08002	c/o Remington & Vernick Engineers Samantha D. Hauber, PE (856) 795-9595	Pedestrian Bridge Improvements Berlin Park	04/2024	599,550.00
North Hanover Township 41 Schoolhouse Road Jacobstown, NJ 08562	c/o Environmental Resolutions Inc. Joseph R. Hirsh, PE, CME, CPWM (856) 235-7170	Laurel Drive Storm Drainage Repair	05/2024	11,500.00
Borough of Bay Head 83 Bridge Avenue Bay Head, NJ 08742	c/o Van Cleef Engineering Associates Paul E. Pogorzelski, PE (609) 658-1932	Storm Drain Repair at the Bay Head Yacht Club	05/2024	9,500.00
Borough of Bradley Beach 125 Main Street Bridgeport, NJ 08014	c/o Colliers Engineering & Design Ian R. Walczak, PE, CST (732) 704-5214	Sylvan Lake Control Works Repairs	06/2024	37,980.00

City of Vineland 736 E Landis Avenue Vineland, NJ 08360	Joshua Stenger, PE (856) 794-4000	Burnt Mill Pond Improvements	06/2028	973,925.00
City of Bordentown 101 E. Park Drive Bordentown, NJ 08505	c/o Remington & Vernick Engineers Douglas Johnson, PE, CME, CPWM (856) 795-9595	Oliver Street Park Improvements	06/2032	58,140.00
County of Ocean 101 Hooper Avenue Toms River, NJ 08753	c/o Environmental Resolutions, Inc. Martin S. Dragan, PE (856) 235-7170	Rehabilitation of Manahawkin Lake Dam NJ File No. 33-7	07/2024	240,911.00
Township of Medford 91 Union Street Medford, NJ 08055	c/o Environmental Resolutions, Inc. Christopher J Noll, PE, PP, CME (856) 235-7170	Allen Avenue Pedestrian Improvements Project	08/2024	84,390.00

Vulcan Construction Inc. Equipment List

No.	Year	Make	Model
V001	2020	CHEVROLET	SILVERADO 1500
V002	2021	CHEVROLET	SILVERADO 3500HD
V003	1998	GMC	C7500 DUMP TRUCK
V004	2006	INTERNATIONAL	4300 BOX TRUCK
V005	2001	JOHN DEERE	270 SKID STEER
V006	2006	KUBOTA	B26 BACKHOE
V007	2010	KUBOTA	L3240 TRACTOR
V008	2000	KUBOTA	L4600 TRACTOR
V009	1996	MUSTANG	2060 SKID STEER
V010	2017	CAT	330FL EXCAVATOR
V011	2016	CAT	420E BACKHOE LOADER
V012	2006	KOMATSU	D31PX DOZER
V013	2010	CAT	CB14 VIBRATORY ROLLER
V014	2005	CAT	725 ARTICULATED DUMP
V015	2015	CAT	299D COMPACT TRACK LOADER
V016	2018	CAT	305.5E MINI EXCAVATOR
V017	2004	ALLIED	1600 COMPACTOR/DRIVER
V018	2018	DIGGA	16ALS DRIVE HEAD
V019	2008	HMC	SP50 VIBRATORY HAMMER
V020	2021	CAT	120" DOZER BLADE ATTACHMENT
V021	2010	INTERNATIONAL	4400 DUMP TRUCK
V022	2014	PETERBILT	389 DUMP TRUCK
V023	2000	CAT	228 SKID STEER
V024	2010	CAT	AP655D PAVER

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers

HAS LICENSED

Charles J. Schmidt III
T/A C J SCHMIDT and SONS INC
2524 POWELL AVE
PENNSAUKEN NJ 08110-1119

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

06/01/2023 TO 06/30/2025
VALID

36BI00878200
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
C.J. SCHMIDT & SONS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
221-934-453/000

CONTRACTOR CERTIFICATION#
0097262

ADDRESS
2564 POWELL AV
PENNSAUKEN NJ 08110

ISSUANCE DATE:
09/19/01

EFFECTIVE DATE:
09/02/71

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

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

Certificate Number
604385

Registration Date: 04/12/2023
Expiration Date: 04/11/2025

State of New Jersey

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

Public Works Contractor Registration Act

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

C J SCHMIDT & SONS, INC

2023

Responsible Representative(s):
Charles J III Schmidt, President

Responsible Representative(s):
Fred Schmidt, Secretary

R. Asaro-Angelo

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

NON TRANSFERABLE

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

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-465
Resolution authorizing an award to Artists for the Participatory Budget Art Bench Program. Five artists to be awarded $23,500 for a total of $117,500.

