Agenda
Meeting of the Municipal Council
Wednesday, October 9, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

A. Proclamation

1. Proclaiming October 10th, 2019, Put the Brakes on Fatalities Day
2. Proclaiming November 6th, 2019, Social Justice Day

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

C. Special Event Applications

D. Items to be presented by:Michele Alonso, Director of Planning & Redevopment

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

E. Review of Agenda Items for October 9th, Regular Meeting

F. Matters from City Council

G. Matters from City Manager

1. Best Practices Inventory

H. Matters from City Attorney

I. Regular Meeting begins at 7 p.m.

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

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

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

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

**To:** Mayor and Council

**From:** Michele Alonso, PP/AICP, Director of Planning and Redevelopment

**CC:** Joseph Maraziti, Esq., Redevelopment Counsel
Jennifer Porter for AP Triangle, LLC, Applicant

**Date:** October 1, 2019

**Re:** AP Triangle, LLC
Cookman, Heck and Asbury Avenues
Block 3203, Lots 1-5 and 15-19
Block 3206, Lots 1-4
SITE PLAN CONCEPTIAL REVIEW

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## Project Description

The applicant, AP, Triangle, LLC is proposing a 48 unit stacked townhouse residential community development project on an approximately 2-acre portion of the triangular-shaped block bounded by Cookman Avenue, Asbury Avenue and Heck Street. It will be a “for sale”, condominium project. This project will also require a subdivision to divide it from the rest of the “Triangle.” The site is 2.4 acres.

The Project will consist of three (3) rows of buildings, comprised of sixteen (16) townhomes each for a total of 48 units. One row of townhouses is located along the Heck Street frontage. A second row is located along the Asbury Avenue frontage. The third row is located along an internal landscaped courtyard. The two end units of each townhouse row are proposed to be 3 stories in height (with mezzanine). The remainder of the units are 4 stories in height. Each townhouse dwelling has two proposed parking spaces with one located in an attached garage and one driveway parking space. As part of the overall development of the block, a public space of 15,000 square feet is proposed at the northeast corner of the Heck Street and Cookman Avenue intersection. The Applicant owns the balance of the block and intends to develop the public space as part of a subsequent phase of development and will remain a lawn area until it

Attachment: Director memo AP Triangle Report 10.2019 (2019-87 : AP Triangle presentation for Block 3203, Lots 1-5, 15-19 and Block 3206,

is developed. It is unclear whether the corner will be dedicated public space or will continue to be privately owned.

Unit sizes range from 715 square feet to 2884 square feet. The corner units are 3 stories with all other units at 4 stories. The project was described by the architect as a" contemporary ocean side look." The materials consist of composite cedar look shakes, vertical cement board, metal for the bays, and vinyl windows. The architect used bays to break up the massing of the building. The architect stated that the building does not speak to the art modern style that is mentioned in the redevelopment plan. The A/C condensers for the will be in the ten (10) foot front yard of the townhouses that face Heck Street. Each frontyard is separated from the sidewalk with a five (5) foot cable fence. The townhouses do not have backyards. The 10 foot front yard serves as garden space. Each townhouse has a roofdeck. Twenty four (24) of the units face the alley with the alley as the principal and only entrance to the unit.

The townhouses have a ten (10) foot setback from Heck Street. The edge of the townhouses have a 1.2 foot setback from Cookman Avenue. The project is 76% lot coverage based on the proposed subdivision line.

Parking for the units will only be in driveways and garages in the internal alleys. Access from the street for the alleys will be off of Heck Street with loss of one (1) off street parking space. The alleys are 24 feet wide. Two (2) parking spaces are provided per unit with one space in the structure and one space on an asphalt driveway. Each pad is 20 feet in length and 9 feet in width. Landscaping is in between every second driveway. Street amenities will be added to Asbury Avenue. Eight (8) houses will not face the alley or the street, but will face a meandering sidewalk connecting Asbury Avenue and Cookman Avenue. The Infrastructure improvements for all the streets have been finished. There is no pedestrian walkway o sidewalk within the alleys.

The majority of the property is located in FEMA flood zone X. The portion that will remain undeveloped opens is space is in FEMA flood zone V. Drainage will connect to stormwater inlets. Groundwater recharge is not required, but they will look at options to alleviate flow and shall have a plan developed for the planning board which may include some recharge. Transformers will be located at the ends of the project and have enough room for plant screening. There will be gas lines for grills for the roof decks. The post office will require a cluster mail box of which the location has not been determined.

All lights will be LED. Each entryway will have a light and the roof decks will have lights. Street lighting is already installed. They will look into a possible pole mounted light in the alley.

The area between the townhouses and the undeveloped triangle on Cookman Avenue will be heavily landscaped with a dense screen to block headlights from the alley shining onto Cookman Avenue. Grasses are proposed to screen the A/C condensers in the front yards. There will be ornamental plantings between every two driveways. Most of the plants selected for the project are native plants supplemented by plants that do well in a seaside environment such as roses and hydrangeas. 13 shade trees (Honeylocust and London Plane) and 14 ornamental trees are proposed. 650 ornamental grasses as well are proposed. An irrigation system is proposed. Miscanthus and fescues are plants recommended that thrives in the area.

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Attachment: Director memo AP Triangle Report 10.2019 (2019-87 : AP Triangle presentation for Block 3203, Lots 1-5, 15-19 and Block 3206,

## Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

*"All construction projects within the redevelopment area shall receive comments from the TRC prior to submission to the Mayor and Council acting as Redevelopment Agency for the City. Upon conceptual approval by the City of Asbury Park, the Mayor and Council, acting as the Redevelopment Authority, the matter shall then be submitted to the Planning Board for preliminary and final site plan approval, pursuant to statute."*

Therefore, the Mayor and Council must review the project concept for general consistency with the tenants contained within the Waterfront Redevelopment Plan. Detailed site plan review will take place at the Planning Board level.

## Zoning Considerations

The submitted plans conform to the waterfront redevelopment plan requirements for use, bulk, maximum height, minimum lot size, and minimum number of parking spaces.

The project meets the majority of the design requirements of the redevelopment plan, however a few of the design requirements are not met and require a waiver.

The following design requirements are not met:

***Building Walls shall be finished in stone, brick, stucco, cast stone, wood shingle and wood or Hardiplank Clapboard. Materials and colors shall be further specified by the Technical Review Committee's List.*** – The applicant is proposing metal cladding as a material.

***Frontage fences shall be made of metal or wood pickets-*** The fence design is not wood pickets.

***Frontal fences shall have different designs than adjacent lots and shall be painted white.*** –Color is not white.

***Windows shall be subdivided into lights by muntins, and the lights shall be square or vertical in proportion. The lights throughout the building shall be uniform in size or proportion, an exception being when windows become gradually smaller toward the upper stories. Muntins on windows at ground level shall be true divided lites.*** –the proposed windows do not muntins.

***Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening, but shall not project more than 2 inches.*** –There are no window sills.

***Facade colors shall be selected from a single quadrant of the color wheel. This technique, without specifying particular colors, allows a range that is automatically harmonious. In addition to white, the designated quadrant shall be***

***the lighter saturations of the yellow-to-red quadrant. This encompasses the cream, ochre, pink, terra-cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. Awnings, signage, doors and shutters may be any color, however, dark blues, greens and reds are traditional*.** – The townhouses are proposed to be in gray tones.

## TRC Comments and Recommendations

The TRC made the following recommendations to the proposed development:

1. Fences at Heck Street shall be no taller than four feet in height and be transparent.
2. The edge of the townhouses shall be more than 1.2 feet from Cookman Avenue.
3. There shall be pedestrian access from the Drive Alley to Cookman Avenue.
4. Pathway connecting Asbury Avenue and Heck Street shall be realigned to line up with Bergh Street and that the pathway be public access.
5. A pedestrian walkway shall be added to the alleyways.
6. Metal facade material shall be reconsidered with a more traditional material found in the waterfront area.
7. The alleys shall be visually screened using plantings and solid fencing consistent with the architectural finishes of the buildings.
8. The A/C units shall be moved from the street frontages.

## Revisions based on TRC comments:

The applicant has revised the drawings to conform with TRC comments 1,2, 3, 5, 6 and 7:

Single walkways were added to buildings 1 and 3 which are mountable by vehicles traversing the rear drive aisles and entering the driveways.

Site plan was modified to move Building #3 from 1.2’ off of Cookman Avenue to approximately 4.6 ‘ off of Cookman Avenue

The open space was narrowed north of Building 2 by 4’ to maintain a 24’ cartway width as one enters the community;

Narrowed the remaining portion of the cartway behind Building 1 (north of Building 3) to 20’

Narrowed the cartway behind building 2 and building 3 from 24’ to 20’ in connection with the addition of the walkway behind the driveways of building 3.

Added a small connecting walk between the rear drive aisle and Cookman Avenue

The 60’ cable fence along the frontage of the townhomes have been replaced with a 42” metal railing fence.

Attachment: Director memo AP Triangle Report 10.2019 (2019-87 : AP Triangle presentation for Block 3203, Lots 1-5, 15-19 and Block 3206,

Aluminum panels have been eliminated and replaced with gray slate cementitious trim and the aluminum clad windows have been replaced with black windows. Similarly, the black aluminum front door has been replaced with a Masonite door.

Light fixtures have been added outside the alley entry doors.

Five bollard lights have been added along the walkway area plan behind building 3 for illumination.

More native species have been added to the landscaping. Large areas of Liriope have been replaced with sedge grasses and perennial plantings.

Planting along the eastern property line have been enhanced to include areas of evergreen trees, small shade trees to form groves, native ornamental grasses, native shrubs and perennials.

Fencing has been added to the eastern property boundary. Square lattice wood fencing is proposed with lattice gates added at the northern and southern ends of the internal walkway with limited access.

Plantings in the street facing private patios have been revised to provide a continuous evergreen screen of Skyrocket Junipers (5-6 feet in height).

The maintained lawn area has been reduced in size.

Southern buffer areas were revised to accommodate the new sidewalk connecting the site interior to Cookman Avenue and to closer align with the property line.

**Director's Comments and Recommendations**

The applicant shall have to demonstrate how the proposed townhouse architecture fits into the design guidelines and architectural styles of the redevelopment plan.

The applicant should reconsider the skyrocket juniper in the front yard area to a more street facing friendly plant.

The applicant should reconsider having the A/C units in the front yards of the townhouses abutting the street. While the front yards are considered part of the recreation space for the units, it is still public facing space.

The applicant should start discussions with the municipality regarding the future use and ownership of the open space at the corner of Cook and Heck. It should be developed in conjunction with this application for development.

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Agenda
Meeting of the Municipal Council
Wednesday, October 9, 2019
REGULAR MEETING 7:00 PM

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

2019-320 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

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

B. Personnel

1. Fiscal Year 2020 Staffing Needs.

C. Attorney Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Session Minutes of Sep. 25, 2019 4:00 PM
- Municipal Council - Work Session - Sep 25, 2019 6:00 PM
- Municipal Council - Regular Meeting - Sep 25, 2019 7:00 PM

G. Consent Agenda Resolutions

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

2019-321 Resolution Approving Special Event Applications

2019-322 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant

2019-323 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Bullet Proof Vest Parntership

H. Individual Resolutions

2019-324 Resolution Approving Payment of Bills

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

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

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

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

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

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

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

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

I. Ordinances

1. Introduction

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

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

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

2. Second Reading/Public Hearing

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

J. Adjournment

**RESOLUTION NO. 2019-320**

**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 9, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

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

2. Proposed Amendments to the CBD redevelopment plan requested by Sackman Enterprises.

3. Amendment to Main Street Redevelopment Plan to permit Billiard Parlor

B. Personnel:

1. Fiscal Year 2020 Staffing Needs.

C. Attorney Client Privilege:

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

MELODY HARTSGROVE
DEPUTY CITY CLERK

Minutes
Meeting of the Municipal Council
Wednesday, September 25, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:20 PM.

Proclamation Recognizing September as Hunger Action Month

This proclamation will be presented at a later time.

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

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

Special Event Applications

Leesha Floyd reviewed the special events applications with Council.

Items to be presented by:

None at this time.

Review of Agenda Items for September 25 th  Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings Regular Council meeting

Matters from City Council

Council member Chapman, stated that a City Committee Information Session will be held on Wednesday October 16th at 1201 Springwood Ave. Please come out and join us. The Deal Lake Commission is having a Storm Water Management presentation on Thursday October 17th at Interlaken Town Hall. Please attend a Scooter Safety Session on Sunday September 29th at Kennedy Park. Council member Clayton, stated that there will be a ribbon cutting on Thursday, September 26 at 3:00 pm for the City's new Electric vehicle charging stations on Mattison Avenue. The workforce Development will be hosting a job fair on Friday, September 27th  at

Minutes Acceptance: Minutes of Sep 25, 2019 6:00 PM (Minutes)

Brookdale Community College between the hours of 10:00-1:00 PM. Pride in the Park is on Saturday, October 12th between 11 am-3pm. Council member Kendle, stated that he wanted to thank all who attended coffee with a council person as it was a great event. Mayor Moor, stated that the Rolling Thunder will hold a POW/MIA Chair dedication at City Hall on September 28th, at 11:00am. The third annual Porch Fest will be held on Saturday, September 28th, and he wanted to thank Jordan and the entire committee for all that they do for the City.

Matters from City Manager

1. NJIIF -Ezio Altamura

Ezioo Altamura, presented the Mayor and Council with the 2018 Safety Incentive Program Award and a check for $1000.00.