RESOLUTION NO. 2024-465

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN AWARD TO ARTISTS FOR THE PARTICIPATORY BUDGET ART BENCH PROGRAM

WHEREAS, the City of Asbury Park duly advertised on Wednesday, February 21, 2024 for the receipt of qualifications (RFQ) for Artists for the Art Bench Program; and

WHEREAS, sixty-eight (68) proposals were received on Wednesday, April 10, 2024 and in accordance with the methodology specified in the RFQ, the City of Asbury Park, the Asbury Park Public Arts Commission, the Sunset Lake Commission, the Sunset Lake Park Conservancy, the Asbury Park Arts Council, the Participatory Budget Committee and the Director of Purchasing reviewed and ranked the proposals received and conducted interviews; and

WHEREAS, in a memorandum dated October 11, 2024, the Director of Purchasing on behalf of the Art Bench RFQ Committee, provided a letter of recommendation in which it is recommended that the contract be awarded the following artists:

1. Jessica Bell - S-curve metal bench
2. Matt Burney - Bronze couch bench
3. Michael LaVallee (Porkchop) - Concrete/cement alligator
4. Colin Selig - Repurposed propane tank in an animal shape
5. Elizabeth Ward - Geometric shapes in metal wrapped in a graphic design
6. Todd Frahm (Alternates) - Animal out of lime
7. James Simon (Alternates) - Clay and cast in concrete animal/music/nature

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Art Bench RFQ Committee recommendations, the Mayor and Council now wish to authorize individual award of contracts for the top five artists referenced above in the amount of $23,500.00 for a grand total of $117,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account Number C-04-55-998-184-003. The maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Mayor is hereby authorized to sign any contracts with the artists.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, hereby awards the contracts for the Participatory Budget Art Bench Program to Jessica Bell, Matt Burney, Michael LaVallee (Porkchop), Colin Selig, Elizabeth Ward and alternates Todd Frahm and James Simon.

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

I, LISA ESPOSITO, 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. 2024-465 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

Date: October 11, 2024
To: Mayor & Council
From: Tracy Lizardi, Director of Purchasing
RE: Artists for Art Bench Program Request for Qualifications

On Wednesday, February 21, 2024 the City advertised for the Artists for Art Bench Project RFQ and on April 10, 2024 received sixty-eight (68) proposals. All proposals received were reviewed and ranked to select the top ten artists. Interviews were held and recorded on September 18th, 20th, 24th and 25th and meeting was conducted on Wednesday, October 2, 2024 to determine the final five artists. The final five artists and their proposed bench designs are:

1. Jessica Bell – S-curve metal bench
2. Matt Burney – Bronze couch bench
3. Michael LaVallee – Concrete/cement alligator
4. Colin Selig – Repurposed propane tank in an animal shape
5. Elizabeth Ward – Geometric shapes in metal and wrapped with a graphic design

Two alternates have been selected in the event an artist is unable to fulfill the paperwork requirements listed in the RFQ or if a final design cannot be agreed upon within budget:

1. Todd Frahm – Limestone animal
2. James Simon – Clay and cast in concrete animal/music/nature

The review, ranking, interviews and meeting were conducted by members of the City of Asbury Park, the Asbury Park Commission, the Sunset Lake Commission, the Sunset Lake Park Conservancy, the Asbury Park Art Council, the Participatory Budget Committee and the Director of Purchasing. The total budget for this project is $125,000 which includes $23,500 in contract payments to the selected five artists ($117,500), $5,000 for site preparations by the City and $2,500 for project signage by the City. The project timeline for delivery and installation of the benches will vary with each artist but is anticipated between May and September 2025.

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

October 11, 2024

Mayor & Council
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: Artists for Art Bench Program Request for Qualifications

Mayor and Council:

On Wednesday, February 21, 2024 the City advertised for Artists for Art Bench Project RFQ and on April 10, 2024 received sixty-eight (68) proposals. All proposals received were reviewed and ranked in accordance with the methodology specified in the RFQ to select the top ten artists. Interviews were held and recorded on September 18th, 20th, 24th and 25th. A meeting was held on Wednesday, October 2, 2024 to determine the final five and two alternates artists. The review, ranking, interviews and meeting were conducted by members of the City of Asbury Park, the Asbury Park Commission, the Sunset Lake Commission, the Sunset Lake Park Conservancy, the Asbury Park Art Council, the Participatory Budget Committee and the Director of Purchasing. The final five artists and their proposed bench designs are:

1. Jessica Bell – S-curve metal bench
2. Matt Burney – Bronze couch bench
3. Michael LaVallee – Concrete/cement alligator
4. Colin Selig – Repurposed propane tank in an animal shape
5. Elizabeth Ward – Geometric shapes in metal and wrapped with a graphic design

Two alternates selected:

1. Todd Frahm – Limestone animal
2. James Simon – Clay and cast in concrete animal/music/nature

Upon Mayor & Council approval and award, the Committee will proceed with a revision process with the artist to determine the final design of each bench.

Please let me know if you should have any questions or desire additional information.

Very truly yours,

Tracy A Lizardi

Tracy A. Lizardi, Director of Purchasing

Call ID: 3493282 Artist ID: 302768
Status: Invited

Jessica Bell

Contact

Partner	
Contact via	Home Phone
Email	jessicalbell@hotmail.com
Phone	716 4719481
Cell	716 4719481
Web Site	jesslbell.com
Mailing Address	1508 McKee St Dallas TX USA 75215

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Bell_Section A.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

New Jersey Bench_Artist Statement of Interest_.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Bell_Jessica_CV.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Bell.J.References.pdf

Art Detail

Category

Statement

Emory Heart
Powder Coated Steel
10' x 6' x 2'
Artwork for Sale: No
Price/Value: $30000.00
2023

Bond
Powder Coated Steel
4' x 4' x 15"
Artwork for Sale: Yes
Price/Value: $15000.00
2023

Family
Mixed Media
5' x 12" x 12"
Artwork for Sale: Yes
Price/Value: $24000.00
2023

Call ID: 3493282 Artist ID: 302768
Status: Invited

Jessica Bell (Continued)

Friday
Powder Coated Steel
17" x 17" x 36"
Artwork for Sale: Yes
Price/Value: $3500.00
2023

Saturday
Powder Coated Steel
17" x 17" x 36"
Artwork for Sale: Yes
Price/Value: $3500.00
2023

Call ID: 3493607 Artist ID: 330902
Status: Invited

Matt Burney

Contact

Partner	
Contact via	Home Phone
Email	matt@sometalfab.com
Phone	317 6456960
Cell	
Web Site	www.sometalfab.com
Mailing Address	PO Box 899 Oakridge OR USA 97463 0899

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

form A.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Matt Burney Letter of Interest.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Matt Burney Resume.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Matt Burney References.docx

Art Detail

Category	
Statement	

Bubble Bench 2.0
Welded Steel, reclaimed mahogany
8' x 8' x 8'
Artwork for Sale: No
Price/Value: $15000.00
2020

Chess Knight by Matt Burney and Joe Mross
Forged Steel, Black Granite, Bronze
15' x 9' x 11'
Artwork for Sale: Yes
Price/Value: $250000.00

Tool Bench #1
Welded found objects
3' x 5' x 2'
Artwork for Sale: No
Price/Value: $8000.00
2019

Call ID: 3493607 Artist ID: 330902
Status: Invited

Matt Burney (Continued)

Rest Note by Matt Burney
Corten steel and white oak
47" x 54" x 30"
Artwork for Sale: No
Price/Value: $15000.00
2021

Riveted bench
Aluminum
2' x 5' x 2'
Artwork for Sale: No
Price/Value: $10000.00
2019

Figure 1: Formed and fabricated bronze sofa develops a rich patina with use (must live in a shady zone)

Figure 2: Fabricated from overlapping, formed plates, the sofa gives the illusion of softness

Call ID: 3557038 Artist ID: 580752
Status: Invited

Michael LaVallee

Contact

Partner

Contact via Cell Phone

Email porktomic@gmail.com

Phone 848 3335322

Cell 848 3335322

Web Site https://www.artofporkchop.com

Mailing Address 511 Cookman Avenue
Asbury Park NJ USA
07712

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Section A.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Statement of Interest and Design for the Art Benches for Asbury Park-combined.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

pc bio & cv 2024.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Professional References.pdf

Art Detail

Category

Statement

"Zayamara"
Fiberglass, resin, wood, acrylic, gold leaf
84" x 62" x 19"
Artwork for Sale: Yes
Price/Value: $19000.00
2019

"Devotee #2"
Fiberglass, plaster, gold leaf and resin
71" x 17" x 15.5"
Artwork for Sale: Yes
Price/Value: $16000.00
2021

"Elysium"
Acrylic, fiberglass, wood and resin
64" x 28" x 16"
Artwork for Sale: Yes
Price/Value: $15000.00
2021

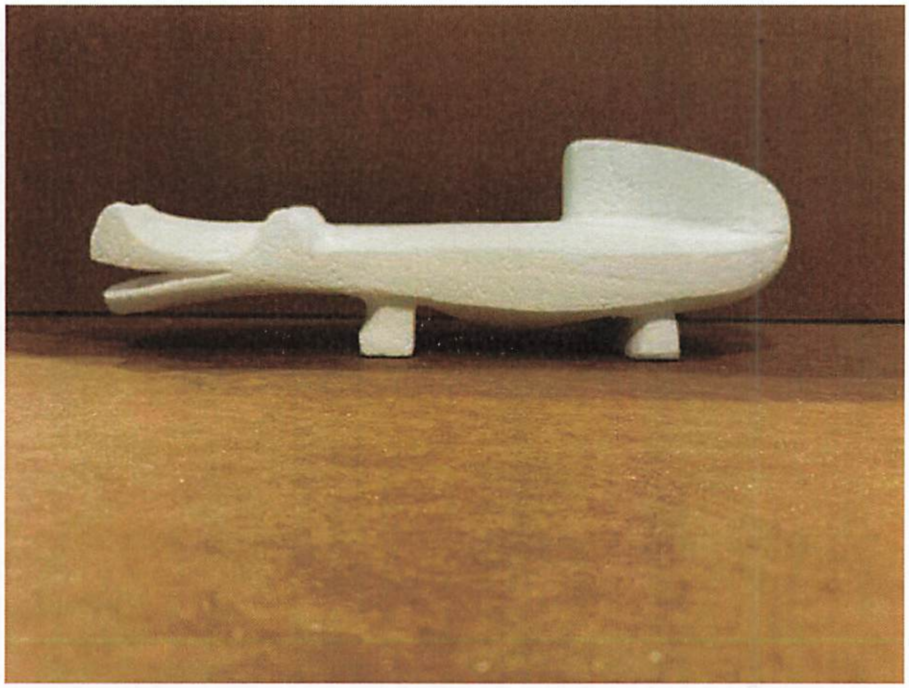
Call ID: 3557038 Artist ID: 580752
Status: Invited