Matters from City Attorney

City Attorney Raffetto, stated he had no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

_____

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Sep 25, 2019 6:00 PM (Minutes)

Minutes
Meeting of the Municipal Council
Wednesday, September 25, 2019
REGULAR MEETING

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

2019-310 Resolution Authorizing a meeting which excludes the public

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

**CONTRACT NEGOTIATIONS**

1. Consultants for Design of the CBD Parking Structure on the City Hall Parcel

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

3. Amendments to Central Business District Redevelopment Plan

**ATTORNEY-CLIENT PRIVILEGE**

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

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

Minutes Acceptance: Minutes of Sep 25, 2019 7:00 PM (Minutes)

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

## PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The follow members of the public spoke:

William?, Ernest Mignoli, Rita Marano, Dale Fiore, Kerry Butch, Kathleen Momount and Louise Murray.

## MINUTES

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

1. Executive Session Minutes of Sep 11,2019 4:00 PM
   Motion made by Council member Kendle and seconded by Council member Chapman.

2. Municipal Council - Work Session - Sep 11, 2019 6:00 PM**Accepted**

3. Municipal Council - Regular Meeting - Sep 11, 2019 7:00 PM**Accepted**

## CONSENT AGENDA RESOLUTIONS

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

2019-311 Resolution Approving Special Event Applications

2019-312 Approving Membership into the New Jersey Intergovernmental Insurance Fund

2019-313 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Drunk Driving Enforcement Fund

## INDIVIDUAL RESOLUTIONS

2019-314 Resolution Approving Payment of Bills

Minutes Acceptance: Minutes of Sep 25, 2019 7:00 PM (Minutes)

19-02885 and 19-02964 are being removed from the bill list and bringing the new total to $565,334.45

| | |
|---|---|
| **RESULT:** | **ADOPTED [3 TO 1]** |
| **MOVER:** | Jesse Kendle, Councilmember |
| **SECONDER:** | Yvonne Clayton, Councilmember |
| **AYES:** | Eileen Chapman, Yvonne Clayton, Jesse Kendle |
| **NAYS:** | John Moor |
| **ABSENT:** | Amy Quinn |

2019-315 Amending the Contract with F&P Associates for LSRP Services at the DPW Garage via Change Order One

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

2019-316 Awarding of a Contract to Millennium Communications Group for Police Department Cameras

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

2019-317 Resolution Amending Contract with Monmouth County for Senior Services.

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

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

Resolution 2019-318 was adopted and then rescinded by Mayor and Council. Resolution 2019-318 will be voted on at a Special Council Meeting as soon as scheduled. Motion to rescind 2019-318 was made by Council member Clayton and seconded by Council member Kendle.. All in favor to rescind 2019-318.

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]**<br><br>**Next: 10/3/2019 6:00 PM** |
| **MOVER:** | Eileen Chapman, Yvonne Clayton |
| **SECONDER:** | Jesse Kendle, Councilmember |
| **AYES:** | Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor |
| **ABSENT:** | Amy Quinn |

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

Resolution 2019-319 was adopted and then rescinded by Mayor and Council. Resolution 2019-319 will be voted on at a Special Council Meeting as soon as scheduled. Motion to rescind 2019-318 was made by Council member Clayton and seconded by Council member Kendle. All in favor to rescind 2019-318

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|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| | **Next: 10/3/2019 6:00 PM** |
| **MOVER:** | Yvonne Clayton, Councilmember |
| **SECONDER:** | Jesse Kendle, Councilmember |
| **AYES:** | Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor |
| **ABSENT:** | Amy Quinn |

2019-300 A Resolution of The Mayor and Council of The City of Asbury Park, Acting as The Redevelopment Entity, Approving and Authorizing an Agreement With 545 Lake Urban Renewal LLC. Regarding the Redevelopment of Certain Properties Within the Central Business District Redevelopment Area

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

## ORDINANCES

Introduction

Second Reading/Public Hearing

2019-38 Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan

Before the Public Hearing is open of Ordinance 2019-38 City Attorney Raffetto, recognized the Planning Board meeting that was held earlier this week and stated that the Planning Board found the amendments consisted with the Master Plan, however the Planning Board did have one recommendation and Council Member Clayton on behalf of the Planning Board will present that change. Council Member Clayton stated the only change the Planning Board had was a change in height at the location of the Empress Parking Lot from two floors to six floors to be consisted with the rest of the block. A motion by Mayor Moor to Amend Ordinance 2019-38 was made and seconded by Council Member Chapman. All in favor to amend. The Ordinance was now opened up for a Public Hearing. A motion to open 2019-38 was made by Mayor Moor to open 2019-38 to the public and seconded by Council member Chapman. All in favor. The following members of the public spoke: Pamela Lamberton, Jennifer Phillip Smith. A motion to continue the public hearing on 2019-38 at a special meeting to be held was made by Mayor Moor and seconded by Council member Chapman. A motion to table ordinance 2019-38 was made by Mayor Moor and seconded by Council member Chapman.

Minutes Acceptance: Minutes of Sep 25, 2019 7:00 PM (Minutes)

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| | **Next: 10/3/2019 6:00 PM** |
| **MOVER:** | John Moor, Mayor |
| **SECONDER:** | Eileen Chapman, Councilmember |
| **AYES:** | Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor |
| **ABSENT:** | Amy Quinn |

2019-39 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Motion to open 2019-39 to the public was made by Mayor Moor and seconded by Council member Kendle. All in favor. The following members of the public spoke: Rita Marano. A motion to close 2019-39 was made by Council member Kendle and seconded by Mayor Moor.

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

2019-40 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

Motion to open 2019-40 to the public was made by Council member Kendle and seconded by Mayor Moor. All in favor. The following members of the public spoke: Rita Marano. A motion to close 2019-40 was made by Mayor Moor and seconded by Council member Clayton.

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

2019-41 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

A motion to open 2019-41 to the public was made by Council member Kendle and seconded by Council member Chapman. All in favor. No members of the public spoke. A motion to close 2019-41 was made by Mayor Moor and seconded by Council member Clayton.

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

## ADJOURNMENT

The meeting was adjourned at 8:10 PM

**Resolutions**

Respectfully submitted by:

_____

Melody Hartsgrove, Deputy City Clerk

**RESOLUTION NO. 2019-321**

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

**RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS**

**WHEREAS**, at work session meeting of the Mayor and Council held on October 9, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Cease Fire Prayer Vigil
2. AP Homecoming Parade
3. Trunk or Treat
4. Run a Palooza
5. Tutu Run
6. 5th Annual Lobster Run
7. AP Spring Fling
8. Crohns and Colitis Walk/Event
9. Asbury Icebreaker Ocean Swim
10. Books on the Boardwalk
11. Sea Hear Now Festival
12. Weddings 2020
    a. 6/20
    b. 6/6
    c. 6/28
    d. 7/11
    e. 8/1
    f. 8/8
    g. 8/15
    h. 5/2

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's

"Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-321 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 10th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: Cease Fire Prayer Vigil

DATE(S): Oct. 10, 2019 Rain Date: _____

HOURS OF EVENT: From 6:00 PM To: 7:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Asbury Park CAN / MURC

Address: 1001 Springwood Ave, Asbury Park, NJ. 07712

Contact: Rev. Derinzer Johnson Phone: 732-774-4010

Fax: Diana Harris Email: 732-988-4400

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

*If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Prayer Vigil involving the Community at Large. Boards of Ed., Prosecutors Office, Church Leaders, Business Leaders, Elected Officials both Asbury Park & Neptune.

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

OVER

Attachment: cm 109 (2019-321 : Special Event Applications)

City of Asbury Park Special Events Application



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

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

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Police will be invited, Prosecutor's Office will be invited. CAN & Muni Staff with Clean up

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

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Derinzer Johnson Shanna Harris
*Signature of Applicant*

9-26-19
*Date*

Rev. Derinzer Johnson
*Print Name of Applicant*

For Special Events Office Use only:

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

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT: ____Asbury Park Homecoming Parade_____**

**DATE(S):_____October 18, 2019_____Rain Date: _____None_____**
**HOURS OF EVENT: From_____4pm_____To:_____6pm_____**

**<u>EXACT</u> LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

_____

**Name of Applicant/Organization: ___Homecoming Committee_____**
**Address: ____1003 Sunset Ave. Asbury Park, NJ_____**
**Contact: Gina Herrera_____ Phone: _732-779-7379 or school 732-776-2638_____**
**Fax: _____ Email: _____herrerag@asburypark.k12.nj.us_____**
**Non-Profit? Yes __X_ No ____ Tax Exempt ID Number: _____**
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____Homecoming Parade with floats and marching groups of students_____**

_____

_____

_____

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

**City of Asbury Park Special Events Application** **Page Two**

**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**
**Yes _____ No__X If yes, please explain _____**

**NUMBER OF PEOPLE ANTICIPATED TO ATTEND: Parade setting ( under 150 )_____**
**ADMISSION CHARGE? YES_____ NO____X_ IF YES, HOW MUCH _____**
**VENDOR CHARGE? YES_____ NO___X__ IF YES, HOW MUCH _____**

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

**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: ___Traffic will be blocked off by school security or police. No clean up required.**

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

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Kathy L. Baumgardner
*Signature of Applicant*

9/18/19
*Date*

Kathy A. Baumgardner
*Print Name of Applicant*

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** Trunk or Treat

**DATE(S):** 10/31/19 **Rain Date:** _____

**HOURS OF EVENT: From** 4:30pm **To:** 6pm

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

Parking lot of City Hall

**Name of Applicant/Organization:** Rec Committee

**Address:** _____

**Contact:** _____ **Phone:** _____

**Fax:** _____ **Email:** _____

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

*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** annual trunk or treat event

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500+
ADMISSION CHARGE? YES_____ NO ✓ IF YES, HOW MUCH _____
VENDOR CHARGE? YES_____ NO ✓ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

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

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

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

_____ _____
*Signature of Applicant* *Date*

_____
*Print Name of Applicant*

For Special Events Office Use only:

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

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** RUN ASBURY - 29TH ANNUAL

**DATE(S):** SATURDAY, APRIL 18, 2020 **Rain Date:** NONE
**HOURS OF EVENT: From** 8AM **To:** 2PM

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

SEE ATTACHED MAP

**Name of Applicant/Organization:** JERSEY SHORE RUNNING CLUB
**Address:** PO BOX 1743, BELMAR, NJ 07719
**Contact:** BOB BOTH **Phone:** 732-289-5862
**Fax:** _____ **Email:** BOBBOTH@HOTMAIL.COM
**Non-Profit? Yes** X **No** ___ **Tax Exempt ID Number:** 22-3305899
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** RUN (5K, HALF MARATHON, MARATHON RELAY) TO BENEFIT SPECIAL OLYMPICS NEW JERSEY AND JERSEY SHORE DREAM TEAMER AND OTHER LOCAL GROUPS

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

OVER

Attachment: cm 109 (2019-321 : Special Event Applications)

**City of Asbury Park Special Events Application** Page Two

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

**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** 3500
**ADMISSION CHARGE? YES** X **NO _____ IF YES, HOW MUCH** $25 - 85
**VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____**
100 VENDORS

**WILL YOU REQUIRE A STREET CLOSING? YES ____ NO _____ Please Give Details:**
SEE MAP

**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:** WE WILL HAVE COURSE MARSHALS AT EVERY CORNER. WILL PICK UP CUPS AT WATER STOPS

**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:** FIRST AID, POLICE, BARRICADES STREET CLOSURES, WILL BUY PARKING UNTIL 2PM

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Robert Both
*Signature of Applicant*

9 APRIL 2019
*Date*

ROBERT J. BOTH
*Print Name of Applicant*

**For Special Events Office Use only:**

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

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** TUTU RUN - 6TH ANNUAL - BIG BROTHERS BIG SISTERS

**DATE(S):** SATURDAY APRIL, 25, 2020 **Rain Date:** NONE
**HOURS OF EVENT: From** 9AM **To:** 10 AM

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

BOARDWALK STARTING AT CASINO TO NORTH END AND RETURN

**Name of Applicant/Organization:** RUN COLLEGE
**Address:** 3070 GOVERNORS CROSSING, WALL, NJ 07719
**Contact:** BOB BOTH **Phone:** 732-239-5862
**Fax:** _____ **Email:** BOBBOTH@HOTMAIL.COM
**Non-Profit? Yes** ___ **No** X **Tax Exempt ID Number:** _____
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** RUN ALONG BOARDWALK STARTING AT CASINO. ~~SEE MAP~~

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

**City of Asbury Park Special Events Application** **Page Two**

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

**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** 300
**ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH** $25-30
**VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH** NO VENDORS

**WILL YOU REQUIRE A STREET CLOSING? YES ____ NO X Please Give Details:**

**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:** COURSE MARSHALS WILL BE ALONG ROUTE TO KEEP RUNNERS TO SIDE OF BOARDWALK WILL DISPOSE OF PAPER CUPS, WATER BOTTLES AT FINISH.

**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:** NONE ANTICIPATED

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Robert Both
***Signature of Applicant***

15 APRIL, 2019
***Date***

ROBERT J. BOTH
***Print Name of Applicant***

**For Special Events Office Use only:**

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

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT: ____5th Annual Lobster Run_____**

**DATE(S):_____Saturday, April 18, 2020_____Rain Date: ____NA_____**
**HOURS OF EVENT: From___10:00 am_____To:_____12:30 pm_____**

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

**_____Langosta Lounge, 1000 Ocean Ave, Asbury Park_____**

**Name of Applicant/Organization: ___American Littoral Society_____**
**Address: __18 Hartshorne Drive, Highlands, NJ 07732_____**
**Contact: __Hillary Critelli_____ Phone: ____732-291-0055_____**
**Fax: _____NA_____ Email: ____hillary.critelli@littoralsociety.org_____**
**Non-Profit? Yes __X__ No ____ Tax Exempt ID Number: _____22-1731073_____**
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____a 5K staged at the Langosta Lounge, starting at 10:00-10:30 Staggered start. Participants will run sounth for 1.55 miles, turn around and run back. All on the boardwalk _____**
_____
_____

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

City of Asbury Park Special Events Application — Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes _____ No_X____ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____500_____
ADMISSION CHARGE? YES__X___ NO_____ IF YES, HOW MUCH ___$25-60_____
VENDOR CHARGE? YES_____ NO___X___ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO __X___ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: ____Split Second Racing will set up and take down all course signage and any other materials brought to the course_____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ____We would like to have first aid on site at the event_____

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

_____ _____9/9/2019_____
*Signature of Applicant* *Date*

____Hillary Critelli_____
*Print Name of Applicant*

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** Asbury Park Spring Fling

**DATE(S):** Saturday May 2 **Rain Date:** May 3

**HOURS OF EVENT: From** 11 **To:** 5

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

Springwood Park

**Name of Applicant/Organization:** Oceans Family Success Center

**Address:** 1201 Springwood Ave #105 Asbury Park NJ 07712

**Contact:** Barbara Nsack & Catherine Gallo **Phone:** 732-455-5272

**Fax:** 732 455 5274 **Email:** barbara@oceansfsc.com

**Non-Profit? Yes** X **No** ___ **Tax Exempt ID Number:** 23-7215126

*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:**

Community fair featuring information tables, fun games, local entertainment/music/performances. Vendors. Activities will fall inside the parameters of Springwood Park.