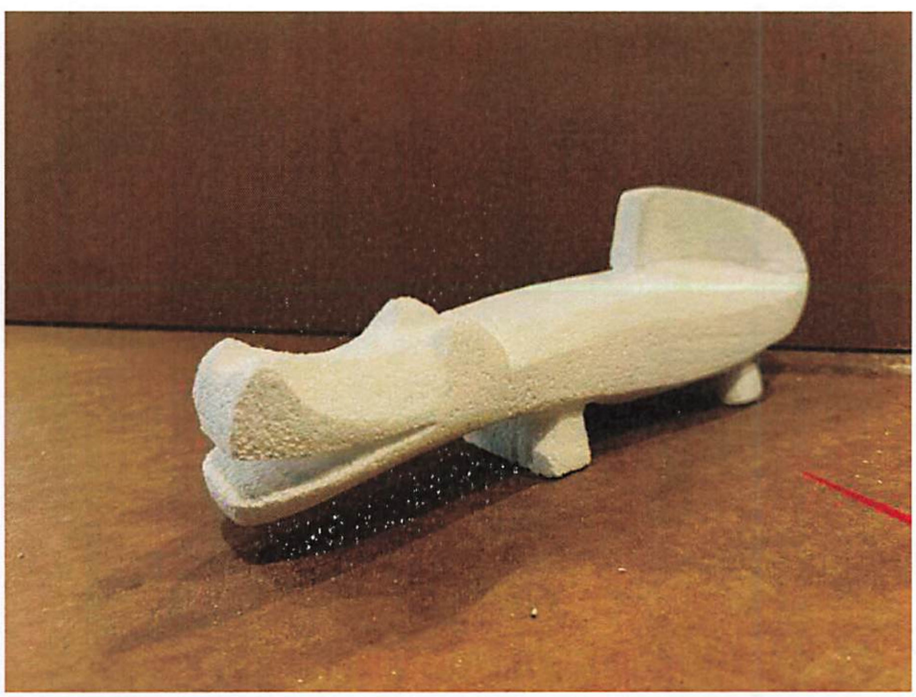
Michael LaVallee (Continued)

"Hippocampus"
Cardboard, shellac and glue,
94" x 72" x 36"
Artwork for Sale: Yes
Price/Value: $4000.00
2023

"Priest"
Cardboard and glue
130" x 48" x 46"
Artwork for Sale: No
Price/Value: $0.00
2024

Alligator Art Bench Proposal





Call ID: 3540516 Artist ID: 70851
Status: Invited

Colin Selig

Contact

Partner	
Contact via	Cell Phone
Email	info@colinselig.com
Phone	925 4575060
Cell	925 4575060
Web Site	www.colinselig.com
Mailing Address	1547 palos verdes, #315 walnut creek CA USA 94597

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

asburypark sub form colin selig.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

colin selig statement interest.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

colin-selig_CV.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

references 2023.pdf

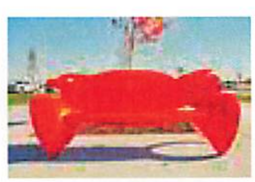
Art Detail

Category

Statement

hemi asymmetric bench
repurposed steel
propane tanks
34" x 120" x 30"
Artwork for Sale: Yes
Price/Value: $25000.00
2019

Tete-a-tete Bench
repurposed scrap steel
propane tanks
42" x 120" x 35"
Artwork for Sale: No
Price/Value: $8500.00
2018



Hawk Bench
repurposed scrap steel
propane tank
34" x 82" x 30"
Artwork for Sale: No
Price/Value: $6400.00
2023

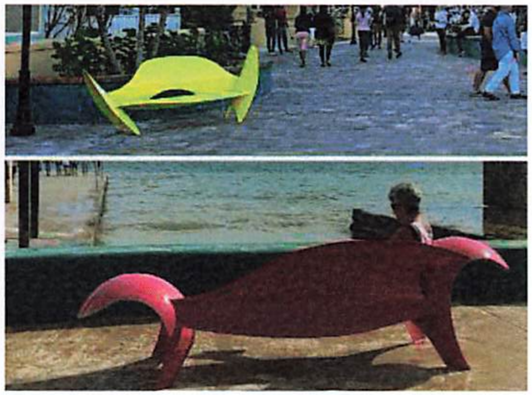
Call ID: 3540516 Artist ID: 70851
Status: Invited

Colin Selig (Continued)

Fault Line Bench
repurposed steel
propane tank
34" x 98" x 30"
Artwork for Sale: Yes
Price/Value: $6400.00
2018

Lizard
repurposed scrap steel
propane tanks
2.5' x 7' x 11'
Artwork for Sale: No
Price/Value: $11000.00
2023

References



Elise DeMarzo
Public Art Program Director
The City of Palo Alto
Palo Alto, CA 94303
650-617-3517
Elise.DeMarzo@CityofPaloAlto.org

In 2016 the City of Palo Alto commissioned five seats for their public art collection, installed at three sites along University Avenue's commercial district, at the intersections of Emerson, Bryant and Waverley. Dimensions: 8′ x 3′ x 3′ Budget: $28K for the set.

Jack Devine
Artists Circle Fine Art
13501 Travilah Road North
Potomac, MD 20878
301.947.7400
jack@artcfa.com

Comprised of seven vertical elements circling an inner seating surface, Seating Nest is a functional artwork which invites viewers to step inside and enjoy the sculpture from within. It was commissioned in 2021 by Monday Properties for Blake Apartments in Alexandria, Virginia. Dimensions: 10′ x 7′ x 8′ Budget: $52K

Liz Young
Exec Director
Florida Keys Council of the Arts
1100 Simonton St.
Key West, FL 33040
305-295-4369
director@keysarts.com

In 2019 the City of Key West, Florida, transformed the oceanfront block of Duvall Street, the southernmost point in the US, from parking spaces into a pedestrian mall including five of Colin Selig's sculptural benches. Since installation the benches have survived several hurricanes and been in the background during national weather coverage. Dimensions: 10′ x 3′ x 3′ Budget: $28K for the set.

Call ID: 3537964 Artist ID: 578887
Status: Invited

Elizabeth Ward

Contact

Partner	
Contact via	Home Phone
Email	elizabeth@thisiscurio.com
Phone	718 5645765
Cell	
Web Site	https://www.thisiscurio.com
Mailing Address	1307A 2nd Avenue Asbury Park NJ USA 07712

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Submission A - Completed.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

2024-04-09-AP-Art-Bench-SOI.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

EJW_Resume_2024.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

AP-Art-Bench-References.pdf

Art Detail

Category	
Statement	

300 South Wacker
Metal/Paint
100' x 100' x 100'
Artwork for Sale: No
Price/Value: $0.00
2014

Design Awards
Metal/Paint
40' x 40' x 40'
Artwork for Sale: No
Price/Value: $0.00
2008

The Arbors Monument Sign
Metal/Paint
12' x 8' x 4'
Artwork for Sale: No
Price/Value: $0.00
2020

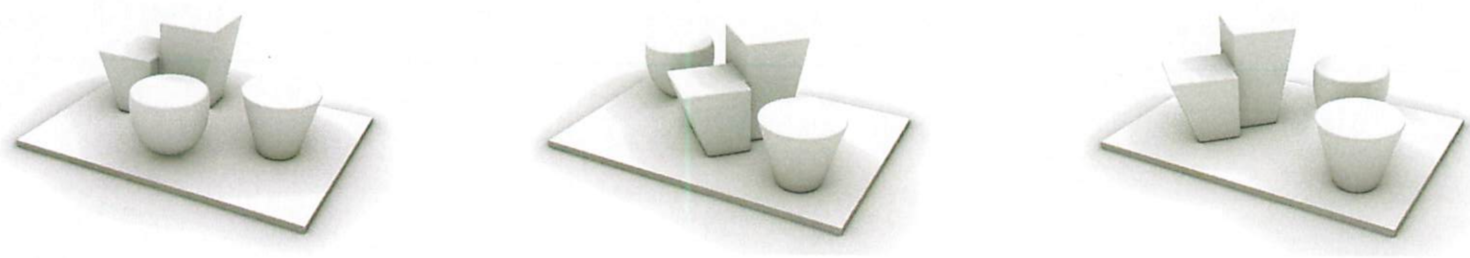
Call ID: 3537964 Artist ID: 578887
Status: Invited

Elizabeth Ward (Continued)

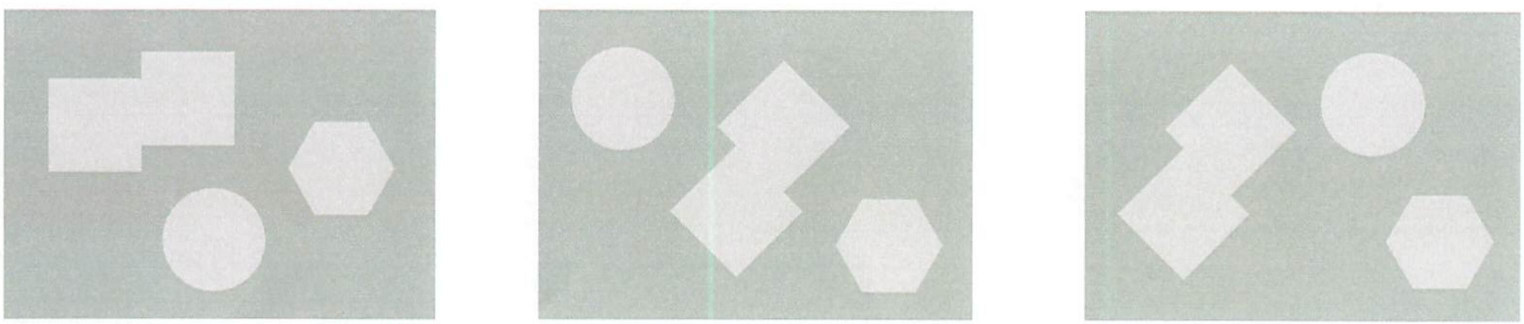
The Backblock
Paint
200' x 200' x 200'
Artwork for Sale: No
Price/Value: $0.00
2023