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

City of Asbury Park Special Events Application — Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes _____ No X If yes, please explain _____
no liquor.

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200
ADMISSION CHARGE? YES_____ NO X IF YES, HOW MUCH _____
VENDOR CHARGE? YES_____ NO_____ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ___ NO X Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Clean-up through our volunteers. Please advise on if security/traffic control required for our event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: minimal use of city personnel to barricade & haul garbage/recyclables

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Catherine Galicki Galicky — 9-10-19
*Signature of Applicant* — *Date*

Catherine Galicki Galicky
*Print Name of Applicant*

For Special Events Office Use only:

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

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT: Take Steps for Crohn's & Colits Foundation (Jersey Shore)**

**DATE(S): May 17, 2020 Rain Date: NA**
**HOURS OF EVENT: From 9:00 AM (set up) To: 12:00 PM (Breakdown)**

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

**Bradley Park (101-199 5th Ave, Asbury Park, NJ 07712)**
**Name of Applicant/Organization: Crohn's & Colitis Foundation, NJ Chapter**
**Address: 45 Wilson Ave., Manalapan, NJ 07726**
**Contact: ~~Denise Rodriguez~~ Phone: ~~732-786-9960 X5~~** Ashley Salmon, 732-786-9960, X1
**Fax: 732-786-9964 Email: ~~drodriguez@crohnscolitisfoundation.org~~** asalmon@crohnscolitisfoundation.org
**Non-Profit? Yes X No __Tax Exempt ID Number: 13-6193105**
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Crohn's & Colitis Foundation's NJ Chapter hosts an annual Take Steps Jersey Shore Walk. The walk raises funds in support of the Foundation's work to improve the lives of those suffering from Crohn's and Ulcerative Colitis. The walk is a festival-style event, featuring a kids zone (with games and a bounce house), stage, DJ, photo booth, and several tents offering patient information and resources. The walk is a longstanding annual event that has grown over time. This year, we had approximately 350-400 attendees. Please see map of area from this year's walk; next year's walk will have a similar layout. Also, please note that we would like to set up starting at 6:00 AM, and that we anticipate to wrap up breakdown by 2:00 PM.**
*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment.* ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

Attachment: cm 109 (2019-321 : Special Event Applications)

**OVER**

**City of Asbury Park Special Events Application** **Page Two**

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

**NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 450**
**ADMISSION CHARGE? YES_____ NO_X IF YES, HOW MUCH Suggested Donation Only**
**VENDOR CHARGE? YES_____ NO X IF YES, HOW MUCH Sponsorships Only**

**WILL YOU REQUIRE A STREET CLOSING? YES ____ NO X_ Please Give Details:**

**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: As with last year's event at the same location, we would like to request two (2) officers from 9:00 AM-12:00 PM to assist with crossing over Ocean Ave. to boardwalk entrance and return and to provide security for registration and batching areas. Additionally, we are requesting two (2) FF/EMT to be on site from 9:00 AM-11:00 AM to be present at the walk start/finish area. We would like to work with the City's Public Works Dept to ensure sufficient number of garbage and recycling receptacles. Our staff and volunteers will ensure pick up of all trash/debris from the event.**

**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: As per the above, we will need services from the Police, EMT, and Public Works Depts.**

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Ashley Salmon
*Signature of Applicant*

July 7, 2019
*Date*

Ashley Salmon
*Print Name of Applicant*

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** Asbury Icebreaker 0.5, 1 and 2 mile ocean swim race

**DATE(S):** June 20, 2020 **Rain Date:** None
**HOURS OF EVENT: From** 6am **To:** 9am

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

Start and finish lines 5th Ave beach

**Name of Applicant/Organization:** Team New York Aquatics (TNYA)
**Address:** c/o Stephen Riback. 201 East 79th St. Apt. 19D, New York, NY 10075
**Contact:** Stephen Riback **Phone:** 917-678-4801
**Fax:** _____ **Email:** Sribackdvm@aol.com
**Non-Profit? Yes** X **No** ____ **Tax Exempt ID Number:** 13-3745552
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** Open water swim race. Starting line and finish line will be at the shore of the Fifth Ave Beach. The course will be marked by large inflatable buoys. Distance of swims will be 0.5, 1 and 2 miles around a course with a finish on land. Timing and course will be set by "split second racing" owned by Mr. Doug Rice. The only structures will be a registration table on the 5th ave boardwalk and an inflatable Starting/finish line with an electronic chip timing system. The course will be monitored by 6 lifeguards, hired through the city of AP and we will have EMT support on site, also hired through the City of AP. Awards to be given out immediately following the swim race on the beach if prior to 9am or boardwalk if after 9am. Buoys, timing system etc, to be removed by Split Second Racing and TNYA volunteers immediately following the swim.
*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades,*

Attachment: cm 109 (2019-321 : Special Event Applications)

*signs, banners restroom facilities and electrical equipment.* ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application



**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**
**Yes _____ No__X__ If yes, please explain _____**

**NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100-150 athletes.**
**ADMISSION CHARGE? YES__X__ NO_____ IF YES, HOW MUCH Approximately $30/swimmer**
**VENDOR CHARGE? YES_____ NO__X__ IF YES, HOW MUCH _____**

**WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ___X__ Please Give Details:**

**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: There is minimal cleanup since we will probably be serving fresh bananas, oranges and water after the swim, but otherwise, there should be no waste, all of which should be easily disposed of in the beach receptacles.**

**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Estimating 6 lifeguards on the course and EMT/Ambulance on site during the race in case of emergencies. The most common emergency is hypothermia and this race will allow wetsuits to help prevent hypothermia**

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

_____ 9/12/19
*Signature of Applicant* *Date*
Stephen Riback (board member of TNYA)
*Print Name of Applicant*

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** Books on the Boardwalk/Asbury Park Book Festival

**DATE(S):** Saturday- October 10, 2020 **Rain Date:** N/A
**HOURS OF EVENT: From** 7:00am **To:** 7:30pm ( this includes set-up and clean up time. Actual event is 9:00am-6:30pm

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

Asbury Park Boardwalk - starting outside the convention center

**Name of Applicant/Organization:** Dale Caldwell Foundation
**Address:** 16 Goodale Circle , New Brunswick, NJ 08901
**Contact:** Matt Stevens **Phone:** (973) 820-8999
**Fax:** _____ **Email:** matt.stevens1@me.com
**Non-Profit? Yes** X **No** ____ **Tax Exempt ID Number:** 81-4273107
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:**
book festival Books on the Boardwalk is a book festival for people who love to read and write books. This will be a family event attracting participants from the NJ tri- state area. The boardwalk will serve as the venue for book and craft vendors. Presentations and panel discussions will be held in the Paramount Theater. Other workshops will be held in other undetermined Asbury Park locations.

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

City of Asbury Park Special Events Application — Page Two

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

**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** 2,500-3,000
**ADMISSION CHARGE? YES** _____ **NO** X **IF YES, HOW MUCH** Not for the boardwalk
**VENDOR CHARGE? YES** X **NO** _____ **IF YES, HOW MUCH** $50.00-$75.00

**WILL YOU REQUIRE A STREET CLOSING? YES** ____ **NO** X **Please Give Details:**

**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:** Plan to work with the city for all services

**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:**
The event will require security and sanitation services from Asbury Park

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

_____ August 1, 2019
*Signature of Applicant* *Date*

Matthew Stevens
*Print Name of Applicant*

**For Special Events Office Use only:**

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

Attachment: cm 109 (2019-321 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

**NAME OF EVENT:** _Sea.Hear.Now Festival_____

**DATE(S):** _2020= Sept. 19/20 2021= Sept. 18/19 & 25/26 2022= Sept. 17/18 & 24/25 2023= Sept. 16/17 & 23/24 2024= Sept. 21/22 & 28/29 **Rain Date:** _____NA_____
**HOURS OF EVENT: From**_____**Noon**_____**To:**_____**10:30pm**_____

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

North Beach above Convention hall / Bradley Park / Atlantic Park_____

**Name of Applicant/Organization:** _____C3 Presents_____
**Address:** _634 N. Highland NE, Atlanta, GA 30306_____
**Contact:** _____Tim Sweetwood_____ **Phone:** ____404-433-4585_____
**Fax:** _____ **Email:** _tsweetwood@c3presents.com_____
**Non-Profit? Yes** ____ **No** __X__ **Tax Exempt ID Number:** _____
*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** _____
Multi-stage festival with bars and food vendors, art elements, surf competition.

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

**OVER**

Attachment: cm 109 (2019-321 : Special Event Applications)

City of Asbury Park Special Events Application Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes __X____ No_____ If yes, please explain _Will obtain to sell product and bars and food vendor booths_____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: ____35k/day_____
ADMISSION CHARGE? YES___X__ NO_____ IF YES, HOW MUCH _$125-$1,500_____
VENDOR CHARGE? YES___X__ NO_____ IF YES, HOW MUCH _TBD_____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____
Will outsource these elements based on previous events, and obtaining the adequate amount to handle the amount of attendees

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____
Police and Fire for safety. Transportation for incoming crowd.

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

_____ 9/27/19
*Signature of Applicant* *Date*

Tim Sweetwood
*Print Name of Applicant*

Attachment: cm 109 (2019-321 : Special Event Applications)

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)
**Park/Beach Fee: $250.00** (nonrefundable)

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

Wedding Date: 06.20.20 Ceremony start time: 6:30 pm

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

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Rebecca Kotman + Victor Livoriello

Address: 1208 Ocean Ave City, State, Zip Code Asbury Park NJ 07712

Day Phone: 732 774 1155 Evening Phone:

E-mail Address: cryan@mdaxes.com

## Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ✓ yes _____ no

Chairs: ✓ yes _____ no If yes, how many_____

Archway: ✓ yes _____ no

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

Other_____

_____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

9/17/19
Date

Attachment: cm 109 (2019-321 : Special Event Applications)

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For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)

**Park/Beach Fee: $250.00** (nonrefundable)

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

Between Memorial Day an Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sat. June 6, 2020 Ceremony start time: 6pm

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

Location of Ceremony: 5th Ave beach

Names of Couple getting married : Alyssa Meister + Stefan Meisch

Address: 1700 ocean Ave City, State, Zip Code Asbury, NJ 07712

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

E-mail Address: jcarey@mcbcnos.com

## Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ✓ yes _____ no

Chairs: ✓ yes _____ no If yes, how many 60

Archway: ✓ yes _____ no

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

Other _____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

5/29/19
Date

Attachment: cm 109 (2019-321 : Special Event Applications)

For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)

**Park/Beach Fee: $250.00** (nonrefundable)

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

Between Memorial Day an Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sunday 06/28/20 Ceremony start time: 6:00 pm

Setup time: 3:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Jacqueline Gomez Mamsala & Dewen Solorzano

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712

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

E-mail Address: Cryan@mcloones.com

## Other Pertinent Information

Number in wedding party: -

Number of people attending wedding ceremony 75

Will any of the following equipment be used:

PA System: ✓ yes _____ no

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

Archway: ✓ yes _____ no

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

Other _____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

09/02/19
Date

Attachment: cm 109 (2019-321 : Special Event Applications)

For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)

**Park/Beach Fee: $250.00** (nonrefundable)

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

Between Memorial Day an Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Saturday July 11, 2020 Ceremony start time: 6:30

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

Location of Ceremony: 5th Ave Beach

Names of Couple getting married : Hana Kammel + Rick Williams

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park NJ 07712

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

E-mail Address: hkammel@mclexmes.com

## Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 90

Will any of the following equipment be used:

PA System: ✓ yes _____ no

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

Archway: ✓ yes _____ no

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

Other _____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

5/17/19
Date

Attachment: cm 109 (2019-321 : Special Event Applications)

For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)

**Park/Beach Fee: $250.00** (nonrefundable)

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

Between Memorial Day an Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sat 08/01/20 Ceremony start time: 6:00pm

Setup time: 3:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Lauren Czapla & Christine Maresca

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712

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

E-mail Address: Cryan@mcloones.com

## Other Pertinent Information

Number in wedding party: –

Number of people attending wedding ceremony 120

Will any of the following equipment be used:

PA System: ✓ yes ____ no

Chairs: ✓ yes ____ no If yes, how many 50

Archway: ✓ yes ____ no

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

Other ____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

09/02/19
Date

Attachment: cm 109 (2019-321 : Special Event Applications)

For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)

**Park/Beach Fee: $250.00** (nonrefundable)

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

Between Memorial Day an Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sat 08/08/20 Ceremony start time: 6:00pm

Setup time: 3:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Michelle Daniele & John Dicarlo

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712

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

E-mail Address: Oryan@mcloones.com

## Other Pertinent Information

Number in wedding party: Man-

Number of people attending wedding ceremony 130

Will any of the following equipment be used:

PA System: ✓ yes _____ no

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

Archway: ✓ yes _____ no

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

Other _____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

09/02/19
Date

Attachment: cm 109 (2019-321 : Special Event Applications)

For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)
**Park/Beach Fee: $250.00** (nonrefundable)

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

Wedding Date: 06.15.2020 Ceremony start time: 6:30 pm

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

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Elisa Masiero & John McGraw

Address: [redacted] 1200 Ocean Ave City, State, Zip Code Asbury Park NJ 07712

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

E-mail Address: cryan@mcloones.com

## Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ✓ yes _____ no

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

Archway: ✓ yes _____ no

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

Other _____

_____

Attachment: cm 109 (2019-321 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Signature of Applicant

09.11.2019

Date

Attachment: cm 109 (2019-321 : Special Event Applications)

For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

# City of Asbury Park Wedding Application

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

**Wedding Application Fee: $100.00** (nonrefundable)

**Park/Beach Fee: $250.00** (nonrefundable)

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

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 5/2/2020 Ceremony start time: 3pm

Setup time: 1pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Atlantic Park

Names of Couple getting married : Rebecca Fox + Meghan Maury

Address: 97 Brooklyn Ave, Apt. 6M City, State, Zip Code Brooklyn, NY 11216

Day Phone: (202) 494-2889 Evening Phone: SAME OR (413)221-0681

E-mail Address: rebeccaefox@gmail.com

## Other Pertinent Information

Number in wedding party: 8

Number of people attending wedding ceremony 120

Will any of the following equipment be used:

PA System: X yes _____ no

Chairs: X yes _____ no If yes, how many 100

Archway: X yes _____ no

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

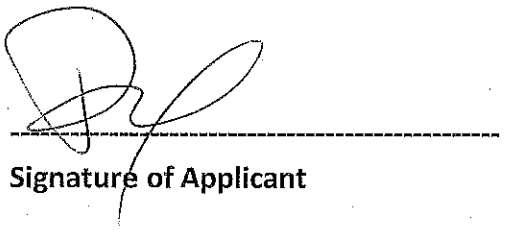
Attachment: cm 109 (2019-321 : Special Event Applications)

Other_____

_____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding .
I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



Signature of Applicant

8/21/19

Date

Attachment: cm 109 (2019-321 : Special Event Applications)

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For Special Events Department Use:

Wedding fee paid:$_____ Date of payment_____

Insurance_____

**RESOLUTION NO. 2019-322**

**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 2019 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - JUSTICE ASSISTANCE GRANT**

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of $51,346. Which is now available from Bureau of Justice Assistance - Justice Assistance Grant.

**BE IT FURTHER RESOLVED**, that a like sum of $51,346 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
Justice Assistance Grant $51,346

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2019-322 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS  DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

**RESOLUTION NO. 2019-323**

**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 2019 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - BULLET PROOF VEST PARNTERSHIP**

**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 2019 in the sum of $8,244.84 Which is now available from Bureau of Justice Assistance, Bulletproof Vest Partnership.

**BE IT FURTHER RESOLVED**, that a like sum of $8,244.84 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
Bulletproof Vest Partnership $8,244.84

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2019-323 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS  DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

**RESOLUTION NO. 2019-324**

**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 $1,721,131.78

**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 | $ | 979,511.78 |
| BOARD OF EDUCATION | | 741,620.00 |
| TOTAL VOUCHERS | $ | 1,721,131.78 |

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-324 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 10th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