160 Federal
Bronze
40' x 40' x 40'
Artwork for Sale: No
Price/Value: $0.00
2017

Design Studies
Placement & Shape



Render View



Plan View

Elevation

Design Notes

01 Exterior sculptural bench with applied graphics

Fabrication Reference - Metal Forı with Powder Coated Graphics

Scale
1/2" = 1'-0"

CURIO

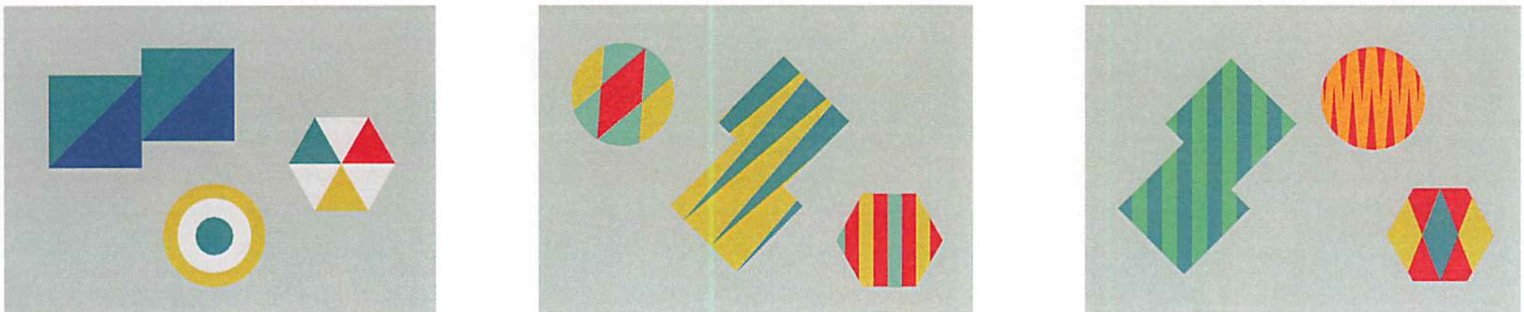
elizabeth@thisiscurio.com
718 564 5765
thisiscurio.com

Project
Art Bench Program

Date
09 April 2024

Drawing
Design Studie:

Design Studies
Color & Pattern



Plan View

Elevation

Design Notes

01 Exterior sculptural bench with applied graphics

Fabrication Reference - Metal Form with Powder Coated Graphics

Scale
1/2" = 1'-0"

elizabeth@thisiscurio.com
718 564 5765
thisiscurio.com

Project
Art Bench Program

Date
09 April 2024

Drawing
Design Studies

Call ID: 3551143 Artist ID: 63630
Status: Invited

Todd Frahm

Contact

Partner	
Contact via	Home Phone
Email	todd@stonecloudstudio.com
Phone	310 347-1976
Cell	310 347-1976
Web Site	www.stonecloudstudio.com
Mailing Address	30 Larry James Drive Asheville NC USA 28805

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Asbury Section A Frahm sm.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

asbury park letter of interest.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

CV 2 Page 2024.docx

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

References.docx

Art Detail

Category
Statement

Resonance
Limestone
2.5' x 5' x 2.4'
Artwork for Sale: Yes
Price/Value: $0.00
2015

Ram Bench
limestone
24" x 60" x 24"
Artwork for Sale: No
Price/Value: $0.00
2017

Reptilian Scholar
Limestone
26" x 7' x 26"
Artwork for Sale: No
Price/Value: $0.00
2019

Call ID: 3551143 Artist ID: 63630
Status: Invited

Todd Frahm (Continued)

Reptilian Scholar
limestone
26" x 7" x 26"
Artwork for Sale: No
Price/Value: $0.00
2019

Whale bench
limestone
24" x 5' x 24"
Artwork for Sale: No
Price/Value: $0.00
2017

Call ID: 3560381 Artist ID: 2311
Status: Invited

james simon

Contact

Partner	
Contact via	Home Phone
Email	jamessimonsculpture@gmail.com
Phone	412 434 5629
Cell	412 434 5629
Web Site	www.simonsculpture.com
Mailing Address	305 gist street Pittsburgh PA USA 15219

Custom Answers

Please be sure to complete and upload Submission Requirement Form - Section A found on page six of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

RFQ - ARTISTS FOR ART BENCH PROGRAM 6.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Statement of Interest found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Simon_AsburyPark_LOI.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional Resume found on page seven of the RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

Simon.J.Resume_2024.pdf

Please be sure to complete and upload Submission Requirement Form - Section B Professional References found on page seven of tl RFQ. A full copy of the RFQ can be found on the City's website at: https://www.cityofasburypark.com/Bids

3 references- 2023-updated.pdf

Art Detail

Category

Statement

Book Bench
Concrete
5' x 6' x 4'
Artwork for Sale: No
Price/Value: $25000.00
2018