P.O. Type: Contract  Print Alpha, Revenue, & G/L Accounts: Y  Open: N Void: N Paid: N
Format: Condensed  Held: N Aprv: N Rcvd: Y
Range: 8-First to 9-Last  Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last  Encumbrance Date Range: First to 12/31/19  Include Non-Budgeted: Y
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: CURRENT | | | | | |
| Department: CODE ENFORCEMENT AND ADMIN. | | | | | |
| Extd: CODE ENFORCEMENT AND ADMIN. | | | | | |
| 8-01-22-195-000-299 | CODE ENFORCE Misc. | | | | |
| WATSPR WATCHUNG SPRING WATER CO.,INC. | 19-03077 | OPEN INVOICES ACCT #113125 | 40.45 | 0.00 | |
| | Extd Total: CODE ENFORCEMENT AND ADMIN. | | 40.45 | | |
| | Department Total: CODE ENFORCEMENT AND ADMIN. | | 40.45 | | |
| | CAFR Total: | | 40.45 | | |
| Department: POLICE DEPARTMENT | | | | | |
| Extd: POLICE DEPARTMENT | | | | | |
| 8-01-25-240-000-201 | POLICE General Plant | | | | |
| ATLLOK ATLANTIC LOCK & SAFE | 19-03061 | #23708 SERVICES RENDERED | 911.00 | 0.00 | |
| | Extd Total: POLICE DEPARTMENT | | 911.00 | | |
| | Department Total: POLICE DEPARTMENT | | 911.00 | | |
| | CAFR Total: | | 911.00 | | |
| | Fund Total: CURRENT | | 951.45 | | |
| Fund: PARKING UTILITY: BUDGET: | | | | | |
| Department: PARKING UTILITY O/E: OTHER EXPENSES: | | | | | |
| Extd: PARKING UTILITY O/E: OTHER EXPENSES: | | | | | |
| 8-06-55-502-000-201 | PARKING UTILITY O/E: General Plant | | | | |
| WATSPR WATCHUNG SPRING WATER CO.,INC. | 19-03077 | OPEN INVOICES ACCT #113125 | 158.83 | 0.00 | |
| | Extd Total: PARKING UTILITY O/E: OTHER EXPENSES: | | 158.83 | | |
| | Department Total: PARKING UTILITY O/E: OTHER EXPENSES: | | 158.83 | | |
| | CAFR Total: | | 158.83 | | |
| | Fund Total: PARKING UTILITY: BUDGET: | | 158.83 | | |
| | Year Total: | | 1,110.28 | | |
| Fund: CURRENT | | | | | |
| Department: ADMINISTRATION | | | | | |
| Extd: ADMINISTRATION | | | | | |
| 9-01-20-100-000-201 | ADMINISTRATION General Plant | | | | |
| GEECHA GEESE CHASERS, LLC | 19-02104 | 3RD QTR 2019 CLEARNG AND | 1,079.00 | 0.00 | B |
| WATSPR WATCHUNG SPRING WATER CO.,INC. | 19-03077 | OPEN INVOICES ACCT #113125 | 77.68 | 0.00 | |
| ATTLLC AT&T MOBILITY LLC | 19-03119 | #287284936037 8/12 - 9/11 | 44.61 | 0.00 | |
| ATTLLC AT&T MOBILITY LLC | 19-03162 | #287284651437 8/12 - 9/11 | 153.90- | 0.00 | |
| CLACAN CLARKE CATON HINTZ PC | 19-03215 | Invoice 74842 Housing Plan | 730.00 | 0.00 | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| 9-01-20-100-000-201 | ADMINISTRATION General Plant Continued | | | | | |
| PERTRO | PERRY'S TROPHY COMPANY, INC. | 19-03230 | 4-plaques for fashion show | 220.00 | 0.00 | |
| | | | | 1,997.39 | | |
| | Extd Total: ADMINISTRATION | | | 1,997.39 | | |
| | Department Total: ADMINISTRATION | | | 1,997.39 | | |
| Department: MUNICIPAL CLERK | | | | | | |
| Extd: | MUNICIPAL CLERK | | | | | |
| 9-01-20-120-000-217 | MUNICIPAL CLERK Ads&Promotion | | | | | |
| THECOA | THE NEW COASTER, LLC | 19-03128 | Invoice #54197 | 97.27 | 0.00 | |
| ASBPAK | ASBURY PARK PRESS | 19-03209 | ORDER #3795704 | 80.12 | 0.00 | |
| | | | | 177.39 | | |
| | Extd Total: MUNICIPAL CLERK | | | 177.39 | | |
| | Department Total: MUNICIPAL CLERK | | | 177.39 | | |
| Department: FINANCIAL ADMINISTRATION | | | | | | |
| Extd: | FINANCIAL ADMINISTRATION | | | | | |
| 9-01-20-130-000-201 | FINANCE General Plant | | | | | |
| BELPAI | BELMAR DISCOUNT PAINT | 19-03058 | #430869 PAINT FOR CFO OFFICE | 47.32 | 0.00 | |
| MARBUS | MARLIN BUSINESS BANK | 19-03198 | INVOICE #17378140 10/15/19 | 339.50 | 0.00 | |
| WATSPR | WATCHUNG SPRING WATER CO.,INC. | 19-03222 | ACCOUNT #014764 SEPTEMBER | 49.55 | 0.00 | |
| | | | | 436.37 | | |
| 9-01-20-130-000-202 | FINANCE Office Supplies | | | | | |
| WBMASON | W.B.MASON CO., INC. | 19-02952 | #HEWCF237A TONER | 291.86 | 0.00 | |
| WBMASON | W.B.MASON CO., INC. | 19-03078 | OFFICE SUPPLIES NEEDED | 145.50 | 0.00 | |
| | | | | 437.36 | | |
| | Extd Total: FINANCIAL ADMINISTRATION | | | 873.73 | | |
| | Department Total: FINANCIAL ADMINISTRATION | | | 873.73 | | |
| Department: TAX ASSESSOR | | | | | | |
| Extd: | TAX ASSESSOR | | | | | |
| 9-01-20-150-000-202 | TAX ASSESSOR Office Supplies | | | | | |
| CRAPRI | CRAFTMASTER PRINTING, INC. | 19-02939 | 2019 Inspection Door Hangers | 166.00 | 0.00 | |
| 9-01-20-150-000-209 | TAX ASSESSOR Fees | | | | | |
| HARHAU | HARRY HAUSHALTER | 19-03095 | Haushalter Legal Defense-2019 | 1,023.00 | 0.00 | |
| 9-01-20-150-000-238 | TAX ASSESSOR Conventions | | | | | |
| NJLEAMUN | NJ LEAGUE OF MUNICIPALITIES | 19-03202 | CONFERENCE MICHAEL DELRE | 55.00 | 0.00 | |
| | Extd Total: TAX ASSESSOR | | | 1,244.00 | | |
| | Department Total: TAX ASSESSOR | | | 1,244.00 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| Department: DIRECTOR OF COMMUNICATIONS | | | | | | |
| Extd: DIRECTOR OF COMMUNICATIONS | | | | | | |
| 9-01-20-151-000-299 | DIRECTOR OF COMMUNICATIONS - Misc Exp | | | | | |
| HIGHV005 HIGH VOLTAGE CAFE LLC | | 19-03062 | Estimate for 9/19 Coffee Event | 27.00 | 0.00 | |
| USPOST U.S. POSTAL SERVICE | | 19-03229 | Postage HRC Survey Mailing | 1,295.00 | 0.00 | |
| | | | | 1,322.00 | | |
| | Extd Total: DIRECTOR OF COMMUNICATIONS | | | 1,322.00 | | |
| | Department Total: DIRECTOR OF COMMUNICATIONS | | | 1,322.00 | | |
| Department: LEGAL SERVICES | | | | | | |
| Extd: LEGAL SERVICES | | | | | | |
| 9-01-20-155-000-209 | LEGAL SERVICES Fees | | | | | |
| MARFAL MARAZITI FALCON, LLP | | 19-03028 | PROFESSIONAL SERVICES AUG.2019 | 5,110.00 | 0.00 | |
| ARCHGR ARCHER & GREINER, P.C. | | 19-03032 | Redevelopment Counsel for City | 1,012.50 | 0.00 | |
| ANSZAR ANSELL,GRIMM & AARON, P.C. | | 19-03180 | Invoice 444053 tax Abatement | 912.00 | 0.00 | |
| MCMSCO MCMANIMON,SCOTLAND&BAUMANN,LLC | | 19-03216 | #165514: AP WATERFRONT REDEV. | 157.50 | 0.00 | |
| | | | | 7,192.00 | | |
| | Extd Total: LEGAL SERVICES | | | 7,192.00 | | |
| | Department Total: LEGAL SERVICES | | | 7,192.00 | | |
| Department: CABLE TV ADVISORY COMMITTEE | | | | | | |
| Extd: CABLE TV ADVISORY COMMITTEE | | | | | | |
| 9-01-20-162-000-299 | CABLE TV ADVISORY COMMITTEE - MISC EXP | | | | | |
| ADORAMA ADORAMA INC. | | 19-00972 | Equipment | 527.41 | 0.00 | |
| | Extd Total: CABLE TV ADVISORY COMMITTEE | | | 527.41 | | |
| | Department Total: CABLE TV ADVISORY COMMITTEE | | | 527.41 | | |
| | CAFR Total: | | | 13,333.92 | | |
| Department: PLANNING BOARD | | | | | | |
| Extd: PLANNING BOARD | | | | | | |
| 9-01-21-180-000-201 | PLANNING BOARD General Plant | | | | | |
| JACSER JACK A. SERPICO | | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 1,100.00 | 0.00 | |
| | Extd Total: PLANNING BOARD | | | 1,100.00 | | |
| | Department Total: PLANNING BOARD | | | 1,100.00 | | |
| Department: ZONING BOARD OF ADJUSTMENT | | | | | | |
| Extd: ZONING BOARD OF ADJUSTMENT | | | | | | |
| 9-01-21-185-000-209 | ZONING BOARD Fees | | | | | |
| JACSER JACK A. SERPICO | | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 1,312.50 | 0.00 | |
| | Extd Total: ZONING BOARD OF ADJUSTMENT | | | 1,312.50 | | |
| | Department Total: ZONING BOARD OF ADJUSTMENT | | | 1,312.50 | | |
| | CAFR Total: | | | 2,412.50 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| Department: CODE ENFORCEMENT AND ADMIN. | | | | | | |
| Extd: CODE ENFORCEMENT AND ADMIN. | | | | | | |
| 9-01-22-195-000-299 | CODE ENFORCE Misc. | | | | | |
| JUNLAS JUNGLE LASERS, LLC | | 19-03070 | CE application AUGUST 2019 | 475.00 | 0.00 | |
| WATSPR WATCHUNG SPRING WATER CO.,INC. | | 19-03159 | Water, Delivery, & Cooler | 31.96 | 0.00 | |
| | | | | 506.96 | | |
| | Extd Total: CODE ENFORCEMENT AND ADMIN. | | | 506.96 | | |
| | Department Total: CODE ENFORCEMENT AND ADMIN. | | | 506.96 | | |
| | CAFR Total: | | | 506.96 | | |
| Department: EMPLOYEE GROUP INSURANCE | | | | | | |
| Extd: EMPLOYEE GROUP INSURANCE | | | | | | |
| 9-01-23-220-000-209 | EMPLOYEE GROUP INSURANCE Fees (IN CAP) | | | | | |
| NJSHBP NJSHBP | | 19-03092 | HEALTH COVERAGE OCTOBER 2019 | 492,508.39 | 0.00 | |
| | Extd Total: EMPLOYEE GROUP INSURANCE | | | 492,508.39 | | |
| | Department Total: EMPLOYEE GROUP INSURANCE | | | 492,508.39 | | |
| | CAFR Total: | | | 492,508.39 | | |
| Department: POLICE DEPARTMENT | | | | | | |
| Extd: POLICE DEPARTMENT | | | | | | |
| 9-01-25-240-000-201 | POLICE General Plant | | | | | |
| CRAPRI CRAFTMASTER PRINTING, INC. | | 19-02954 | Business Cards Detective | 45.00 | 0.00 | |
| 9-01-25-240-000-203 | POLICE Motor Vehicle | | | | | |
| EASAUT EASTERN AUTOPARTS WAREHOUSE | | 19-02916 | Blanket Car Maintenance | 374.18 | 0.00 | B |
| RICAUT RICH'S AUTO BODY | | 19-03107 | #11212 Towed For Investigation | 20.00 | 0.00 | |
| | | | | 394.18 | | |
| 9-01-25-240-000-205 | POLICE Animal Control Services | | | | | |
| SPCA MONMOUTH COUNTY SPCA | | 19-03052 | #2015201 Animal Control August | 4,863.20 | 0.00 | |
| 9-01-25-240-000-216 | POLICE Supplies-Compu. | | | | | |
| DELCOM DELL MARKETING L.P. | | 19-02475 | Precision T3420 Small Form | 1,955.47 | 0.00 | |
| 9-01-25-240-000-218 | POLICE Contract.Serv. | | | | | |
| POWDMS POWERDMS INC. | | 19-02994 | Annual Power DMS.com hosted | 6,335.05 | 0.00 | |
| ATTLLC AT&T MOBILITY LLC | | 19-03162 | #287284651437 8/12 - 9/11 | 776.93 | 0.00 | |
| | | | | 7,111.98 | | |
| 9-01-25-240-000-222 | POLICE Training | | | | | |
| INSID005 INSIDE THE TAPE | | 19-02782 | Homicide Investigation & Crime | 295.00 | 0.00 | |
| NJPUB NJ PUBLIC SAFETY ACCREDIATION | | 19-03176 | # 3919 2019 Conference | 798.00 | 0.00 | |
| | | | | 1,093.00 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| 9-01-25-240-000-226 | POLICE Bd.ofPrisoners | | | | | |
| MCDONA KJK RESTAURANTS, LLC | | 19-02647 | Blanket For Prisoner Meals Not | 96.64 | 0.00 | |
| | Extd Total: POLICE DEPARTMENT | | | 15,559.47 | | |
| | Department Total: POLICE DEPARTMENT | | | 15,559.47 | | |
| Department: FIRE DEPARTMENT | | | | | | |
| Extd: FIRE DEPARTMENT | | | | | | |
| 9-01-25-265-000-201 | FIRE DEPT. General Plant | | | | | |
| WESPES WESTERN PEST SERVICES | | 19-03080 | ACCOUNT #48720126 SERVICES | 198.00 | 0.00 | |
| ATTLLC AT&T MOBILITY LLC | | 19-03119 | #287284936037 8/12 - 9/11 | 44.76 | 0.00 | |
| ATTLLC AT&T MOBILITY LLC | | 19-03162 | #287284651437 8/12 - 9/11 | 461.00 | 0.00 | |
| HERCRY HERITAGE-CRYSTAL CLEAN,LLC | | 19-03174 | Inv 15901389 parts washer | 443.56 | 0.00 | |
| | | | | 1,147.32 | | |
| 9-01-25-265-000-202 | FIRE DEPT. Office Supplies | | | | | |
| COMSAF COMMUNITY SAFETY CONSULTANTS | | 19-03175 | Inv #19-ASHI-5240 CPR card | 10.00 | 0.00 | |
| 9-01-25-265-000-203 | FIRE DEPT. Motor Vehicle | | | | | |
| EASAUT EASTERN AUTOPARTS WAREHOUSE | | 19-02066 | Blanket not to exceed | 33.35 | 0.00 | B |
| GRAING GRAINGER, INC. | | 19-02764 | Duracell C batteries | 45.82 | 0.00 | |
| | | | | 79.17 | | |
| 9-01-25-265-000-206 | FIRE DEPT. Purchase of Equipment | | | | | |
| MOTOR005 MOTOROLA SOLUTIONS, INC C/O | | 19-02766 | Quote: Q51719-MR-0812-02 | 2,406.00 | 0.00 | |
| GRAING GRAINGER, INC. | | 19-02832 | Small Engine Fuel & Nozzles | 94.70 | 0.00 | |
| GRAING GRAINGER, INC. | | 19-02967 | High Voltage Caution Tape | 109.14 | 0.00 | |
| BUIGEN BUILDERS GENERAL SUPPLY CO. | | 19-03038 | Quote: 372350 | 138.90 | 0.00 | |
| | | | | 2,748.74 | | |
| 9-01-25-265-000-207 | FIRE DEPT. Clothing Allowance | | | | | |
| ALLHAN ALL HANDS FIRE EQUIPMENT, LLC | | 19-02251 | 2019 CLothing Allowance | 41,858.50 | 0.00 | B |
| 9-01-25-265-000-214 | FIRE DEPT. Building Maintenance | | | | | |
| BULLOC BULLET LOCK & SAFE CO., INC. | | 19-03043 | Est.: 2791-2nd floor door lock | 540.00 | 0.00 | |
| 9-01-25-265-000-218 | FIRE DEPT. Contract.Serv. | | | | | |
| REVGUA REVENUE GUARD MEDICAL CLAIMS | | 19-02980 | August 2019 Fees | 4,419.00 | 0.00 | |
| 9-01-25-265-000-229 | FIRE DEPT. Medical Sup. | | | | | |
| VERALP V.E. RALPH & SON, INC. | | 19-02834 | EMS Supplies | 526.54 | 0.00 | |
| TEALIF TEAM LIFE, INC. | | 19-03081 | INV: 26434 | 590.00 | 0.00 | |
| | | | | 1,116.54 | | |
| | Extd Total: FIRE DEPARTMENT | | | 51,919.27 | | |
| | Department Total: FIRE DEPARTMENT | | | 51,919.27 | | |
| | CAFR Total: | | | 67,478.74 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| Department: STREETS & ROADS MAINTENANCE | | | | | | |
| Extd: STREETS & ROADS MAINTENANCE | | | | | | |
| 9-01-26-290-000-201 | STREETS & ROAD | General Plant | | | | |
| SUFFREDI | SUFFOLK REDI-MIX | 19-02143 | Concrete 4000 PSI, etc | 355.00 | 0.00 | B |
| GRAING | GRAINGER, INC. | 19-02719 | Various Door Protection Items | 149.92 | 0.00 | |
| GRAING | GRAINGER, INC. | 19-02740 | Various Bolts, Screws, etc | 422.68 | 0.00 | |
| DOGWA005 | DOG WASTE DEPOT | 19-02934 | Dog Waste Roll Bag, 10 Roll CS | 399.90 | 0.00 | |
| STAVOLA | STAVOLA ASPHALT COMPANY, INC. | 19-03134 | #151946 Hot Mixed Asphalt 9/13 | 83.74 | 0.00 | |
| FERENT | FERGUSON ENTERPRISES INC. | 19-03186 | #3298037 Paint & Wax Ring | 129.19 | 0.00 | |
| ATLLOK | ATLANTIC LOCK & SAFE | 19-03214 | Various Parts, Material & Svc | 957.25 | 0.00 | |
| TREDEP | TREASURER-STATE NJ - NJDEP | 19-03217 | Fuel Dispensing Facility - | 820.00 | 0.00 | |
| | | | | 3,317.68 | | |
| 9-01-26-290-000-202 | STREETS & ROAD | Office Supplies | | | | |
| STAPLE | STAPLES BUSINESS ADVANTAGE | 19-02953 | Various Office Supplies | 428.63 | 0.00 | |
| 9-01-26-290-000-203 | STREETS & ROAD | Motor Vehicle | | | | |
| MODGRO | MODERN GROUP, LTD. | 19-01494 | Automotive Supplies & Tools | 1,249.23 | 0.00 | B |
| CHEVAL | CHERRY VALLEY TRACTOR SALES | 19-01496 | Automotive Supplies & Tools | 88.02 | 0.00 | B |