Gateway Sculptures:
Perry Harvey Sr. Park,
The Musicians
concrete
16' x 4' x 2.5'
Artwork for Sale: No
Price/Value: $300000.00

Gateway Sculptures:
Perry Harvey Sr. Park,
The Dancers
concrete
10' x 4' x 1,5'
Artwork for Sale: Yes
Price/Value: $300000.00

Attachment: Artists Summary (2024-465 : Authorizing an award to Artists for the Participatory Budget Art Bench Program)

Call ID: 3560381 Artist ID: 2311
Status: Invited

james simon (Continued)

Magic River Mosaic,
Panels 5 & 6 of 15
Ceramic Tile and Glass
6' x 16' x 4"
Artwork for Sale: No
Price/Value: $85000.00
2019

Cello Man Bench
Steel, cut with water jet technology
8' x 3' x 30"
Artwork for Sale: Yes
Price/Value: $10000.00
2015

James Simon, Sculptor
412-434-5629 I jamessimonsculpture@gmail.com I 305 Gist St. Pittsburgh, Pa 15219 I www.simonsculpture.com

1 Bench model with pelicans & fish

2 Bench model with turtles and fish

3 Model of swan bench pair

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-466

Resolution authorizing the City to join the PEPPM Cooperative Purchasing System at no cost to the City.

RESOLUTION NO. 2024-466

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PEPPM COOPERATIVE PURCHASING MEMBERSHIP

WHEREAS, N.J. S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System and enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the PEPPM hereinafter referred to as "the Lead Agency" has offered voluntary participation in a renewal participation in a Cooperative Purchasing System for the provisions and performance of goods and services; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey are hereby authorizing the participating in the PEPPM Cooperative Pricing Agreement.

THEREFORE, BE IT FURTHER RESOLVED the Lead Agency is expected to comply with the provisions of the Local Public Contracts Law, N.J. S.A. 40A:11-11 *et. seq.* and all of the provisions of the revised statutes of the State of New Jersey.

I, LISA ESPOSITO, 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. 2024-466 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

Date: October 15,2024

To: Mayor & Council

From: Tracy Lizardi

RE: PEPPM

This resolution is to authorize the City of Asbury Park to become members of the PEPPM Cooperative Purchasing System at no costs to the City for the provisions and performance of goods and services pursuant to N.J.S.A. 40A:11-1 et. seq.

Individual Resolutions
Meeting of the Municipal Council
Wednesday, October 23, 2024
RESOLUTION SUMMARY

2024-467
The Release of a Performance Guarantee for the Interfaith Early Childhood Center at 302 Atkins Avenue. Interfaith would post a $4951.20 Maintenance Guarantee which we would hold for two years. Maintenance Guarantees are for outside improvements including landscaping.

RESOLUTION NO. 2024-467

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE BOND FOR 302 ATKINS AVENUE (BLOCK 1203, LOTS 1)

WHEREAS, InSite Engineering, LLC has inspected 302 Atkins Avenue (Block 1203, Lots 1); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements are satisfactory; and

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of $36,609.60 contingent upon the payment of all outstanding escrow invoices and the posting of a Maintenance Guarantee of $4951.20 to be held of two years; and

WHEREAS, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices and the submission of a Maintenance Guarantee, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of $$36,609.60 be released for the Improvements to 302 Atkins Avenue (Block 1203 Lots 1) upon the posting of a Maintenance Guarantee of $4951.20.

BE IT FURTHER RESOLVED those copies of this resolution shall be provided to the CFO, Avakian Engineering, LLC, Planning Board Secretary, and applicant for their information and attention.

I, LISA ESPOSITO, 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. 2024-467 which was finally adopted by the City Council at a meeting held on the 23rd day of October, 2024

CERTIFIED BY ME THIS 24th DAY OF October, 2024.

LISA ESPOSITO
CITY CLERK

Summary

The Release of a Performance Guarantee for the Interfaith Early Childhood Center at 302 Atkins Avenue. Interfaith would post a $4951.20 Maintenance Guarantee which we would hold for two years. Maintenance Guarantees are for outside improvements including landscaping.

City of Asbury Park
Planning Board
c/o: Marie Rodrigues
Board Secretary
Municipal Complex
1 Municipal Plaza
Asbury Park, NJ 07712

INSITE
Engineering • Surveying • Planning

Via Email: marie.rodrigues@cityofasburypark.com

December 14, 2023

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**
Preliminary and Final Site Plan
Block 1203, Lot 1; 302 Atkins Avenue
City of Asbury Park, Monmouth County, NJ

Ms. Rodrigues:

In accordance with our September 19, 2023 site inspection, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant's Performance Guarantee.

The construction cost estimate itemized in our June 29, 2022, revised July 1 2022, "Performance Guarantees & Inspection Fees" letter to you was $33,008.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of $36,609.60 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of $4,951.20 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant's Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council's acceptance of the site improvements.

Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

InSite Engineering, LLC
1955 Route 34, Suite 1A • Wall, NJ 07719
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO

If you have any questions or require further information, please contact me anytime.