| GPCNA092 | GPC-NAPA AUTO PARTS | 19-02139 | Automotive Supplies and Tools | 239.69 | 0.00 | B |
| CENTJER | CENTRAL JERSEY EQUIPMENT, LLC | 19-02421 | Various Automotive Supplies | 254.36 | 0.00 | B |
| EDWTIR | EDWARDS TIRE CO., INC. | 19-02679 | Tires, Parts, Service, etc | 265.20 | 0.00 | B |
| GPCNA092 | GPC-NAPA AUTO PARTS | 19-02725 | Automotive Supplies and Tools | 28.83 | 0.00 | B |
| EASAUT | EASTERN AUTOPARTS WAREHOUSE | 19-02815 | Various Automotive Supplies | 1,030.27 | 0.00 | B |
| CENTJER | CENTRAL JERSEY EQUIPMENT, LLC | 19-02926 | Repair - 2016 John Deere 6120E | 5,878.97 | 0.00 | |
| GPCNA091 | GPC-NAPA AUTO PARTS | 19-02956 | Quote for OTC Encore Deluxe | 1,517.24 | 0.00 | |
| JACDOH | JACK DOHENY COMPANIES, INC. | 19-02987 | Various Parts for the JetVac | 408.41 | 0.00 | |
| CHEVAL | CHERRY VALLEY TRACTOR SALES | 19-02998 | Automotive Supplies and Tools | 304.37 | 0.00 | B |
| CHEVAL | CHERRY VALLEY TRACTOR SALES | 19-03020 | Parts for the Kubota | 433.67 | 0.00 | |
| WETIMM | W.E. TIMMERMAN COMPANY, INC. | 19-03069 | Converyor Chain CVR #1126823 | 150.90 | 0.00 | |
| LACEQU | LACAL EQUIPMENT INC. | 19-03075 | Clutch Asembly #LLCCX110P301 | 1,237.54 | 0.00 | |
| SEAFOR | SEA BREEZE FORD INC. | 19-03122 | Indicator Asy #6L5Z 7A110 AA | 18.42 | 0.00 | |
| HERCRY | HERITAGE-CRYSTAL CLEAN,LLC | 19-03193 | #15901218 Drum Mount 30 Gal Dr | 416.00 | 0.00 | |
| | | | | 13,521.12 | | |
| 9-01-26-290-000-210 | STREETS & ROAD | Network Fleet | | | | |
| NETWOR | NETWORKFLEET, INC. | 19-03226 | #1872139 Monthly Bundled - Sep | 3,596.00 | 0.00 | |
| 9-01-26-290-000-218 | STREETS & ROAD | Contract.Serv. | | | | |
| ARMTRE | ARMSTRONG TREE SERVICE LLC | 19-02876 | Tree Removal & Stump Grinding | 1,100.00 | 0.00 | |
| LORCO | LORCO PETROLEUM SERVICES | 19-03088 | #1431742 Used Oil Removal 9/13 | 100.00 | 0.00 | |
| LORCO | LORCO PETROLEUM SERVICES | 19-03110 | Used Oil & Oily Water Removal | 225.00 | 0.00 | |
| ATTLLC | AT&T MOBILITY LLC | 19-03119 | #287284936037 8/12 - 9/11 | 300.00 | 0.00 | |
| SECWOR | SECURITY WORLD INC. | 19-03171 | Securall Monitoring Service | 228.00 | 0.00 | |
| | | | | 1,953.00 | | |
| 9-01-26-290-000-222 | STREETS & ROAD | Training | | | | |
| RUTUND | RUTGERS UNIVERSITY | 19-03109 | Registration: William McClave | 105.00 | 0.00 | |
| | | | Extd Total: STREETS & ROADS MAINTENANCE | 22,921.43 | | |
| | | | Department Total: STREETS & ROADS MAINTENANCE | 22,921.43 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| Department: SOLID WASTE COLLECTION | | | | | | |
| Extd: SOLID WASTE COLLECTION | | | | | | |
| 9-01-26-305-000-209 | SOLID WASTE Fees | | | | | |
| RUBREC | RUBBERCYCLE LLC | 19-00093 | Recyclying of Various Tires | 44.00 | 0.00 | B |
| DELDEM | DELISA DEMOLITION, INC. | 19-02023 | Construction Debris Removal | 920.93 | 0.00 | B |
| RECPRO | RECYCLING PROMOTIONS | 19-02198 | 28 Ounce Aluminum Bottles | 437.81 | 0.00 | |
| DELDEM | DELISA DEMOLITION, INC. | 19-02880 | Construction Debris Removal | 1,592.57 | 0.00 | B |
| TRECTY | TREASURER CTY OF MONMOUTH | 19-02995 | #52059 Reclamation Center | 6,953.00 | 0.00 | |
| DELDEM | DELISA DEMOLITION, INC. | 19-03072 | #168865 Tipping Fees 9/2-14/19 | 30,841.32 | 0.00 | |
| DELDEM | DELISA DEMOLITION, INC. | 19-03111 | #170449 Monthly Service - Oct | 36,416.67 | 0.00 | |
| | | | | 77,206.30 | | |
| | Extd Total: SOLID WASTE COLLECTION | | | 77,206.30 | | |
| | Department Total: SOLID WASTE COLLECTION | | | 77,206.30 | | |
| Department: BUILDINGS & GROUNDS | | | | | | |
| Extd: BUILDINGS & GROUNDS | | | | | | |
| 9-01-26-310-000-201 | BUILDING & GND General Plant | | | | | |
| GRAING | GRAINGER, INC. | 19-02860 | Lavatory Faucet, Manual, 2Hand | 129.84 | 0.00 | |
| GRAING | GRAINGER, INC. | 19-02933 | Various Pleated Air Filters | 275.40 | 0.00 | |
| GRAING | GRAINGER, INC. | 19-03091 | Invoice 9251486313 Hydrant | 79.95 | 0.00 | |
| | | | | 485.19 | | |
| 9-01-26-310-000-218 | BUILDING & GND Contract.Serv. | | | | | |
| ABBPON | ABBY PONDS, INC. | 19-02992 | Pond Management Services | 2,000.00 | 0.00 | |
| AUTBUI | AUTOMATED BUILDING CONTROLS, | 19-03071 | #142292 Chiller Repair 7/20 | 633.75 | 0.00 | |
| TERPES | THE TERMINIX INTERNATIONAL CO | 19-03140 | #389687642 Pest Control 9/06 | 160.00 | 0.00 | |
| SCHELE | SCHINDLER ELEVATOR CORP. | 19-03228 | #8105172925 Quarterly Billing | 349.38 | 0.00 | |
| | | | | 3,143.13 | | |
| | Extd Total: BUILDINGS & GROUNDS | | | 3,628.32 | | |
| | Department Total: BUILDINGS & GROUNDS | | | 3,628.32 | | |
| | CAFR Total: | | | 103,756.05 | | |
| Department: SOCIAL SERVICES: | | | | | | |
| Extd: SOCIAL SERVICES: | | | | | | |
| 9-01-27-345-000-202 | SOCIAL SERVICES Office Supplies | | | | | |
| WBMASON | W.B.MASON CO., INC. | 19-02981 | Office Supplies | 94.49 | 0.00 | |
| 9-01-27-345-000-222 | SOCIAL SERVICES Training | | | | | |
| MONMO010 | MONMOUTH COUNTY OFFICE OF | 19-03154 | County Conference 10/17/19 | 110.00 | 0.00 | |
| 9-01-27-345-000-299 | SOCIAL SERVICES Misc. | | | | | |
| ORITRA | ORIENTAL TRADING CO., INC. | 19-02977 | Treat Bags for Tree Lighting | 43.89 | 0.00 | |
| | Extd Total: SOCIAL SERVICES: | | | 248.38 | | |
| | Department Total: SOCIAL SERVICES: | | | 248.38 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description | P.O. Id | P.O. Description | | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|---|
| Department: SENIOR CENTER | | | | | | | |
| Extd: SENIOR CENTER | | | | | | | |
| 9-01-27-350-000-201 | SENIOR CENTER General Plant | | | | | | |
| WBMASON | W.B.MASON CO., INC. | 19-02877 | Marcal Toilet Paper | | 26.99 | 0.00 | |
| ATLFIR | ATLANTIC SECURITY & FIRE, INC. | 19-03102 | QuarterlyMonitor 9/1-11/30/19 | | 98.85 | 0.00 | |
| OPTIMUM | OPTIMUM | 19-03115 | Sept Cable Service 9/15-10/14 | | 8.33 | 0.00 | |
| | | | | | 134.17 | | |
| | Extd Total: SENIOR CENTER | | | | 134.17 | | |
| | Department Total: SENIOR CENTER | | | | 134.17 | | |
| | CAFR Total: | | | | 382.55 | | |
| Department: RECREATION SERVICES & PROGRAM | | | | | | | |
| Extd: RECREATION SERVICES & PROGRAM | | | | | | | |
| 9-01-28-370-000-299 | RECREATION Misc. | | | | | | |
| SECON005 | SECOND LIFE BIKES, INC. | 19-01317 | kids bike helmets | | 345.00 | 0.00 | |
| ATTLLC | AT&T MOBILITY LLC | 19-03096 | #287286595693 | 8/12 - 9/11 | 55.05 | 0.00 | |
| | | | | | 400.05 | | |
| | Extd Total: RECREATION SERVICES & PROGRAM | | | | 400.05 | | |
| | Department Total: RECREATION SERVICES & PROGRAM | | | | 400.05 | | |
| | CAFR Total: | | | | 400.05 | | |
| Department: PUBLIC LIBRARY: | | | | | | | |
| Extd: PUBLIC LIBRARY: | | | | | | | |
| 9-01-29-390-000-299 | PUBLIC LIBRARY Misc. | | | | | | |
| ASBFRE | ASBURY PARK FREE PUBLIC LIBRAR | 19-03135 | 2019 Third Q Payment | | 80,000.00 | 0.00 | |
| | Extd Total: PUBLIC LIBRARY: | | | | 80,000.00 | | |
| | Department Total: PUBLIC LIBRARY: | | | | 80,000.00 | | |
| | CAFR Total: | | | | 80,000.00 | | |
| Department: LIGHTING | | | | | | | |
| Extd: LIGHT, HEAT & POWER | | | | | | | |
| 9-01-31-435-435-299 | LIGHT, HEAT & POWER Misc. | | | | | | |
| NJAMER | N.J. AMERICAN WATER CO. | 19-03094 | #1018-210024751262 | 8/3 - 9/3 | 468.11 | 0.00 | |
| NJNG | N.J. NATURAL GAS CO. | 19-03120 | #07-3132-1100-1Y | 8/15 - 9/13 | 1,431.51 | 0.00 | |
| JCPL | JCPL | 19-03166 | #100 103 461 107 | 8/23 - 9/20 | 349.38 | 0.00 | |
| JCPL | JCPL | 19-03199 | #100 069 260 899 | 8/23 - 9/20 | 2,552.09 | 0.00 | |
| JCPL | JCPL | 19-03223 | #100 056 608 167 | 8/24 - 9/23 | 9,485.61 | 0.00 | |
| | | | | | 14,286.70 | | |
| | Extd Total: LIGHT, HEAT & POWER | | | | 14,286.70 | | |
| Extd: STREET&TRAFFIC LIGHTING | | | | | | | |
| 9-01-31-435-436-299 | STREET&TRAFFIC LIGHTING Misc. | | | | | | |
| JCPL | JCPL | 19-03121 | #100 013 520 349 | 8/20 - 9/18 | 17,161.22 | 0.00 | |
| JCPL | JCPL | 19-03166 | #100 103 461 107 | 8/23 - 9/20 | 749.57 | 0.00 | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description / P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|
| 9-01-31-435-436-299 | STREET&TRAFFIC LIGHTING Misc. Continued | | | | |
| JCPL JCPL | 19-03199 | #100 069 260 899 8/23 - 9/20 | 2,217.04 | 0.00 | |
| JCPL JCPL | 19-03223 | #100 056 608 167 8/24 - 9/23 | 2,355.30 | 0.00 | |
| | | | 22,483.13 | | |
| | Extd Total: STREET&TRAFFIC LIGHTING | | 22,483.13 | | |
| | Department Total: LIGHTING | | 36,769.83 | | |
| Department: GASOLINE | | | | | |
| Extd: GASOLINE | | | | | |
| 9-01-31-460-000-299 | GASOLINE Misc. | | | | |
| GRIALLI GRIFFITH-ALLIED TRUCKING, LLC | 19-02735 | Unleaded RFG and Diesel Fuel | 2,383.68 | 0.00 | B |
| GRIALLI GRIFFITH-ALLIED TRUCKING, LLC | 19-02756 | Unleaded RFG and Diesel Fuel | 10,734.95 | 0.00 | B |
| | | | 13,118.63 | | |
| | Extd Total: GASOLINE | | 13,118.63 | | |
| | Department Total: GASOLINE | | 13,118.63 | | |
| | CAFR Total: | | 49,888.46 | | |
| Department: MUNICIPAL COURT | | | | | |
| Extd: MUNICIPAL COURT | | | | | |
| 9-01-43-490-000-202 | MUNIC COURT Office Supplies | | | | |
| OFFBUS OFFICE BUSINESS SYSTEMS, INC. | 19-02930 | Renewal contract 9/6/19-2020 | 875.00 | 0.00 | |
| CRAPRI CRAFTMASTER PRINTING, INC. | 19-02979 | warrants 2 part | 396.00 | 0.00 | |
| | | | 1,271.00 | | |
| 9-01-43-490-000-245 | MUNIC COURT Interpreter | | | | |
| BEACRA BEATRIZ C. CRANEY | 19-02918 | interpreter 8/23 and 8/30 | 270.00 | 0.00 | |
| BEACRA BEATRIZ C. CRANEY | 19-03033 | interpreter 9/5/19 | 231.25 | 0.00 | |
| | | | 501.25 | | |
| | Extd Total: MUNICIPAL COURT | | 1,772.25 | | |
| | Department Total: MUNICIPAL COURT | | 1,772.25 | | |
| Department: PUBLIC DEFENDER | | | | | |
| Extd: PUBLIC DEFENDER | | | | | |
| 9-01-43-495-000-021 | Fees | | | | |
| RONTRO RONALD J. TROPPOLI | 19-03093 | SEPT 2019 SERVICES RENDERED | 2,500.00 | 0.00 | |
| | Extd Total: PUBLIC DEFENDER | | 2,500.00 | | |
| | Department Total: PUBLIC DEFENDER | | 2,500.00 | | |
| | CAFR Total: | | 4,272.25 | | |
| | Fund Total: CURRENT | | 814,939.87 | | |
| Fund: BEACH | | | | | |
| Department: BEACH UTILITY O/E: OTHER EXPENSES: | | | | | |
| Extd: BEACH UTILITY O/E: OTHER EXPENSES: | | | | | |
| 9-05-55-502-000-201 | BEACH UTILITY O/E: General Plant | | | | |
| UPTFAS UP-TITE FASTNERS INC. | 19-01416 | Various Supplies and Tools | 72.48 | 0.00 | B |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description / P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|
| 9-05-55-502-000-201 | BEACH UTILITY O/E: General Plant Continued | | | | |
| TAYFEN | TAYLOR FENCE COMPANY, INC | 19-02144 Labor and Material | 825.00 | 0.00 | |
| CENTJER | CENTRAL JERSEY EQUIPMENT, LLC | 19-02344 Labor, Material and Supplies | 351.65 | 0.00 | B |
| VERITIV | VERITIV OPERATING COMPANY | 19-02531 Beachfront Custodial Supplies | 803.95 | 0.00 | B |
| GLESUP | GLENCO SUPPLY INC. | 19-02821 #5 Wire Plain Snow Fence, 50ft | 3,120.00 | 0.00 | |
| STUMPY | STUMPY'S SALES & SERVICE, INC. | 19-02847 Parts, Material and Service | 450.85 | 0.00 | |
| GRAING | GRAINGER, INC. | 19-02945 Battery Op Retrofit #25CH55 | 770.60 | 0.00 | |
| OPTIMUM | OPTIMUM | 19-03106 Account No. 07866-197754-01-4 | 154.27 | 0.00 | |
| ATTLLC | AT&T MOBILITY LLC | 19-03119 #287284936037 8/12 - 9/11 | 40.22 | 0.00 | |
| | | | 6,589.02 | | |
| 9-05-55-502-000-211 | BEACH UTILITY O/E: Light & Power | | | | |
| JCPL | JCPL | 19-03079 #100 013 520 380 8/20 - 9/18 | 213.67 | 0.00 | |
| | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES: | | 6,802.69 | | |
| | Department Total: BEACH UTILITY O/E: OTHER EXPENSES: | | 6,802.69 | | |
| | CAFR Total: | | 6,802.69 | | |
| | Fund Total: BEACH | | 6,802.69 | | |
| Fund: | PARKING UTILITY: BUDGET: | | | | |
| Department: | PARKING UTILITY O/E: OTHER EXPENSES: | | | | |
| Extd: | PARKING UTILITY O/E: OTHER EXPENSES: | | | | |
| 9-06-55-502-000-201 | PARKING UTILITY O/E: General Plant | | | | |
| IPSGRO | IPS GROUP, INC. | 19-03001 #44549 Monthly DMS Aug 2019 | 6,696.00 | 0.00 | |
| TRALIN | TRAFFIC LINES, INC. | 19-03006 #19637 Striping August 2019 | 33,719.70 | 0.00 | |
| GRAING | GRAINGER, INC. | 19-03067 #9295111323 Spray Paint | 80.10 | 0.00 | |
| WATSPR | WATCHUNG SPRING WATER CO.,INC. | 19-03077 OPEN INVOICES ACCT #113125 | 216.15 | 0.00 | |
| JCPL | JCPL | 19-03224 #100 130 356 924 8/29 - 9/23 | 49.75 | 0.00 | |
| | | | 40,761.70 | | |
| | Extd Total: PARKING UTILITY O/E: OTHER EXPENSES: | | 40,761.70 | | |
| | Department Total: PARKING UTILITY O/E: OTHER EXPENSES: | | 40,761.70 | | |
| | CAFR Total: | | 40,761.70 | | |
| | Fund Total: PARKING UTILITY: BUDGET: | | 40,761.70 | | |
| Fund: | SEWER UTILITY: BUDGET: | | | | |
| Department: | SEWER UTILITY O/E: OTHER EXPENSES: | | | | |
| Extd: | SEWER UTILITY O/E: OTHER EXPENSES: | | | | |
| 9-07-55-502-000-201 | SEWER UTILITY O/E: General Plant | | | | |
| GRAING | GRAINGER, INC. | 19-02932 Portable Two Way Radio, etc | 376.50 | 0.00 | |
| ERAINC | ERA, INC. | 19-02988 Total Residual Chlorine WP 296 | 189.36 | 0.00 | |
| MCMCAR | MCMASTER-CARR SUPPLY CO. | 19-03008 Flange Locknut & Shaft Diamete | 226.09 | 0.00 | |
| NJWEA | NJ WATER ENVIRONMENT ASSOC. | 19-03024 Registration for R. Corona | 297.00 | 0.00 | |
| STESUP | STEVENSON SUPPLY CO.,INC. | 19-03141 #600109 Filler Flange, etc | 736.99 | 0.00 | |
| GRESCH | GREGORY SCHWEIKERT | 19-03196 Reimbursement for Training | 550.00 | 0.00 | |
| | | | 2,375.94 | | |
| 9-07-55-502-000-211 | SEWER UTILITY O/E: Light & Power | | | | |
| NJNG | N.J. NATURAL GAS CO. | 19-03120 #07-3132-1100-1Y 8/15 - 9/13 | 962.54 | 0.00 | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

3.H.1.a

| Budget Account / Vendor | Description / P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|
| 9-07-55-502-000-211 | SEWER UTILITY O/E: Light & Power | Continued | | | |
| JCPL JCPL | 19-03223 | #100 056 608 167 8/24 - 9/23 | 18,224.86 | 0.00 | |
| | | | 19,187.40 | | |
| 9-07-55-502-000-218 | SEWER UTILITY O/E: Contract Services | | | | |
| AMERI005 AMERICAN AQUATIC TESTING, INC. | 19-02743 | Acute Whole Effluent Toxicity | 1,300.00 | 0.00 | B |
| ANSWER ANSERCOMM COMMUNICATIONS | 19-03089 | #M4541-091619 Answering Svcs | 166.57 | 0.00 | |
| SECWOR SECURITY WORLD INC. | 19-03172 | Service Contract Agreement | 600.00 | 0.00 | |
| HERCRY HERITAGE-CRYSTAL CLEAN,LLC | 19-03201 | #15901484 Tank Unit 35 Gal | 496.82 | 0.00 | |
| WATSPR WATCHUNG SPRING WATER CO.,INC. | 19-03227 | #9742525 Sprg Water & Delivery | 43.12 | 0.00 | |
| | | | 2,606.51 | | |
| 9-07-55-502-000-220 | SEWER UTILITY O/E: Accounting | | | | |
| NJAMER N.J. AMERICAN WATER CO. | 19-03156 | Usage data 4000176603 10/01/19 | 390.32 | 0.00 | |
| 9-07-55-502-000-224 | SEWER UTILITY O/E: Sludge Removal | | | | |
| PASVAL PASSAIC VALLEY SEWERAGE COM. | 19-02985 | #516731 Liquid Waste/Sludge | 27,214.96 | 0.00 | |
| 9-07-55-502-000-230 | SEWER UTILITY O/E: Hypochlorite | | | | |
| JCIJO005 JCI JONES CHEMICALS, INC. | 19-02937 | #798300 Hypochlorite Solution | 3,711.60 | 0.00 | |
| | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES: | | 55,486.73 | | |
| | Department Total: SEWER UTILITY O/E: OTHER EXPENSES: | | 55,486.73 | | |
| | CAFR Total: | | 55,486.73 | | |
| | Fund Total: SEWER UTILITY: BUDGET: | | 55,486.73 | | |
| | Year Total: | | 917,990.99 | | |
| Fund: GENERAL CAPITAL FUND BUDGET: | | | | | |
| Extd: 2019 Ord. 2019-9 Var. Capital Improv. | | | | | |
| C-04-55-998-177-003 | Police Cars - 3 | | | | |
| STARAD STALKER RADAR | 19-02835 | #2031501 TWO DSR 2X RADARS W/ | 5,211.00 | 0.00 | |
| C-04-55-998-177-005 | Software Planning, Building & Code | | | | |
| SHIINT SHI INTERNATIONAL CORP | 19-03003 | Q#177090401 - Monitors | 669.35 | 0.00 | |
| C-04-55-998-177-011 | Administration IT | | | | |
| SHIINT SHI INTERNATIONAL CORP | 19-02970 | Q#17699816 - Assessor Laptop | 1,017.85 | 0.00 | |
| C-04-55-998-177-015 | Administration General Plant | | | | |
| SHIINT SHI INTERNATIONAL CORP | 19-02772 | QUOTE #1598834 TABLETS | 4,132.30 | 0.00 | |
| | Extd Total: 2019 Ord. 2019-9 Var. Capital Improv. | | 11,030.50 | | |
| | Department Total: | | 11,030.50 | | |
| | CAFR Total: | | 11,030.50 | | |
| | Fund Total: GENERAL CAPITAL FUND BUDGET: | | 11,030.50 | | |
| Fund: BEACH CAPITAL FUND BUDGET: | | | | | |
| Extd: Ordinance 2019-15 Beach Improv. | | | | | |
| C-10-55-101-101-001 | Section 20 Costs | | | | |
| MARFAL MARAZITI FALCON, LLP | 19-03028 | PROFESSIONAL SERVICES AUG.2019 | 770.00 | 0.00 | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Bu / Account / Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|---|
| C-10-55-101-101-001 | Section 20 Costs | | Continued | | | |
| TMASSO T & M ASSOCIATES | | 19-03221 | LAF366550 Lifeguard Station | 9,311.00 | 0.00 | |
| | | | | 10,081.00 | | |
| | Extd Total: | | Ordinance 2019-15 Beach Improv. | 10,081.00 | | |
| | Department Total: | | | 10,081.00 | | |
| | CAFR Total: | | | 10,081.00 | | |
| | Fund Total: | | BEACH CAPITAL FUND BUDGET: | 10,081.00 | | |
| | Year Total: | | | 21,111.50 | | |
| Fund: GRANT FUND BUDGET: | | | | | | |
| G-02-43-907-019-200 | Mental Health Grant | | | | | |
| RUTUNV RUTGERS UNIVERSITY | | 19-03150 | Rutgers Continuing Education | 90.00 | 0.00 | |
| | Extd Total: | | | 90.00 | | |
| | Department Total: | | | 90.00 | | |
| | CAFR Total: | | | 90.00 | | |
| | Fund Total: | | GRANT FUND BUDGET: | 90.00 | | |
| | Year Total: | | | 90.00 | | |
| Fund: ANIMAL CONTROL FUND BUDGET: | | | | | | |
| T-12-56-850-000-801 | Reserve for Animal Control | | | | | |
| FRATEC FRA TECHNOLOGIES | | 19-03023 | MACS software 12/2019 -11/2020 | 650.00 | 0.00 | |
| | Extd Total: | | | 650.00 | | |
| | Department Total: | | | 650.00 | | |
| | CAFR Total: | | | 650.00 | | |
| | Fund Total: | | ANIMAL CONTROL FUND BUDGET: | 650.00 | | |
| Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: | | | | | | |
| Extd: 2018 CDBG Allotment | | | | | | |
| T-17-75-850-850-006 | Rehabilitation Program | | | | | |
| ALLIN005 ALL IN ALL REPAIRS | | 19-02608 | Home Repair Program | 5,000.00 | 0.00 | |
| | Extd Total: | | 2018 CDBG Allotment | 5,000.00 | | |
| | Department Total: | | | 5,000.00 | | |
| | CAFR Total: | | | 5,000.00 | | |
| | Fund Total: | | COMMUNITY DEVELOPMENT BLK GRANT BUDGET: | 5,000.00 | | |
| Fund: TRUST OTHER | | | | | | |
| T-20-56-850-868-801 | Reserve for P.O.A.A. | | | | | |
| MUNREC MUNICIPAL RECORD SERVICE | | 19-02828 | ats/acs mailers | 1,880.00 | 0.00 | |
| | Extd Total: | | | 1,880.00 | | |
| T-20-56-850-878-801 | Reserve for Recreation | | | | | |
| EDDCON EDDIE CONFETTI LLC | | 19-01939 | INV #201 summer camp activity | 815.50 | 0.00 | |
| | Extd Total: | | | 815.50 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description / P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|---|
| T-20-56-850-909-801 | Reserve for Tax Sale Premiums | | | | |
| TTLBL TTLBL, LLC | 19-01021 | TSC-15-00218 B-2203 L-12 | 27,000.00 | 0.00 | |
| | Extd Total: | | 27,000.00 | | |
| T-20-56-850-935-313 | SURF LESSONS CONC.(SUMMERTIME SURF,LLC) | | | | |
| ANSZAR ANSELL,GRIMM & AARON, P.C. | 19-03136 | Invoice 444049 Surf Concess. | 32.00 | 0.00 | |
| | Extd Total: | | 32.00 | | |
| | Department Total: | | 29,727.50 | | |
| | CAFR Total: | | 29,727.50 | | |
| | Fund Total: TRUST OTHER | | 29,727.50 | | |
| Fund: PLANNING & ZONING ESCROW FUND BUDGET: | | | | | |
| CAFR: PLANNING & ZONING ESCROW FUND BUDGET: | | | | | |
| T-21-00-286-000-299 | 4TH AVE PAVILLION(MADISON ASBURY RETAIL) | | | | |
| JACSER JACK A. SERPICO | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 187.50 | 0.00 | |
| | Extd Total: | | 187.50 | | |
| | Department Total: | | 187.50 | | |
| T-21-00-362-000-299 | 1101 MAIN STREET(PF PROPERTIES, LLC) | | | | |
| JACSER JACK A. SERPICO | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 487.50 | 0.00 | |
| | Extd Total: | | 487.50 | | |
| | Department Total: | | 487.50 | | |
| T-21-00-411-000-299 | 406 DEAL LAKE DRIVE(406 DEAL LAKE,LLC) | | | | |
| JACSER JACK A. SERPICO | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 75.00 | 0.00 | |
| | Extd Total: | | 75.00 | | |
| | Department Total: | | 75.00 | | |
| T-21-00-451-000-299 | 1401 OCEAN AVENUE(1401 OCEAN, LLC) | | | | |
| JACSER JACK A. SERPICO | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 225.00 | 0.00 | |
| | Extd Total: | | 225.00 | | |
| | Department Total: | | 225.00 | | |
| T-21-00-468-000-299 | 722-724 COOKMAN(C&C COOKMAN DEVELOPMENT) | | | | |
| JACSER JACK A. SERPICO | 19-03126 | PB/ZB Invoices Jul-Aug 2019 | 225.00 | 0.00 | |
| | Extd Total: | | 225.00 | | |
| | Department Total: | | 225.00 | | |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Budget Account / Vendor | Description / P.O. Id / P.O. Description | Amount | Void Amount | PO Type |
|---|---|---|---|---|
| Department: ADMIN EXPEND | | | | |
| T-21-00-476-000-299 | 140 RIDGE AVENUE(WELLS FARGO BANK, N.A.) | | | |
| JACSER JACK A. SERPICO | 19-03126 PB/ZB Invoices Jul-Aug 2019 | 187.50 | 0.00 | |
| | Extd Total: | 187.50 | | |
| | Department Total: ADMIN EXPEND | 187.50 | | |
| T-21-00-478-000-299 | 407-409 SEWALL AVE.(407 SEWALL AVE.,LLC) | | | |
| JACSER JACK A. SERPICO | 19-03126 PB/ZB Invoices Jul-Aug 2019 | 450.00 | 0.00 | |
| | Extd Total: | 450.00 | | |
| | Department Total: | 450.00 | | |
| Department: JUDGEMENTS | | | | |
| T-21-00-480-000-299 | 815 DUNLEWY ST.(SALDUTTI CONSTRUCTION) | | | |
| THECOA THE NEW COASTER, LLC | 19-03125 Coaster ZB Inv# 54098 Nesbitt | 18.02 | 0.00 | |
| JACSER JACK A. SERPICO | 19-03126 PB/ZB Invoices Jul-Aug 2019 | 375.00 | 0.00 | |
| | | 393.02 | | |
| | Extd Total: | 393.02 | | |
| | Department Total: JUDGEMENTS | 393.02 | | |
| T-21-00-482-000-299 | 1201 MONROE(INSPECTION)(K&M CONTRACTING) | | | |
| INSENG INSITE ENGINEERING, LLC | 19-03124 ZB Invoice#21144 B&G club | 425.00 | 0.00 | |
| | Extd Total: | 425.00 | | |
| | Department Total: | 425.00 | | |
| | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET: | 2,655.52 | | |
| | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET: | 2,655.52 | | |
| Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW | | | | |
| T-48-56-850-000-810 | 308 MAIN STREET(VAYAS CONSTRUCTION, LLC) | | | |
| ANSZAR ANSELL,GRIMM & AARON, P.C. | 19-03183 Invoice 444045 Easement | 80.00 | 0.00 | |
| T-48-56-850-000-823 | 1322 SPRINGWOOD(SPRINGWOOD COMMONS, LLC) | | | |
| ANSZAR ANSELL,GRIMM & AARON, P.C. | 19-03155 Invoice 444046 SW Commons | 368.00 | 0.00 | |
| | Extd Total: | 448.00 | | |
| | Department Total: | 448.00 | | |
| | CAFR Total: | 448.00 | | |
| | Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW | 448.00 | | |
| | Year Total: | 38,481.02 | | |