Sincerely,
InSite Engineering, LLC

Jason L. Fichter, PE, PP, CFM, CME
Planning Board Engineer

cc: Jack Serpico, Esq., Planning Board Attorney — JserpicoLaw@aol.com
Michele Alonso, Director of Planning and Redevelopment — Michele.alonso@cityofasburypark.com
Applicant — Patrickd@interfaithneighbors.org

InSite Job # 21-580-96

Minutes
Meeting of the Municipal Council
Wednesday, October 23, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-456 Resolution Authorizing a meeting which excludes the public

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Absent	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	

City Clerk Lisa Esposito called the meeting to order at 6:05 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, good evening, everyone, I just wanted to report out to you. First of all, I have been asked by some of the residents when they see me out in the community, "what committees are you on?" and I shared what I serve on, Recreation, the Asbury Park Housing Authority, and also APTV. And they asked me, "Well, what about the minutes? Can you share that with us?" so I'm speaking for myself, I'm going to report out to you on the committees I serve on. One, is Recreation. Next Thursday we have something for our little goblins, and it is the Trunk-or-Treat. I put a call out at our last meeting and the homeowner's association and I asked for volunteers and I am really happy to say that you all responded well. You have donated candy and we have about 34-40 cars. And the kids are really going to have a wonderful time so I just wanted to say thank you, to all of you, for your generosity and participating to make this a really fun event. Ms. Cassandra Dickerson, she has been working really hard on a fun day, and it is this Saturday, it's going to be at Sunset Park and it's from 1:00PM to 4:00PM, that's between Main Street, 5th, and Sunset Avenues. So come out and celebrate fall with free fun foods and giveaways. So that is this Saturday and I hope to see you then. That's my report, and I thank you so much.

Council member Chapman stated, I'd just like everyone to know that Asbury Park Arts Council is pleased to present its 3rd annual AP&3 screening premiere event on Sunday November, 3rd 6:30PM at the Jersey Shore Arts Center in Neptune. The event will showcase the films of 11 finalists of this years AP&3 film challenge, the only film making event held in Asbury Park. The challenge requires film makers to produce a 3-minute film using specific requirements shot in Asbury Park over the course of 3 weeks and is then judge by a panel of film creatives. It's really a cool event so I hope you'll all come out and see it, the films are great, it's a lot of fun, and it supports the Asbury Park Arts Council.

Deputy Mayor Quinn stated, I just want to acknowledge the community activist we've lost in the last couple of weeks, Katherine Murphy, she was integral in moving Asbury Park in a more green and equitable direction, and so we give our heartfelt condolences to her family. Asbury will miss her.

Mayor Moor stated, I will just echo that also, and Katherine was a good friend, and she was very instrumental in the North End Boardwalk and there will be a bench one day on the North End in honor of her. I'm so happy two weeks ago she was here and she spoke at the microphone, and nobody saw this coming, so it hit us all hard. Thank you.

Matters from City Manager
City Manager, Lillian Nazzaro had no matters at this time.

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

1. Environmental Shade Tree Commission Community Garden Presentation
Tom Pivinski discussed the Community Garden on behalf of the Environment Shade Tree Commission, and provided updates on ETSC projects in town.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Mayor Moor to open the meeting to the public. All were in favor. The following members of the public spoke: Nancy Sabino made a comment about Third Avenue and traffic lights; Regina Sherwin made a comment about changing rooms and restroom areas on the beach and boardwalk, and vacant buildings along Main Street; and Kerry Butch made a comment about parking on Deal Lake Drive and Eighth Avenue. A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Moor, Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

1. Municipal Council- Executive Meeting October 9, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Oct 9, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-457 Resolution Authorizing An Accelerated Electronic Tax Sale Administered By Realauction.Com, LLC

2024-458 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

INDIVIDUAL RESOLUTIONS

2024-459 Resolution Approving Payment of Bills

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-460 Resolution Authorizing Payment for Emergency Sewer Repairs Needed

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-461 Resolution Authorizing The City of Asbury Park To Execute A License Agreement For Encroachment Into An Area of The City Right-Of-Way Adjacent To The Property Located At 550 Cookman Avenue (Block 3105, Lot 4.01).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-462 Resolution Authorizing Streetscape Maintenance Jurisdictional Agreement Between the City of Asbury Park and The New Jersey Department of Transportation for State Route 71 Main Street

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Moor, Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-463 Resolution of The City Council of The City of Asbury Park, New Jersey Amending The Infrastructure Component Report For The Waterfront Redevelopment Area

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-464 Resolution Awarding a Bid for Boardwalk Decking Removal and Replacement Project

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-465 Resolution Authorizing an Award to Artists for the Participatory Budget Art Bench Program

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Amy Quinn, John Moor
NAYS:	Angela Ahbez-Anderson
ABSENT:	Yvonne Clayton

2024-466 Resolution Authorizing PEPPM Cooperative Purchasing Membership

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2024-467 Resolution Authorizing the Release of the Performance Bond For 302 Atkins Avenue (Block 1203, Lots 1)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

ADJOURNMENT

The meeting was adjourned at 6:44 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:44 PM.

Respectfully submitted by:

____

Lisa Esposito, City Clerk