Total Charged Lines: 434 Total List Amount: 978,783.79 Total Void Amount: 0.00

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

| Totals by Year-Fund<br>Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| CURRENT | 8-01 | 951.45 | 0.00 | 0.00 | 951.45 |
| PARKING UTILITY: BUDGET: | 8-06 | 158.83 | 0.00 | 0.00 | 158.83 |
| Year Total: | | 1,110.28 | 0.00 | 0.00 | 1,110.28 |
| CURRENT | 9-01 | 814,939.87 | 0.00 | 0.00 | 814,939.87 |
| BEACH | 9-05 | 6,802.69 | 0.00 | 0.00 | 6,802.69 |
| PARKING UTILITY: BUDGET: | 9-06 | 40,761.70 | 0.00 | 0.00 | 40,761.70 |
| SEWER UTILITY: BUDGET: | 9-07 | 55,486.73 | 0.00 | 0.00 | 55,486.73 |
| Year Total: | | 917,990.99 | 0.00 | 0.00 | 917,990.99 |
| GENERAL CAPITAL FUND BUDGET: | C-04 | 11,030.50 | 0.00 | 0.00 | 11,030.50 |
| BEACH CAPITAL FUND BUDGET: | C-10 | 10,081.00 | 0.00 | 0.00 | 10,081.00 |
| Year Total: | | 21,111.50 | 0.00 | 0.00 | 21,111.50 |
| GRANT FUND BUDGET: | G-02 | 90.00 | 0.00 | 0.00 | 90.00 |
| ANIMAL CONTROL FUND BUDGET: | T-12 | 650.00 | 0.00 | 0.00 | 650.00 |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGE | T-17 | 5,000.00 | 0.00 | 0.00 | 5,000.00 |
| TRUST OTHER | T-20 | 29,727.50 | 0.00 | 0.00 | 29,727.50 |
| PLANNING & ZONING ESCROW FUND BUDGET: | T-21 | 2,655.52 | 0.00 | 0.00 | 2,655.52 |
| CITY OF ASBURY PARK REDEVELOPMENT ESC | T-48 | 448.00 | 0.00 | 0.00 | 448.00 |
| Year Total: | | 38,481.02 | 0.00 | 0.00 | 38,481.02 |
| Total Of All Funds: | | 978,783.79 | 0.00 | 0.00 | 978,783.79 |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

**October 9, 2019 Council Meeting:**

| | | |
|---|---|---|
| Balance Brought Forward from Total List Amount | $ | 978,783.79 |
| Asbury Park Board of Education | | 741,620.00 |
| NJDMV | | 60.00 |
| Modern Group | | 39.95 |
| Monmouth County Police Academy | | 150.00 |
| Postage | | 351.36 |
| WE Timmerman | | 126.68 |
| | $ | 1,721,131.78 |

Attachment: Bill List 10-9-19 (2019-324 : Payment of Bills)

**RESOLUTION NO. 2019-325**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS PARTS AND MATERIALS TO REPAIR THE CAMERA TRUCK/PIPE RANGER AT THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the City has a need to purchase various parts and materials to repair the Camera Truck/Pipe Ranger at the Department of Public Workers; and

**WHEREAS**, the City has obtained a quote from Cues Inc. for $6,612.55 for various parts and materials and $206.12 for freight charges; and

**WHEREAS**, Cues Inc. has submitted a Sole Source Statement for these various parts and materials; and

**WHEREAS,** the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of $6,818.67; and

**WHEREAS,** the Chief Financial Officer has certified that funds are available in the following accounts 9-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of various parts and materials to repair the Camera Truck/Pipe Ranger in the amount of $6,818.67and a copy of this Resolution shall be provided to the City Manager, CFO, Superintendent of Public Works, and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-325 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 9th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

# SALES ORDER ACKNOWLEDGEMENT

"The Standard of the Industry"

CUES

3600 Rio Vista Avenue
Orlando, Florida 32805
(407) 849-0190 Fax (407) 425-1569

SALES ORDER #: 000701631 Rev # : 2

Bill To: 7712010
ASBURY PARK DPW
9 MAIN ST.
ASBURY PARK, NJ 07712

Ship To: 7712011
ASBURY PARK DPW
9 MAIN ST.
ASBURY PARK, NJ 07712

TODAYS DATE: August 14, 2019
ORDER DATE: August 9, 2019
CUSTOMER PO:
CONTACT: JOE
SHIP VIA: 0
TERMS: NET 30 DAYS
EQUIPMENT: PIPE RANGER

Gcl- 700 / 9905

REQUESTED BY: CLEBLANC/ABARAC
SALESMAN: COURTNEY LEBLANC
SHIP LOCATION: CUST/SEV
F.O.B.: 2
HOLD CODE: Q **Estimate Only**
PHONE: 732-775-0900
SERIAL NUMBER: 07041101 0 Hrs.

| Ln # | Part # Description | Order Qty | Ship From | Tax Rate | Disct Amount | Disct Pct | Price | Ext Price |
|---|---|---|---|---|---|---|---|---|
| 001 | 8800000 LABOR,ELECTRONIC PER HR. | 11 | CUST/SEV | 0.00 | 0.00 | 0.0% | 125.00 | 1,375.00 |
| 002 | 7700000 CONSUMABLE STOCK CHARGE | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 7.50 | 7.50 |
| 003 | HW1816 SPRING,.180"ODX.110"IDX,.68"LG,SST | 4 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.95 | 27.80 |
| 004 | HW1165 SEAL,SHAFT,.75X1.00X.158TK,DBL LIPS | 6 | CUST/SEV | 0.00 | 0.00 | 0.0% | 12.55 | 75.30 |
| 005 | HW693 O-RING,2-043,BUNA-N | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.12 | 6.12 |
| 006 | HW903 O-RING,2-026 BUNA | 2 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.12 | 12.24 |
| 007 | 130112 O-RING,10MM X 2.5MM,BUNA | 6 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.12 | 36.72 |
| 008 | WT046 O-RING,2-175,BUNA,F/ PR SIDE COVERS | 2 | CUST/SEV | 0.00 | 0.00 | 0.0% | 9.62 | 19.24 |
| 009 | HW605 RING,RETAIN.,SPIRAL,.500ID,.035 THK | 2 | CUST/SEV | 0.00 | 0.00 | 0.0% | 3.46 | 6.92 |
| 010 | W5011 COVER,DOUBLE BALL,CLUTCH,SPR | 2 | CUST/SEV | 0.00 | 0.00 | 0.0% | 102.21 | 204.42 |
| 011 | HW1000 O-RING,2-155 BUNA | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.12 | 6.12 |
| 012 | 050681 SEAL,OIL,.500DIA X.685 BORE,.093 | 4 | CUST/SEV | 0.00 | 0.00 | 0.0% | 11.62 | 46.48 |
| 013 | BW128 O-RING,2-025,BUNA | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.12 | 6.12 |
| 014 | 8805 O-RING,CLAMP PIVOT,2-011,EP | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 6.12 | 6.12 |
| 015 | W5405 PCB ASSY,CURR LIMIT FILT,SPR/PR | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 135.32 | 135.32 |
| 016 | W5080 WASHER,RETAINING,WHEEL HUB | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 11.54 | 11.54 |
| 017 | W5081 WASHER,O-RING PROTECTION,WHL HUB | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 9.52 | 9.52 |
| 018 | HW2957 SEAL,SHAFT,DBL LIP,.625X.938X.188 | 2 | CUST/SEV | 0.00 | 0.00 | 0.0% | 23.50 | 47.00 |



Attachment: CUES INC CAMERA TRUCK REPAIRS & FREIGHT CHARGES (2019-325 : Authorizing the Purchase of Parts & Materials for Repairs

# SALES ORDER ACKNOWLEDGEMENT

"The Standard of the Industry"

CUES

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 019 | WT031<br>HOUSING,SWIVEL,REAR,12 PIN | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 211.50 | 211.50 |
| 020 | RP005<br>O-RING,2-023,SILICONE | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 9.62 | 9.62 |
| 021 | WS136<br>GEARMOTOR,SL-MTI, F/ SPR+LAMPII | 2 | CUST/SEV | 0.00 | 0.00 | 0.0% | 2,171.00 | 4,342.00 |
| 022 | HANDLING<br>HANDLING CHARGES | 1 | CUST/SEV | 0.00 | 0.00 | 0.0% | 9.95 | 9.95 |

| | | | |
|---|---|---|---|
| | SHIPPING CHARGES ARE NOT INCLUDED IN THE TOTAL AMOUNT.<br>ACKNOWLEDGEMENT ONLY - ESTIMATE INVOICE PENDING | Sub Total :<br>Discount Total :<br>Tax Total :<br>TOTAL > | 6,612.55<br>0.00<br>0.00<br>$6,612.55 |



Attachment: CUES INC CAMERA TRUCK REPAIRS & FREIGHT CHARGES (2019-325 : Authorizing the Purchase of Parts & Materials for Repairs

# INVOICE

Remit To: CUES, Inc.
P.O. Box 639633
Cincinnati, OH 45263-9633

CUES

3600 Rio Vista Avenue
Orlando, Florida 32805
(407) 849-0190 Fax (407) 425-1569

Bill To: ASBURY PARK DPW
9 MAIN ST.
ASBURY PARK, NJ 07712

Ship To: ASBURY PARK DPW
9 MAIN ST.
ASBURY PARK, NJ 07712

TODAYS DATE: July 24, 2019
INVOICE DATE: July 24, 2019
INVOICE #: 539087
SALES ORDER #: 000699496
CUSTOMER PO: V-JOE

SALES PERSON: AB4
TERMS: NET 30 DAYS
F.O.B.: SHIPPING POINT
WAYBILL NUMBER: 0279958397
CONTACT: JOE GINFFI
PHONE NUMBER: 732-775-0900

| Order Date | Bill To # | Terr | Tax | Tax % | Ship To # | Stores | Ship Via |
|---|---|---|---|---|---|---|---|
| 7/23/2019 | 07712010 | 133 | N | 0.00 | 07712011 | LOANER | UPS 2 DAY AIR |

| Ln # | SO Ln # | Part # Description | Prod Code | Order Qty | Ship Qty | Bal Due | Tax Rate | Disct % | Price | Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 001 | 001 | WS350 TRANSPORTER ASSY,M/C,SPR - OBS | LOAN | 1 | 1 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 002 | 002 | HANDLING HANDLING CHARGES | IN133 | 1 | 1 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| 999 | 999 | FREIGHT CHARGES | | | | | 0.00 | | | 206.12 |

All Conditions described herein accepted upon receipt of merchandise. No merchandise will be acceptable for return without Material Return Authorization No. on outside of package. All claims and returned goods must be accompanied by this bill. Returned goods subject to 20% restocking charge. No returns on electrical parts or parts once installed. Loss or damaged claims in transit must be made against the carrier by the buyer. Past due invoices are subject to 1.5% per month (18% APR) charge. Customer is responsible for all legal & collection fees. Payments made by credit card may be subject to an additional 3% finance fee at the time of processing.

| | |
|---|---|
| Sub Total : | 206.12 |
| Tax Total : | 0.00 |
| TOTAL DUE > | $206.12 |

Payment Options:
Fifth Third Bank, Wire ABA #042000314, ACH ABA #042000314
Account Name: Cues, Inc. Account #7028939929, SWIFT: FTBCUS3C
Bank Address: Fifth Third Bank 38 Fountain Square Plaza Cincinnati, OH 45263
Please email remittance advice to AccountsReceivable@cuesinc.com

Remarks:
MRA: 53868
SN: 10073004



Attachment: CUES INC CAMERA TRUCK REPAIRS & FREIGHT CHARGES (2019-325 : Authorizing the Purchase of Parts & Materials for Repairs

"The Standard of the Industry"
CUES
3600 Rio Vista Avenue
Orlando, FL 32805

Wednesday, September 25, 2019

To: Joe
ASBURY PARK DPW
9 MAIN ST.
ASBURY PARK,NJ 07712

Dear Joe,

This letter is to advise that CUES-Orlando is the only authorized source of genuine CUES Replacement Parts and Service. We strongly recommend the use of genuine CUES Parts and Service due to potential compatibility problems. We have recorded instances where non-standard parts resulted in major damage to the electronic and other systems.

We appreciate your interest in CUES Equipment and look forward to being of service to you.

CUES Sole Source Statement

CUES is the sole manufacture and supplier of OEM ***(Original Equipment Manufacture)*** products/parts for your existing CUES TV equipment. Due to compatibility and warranty issues CUES recommends the purchase of "Original" components and parts for your existing CUES TV unit.

CUES will not be responsible for damage resulting from the use of other manufactures components or parts that are not 100% compatible with your existing CUES TV equipment.

**The main benefits of CUES OEM purchases are:**

1. Continuation of Warranty
2. Maintain Standardization of Equipment
3. CUES has the only fully stocked parts and service facility located within the State of Florida eliminating the need for the City to stock an expensive parts inventory or being subjected to long periods of interrupted service due to lack of spare parts.
4. 100% compatibility without modifications.

Sincerely,

Steve Rayhle

Attachment: CUES INC SOLE SOURCE STATEMENT (2019-325 : Authorizing the Purchase of Parts & Materials for Repairs to the Camera

**RESOLUTION NO. 2019-326**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF AIR PACKS FOR THE AERIAL LADDER FIRE TRUCK**

**WHEREAS**, the City has a need to purchase air packs for the new aerial ladder fire truck; and

**WHEREAS**, the City has obtained the attached quote from New Jersey Fire Equipment Co., off of the N.J. State Contract 17-FLEET-00819 at a total cost of $64,617.50; and

**WHEREAS,** the City desires to purchase air packs for the Aerial ladder fire truck; and

**WHEREAS,** the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-008.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of $64,617.50; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-326 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 9th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

New Jersey Fire Equipment Co.
119-131 Route 22 East
Green Brook, NJ 08812

# Quote

| Date | Quote # |
|---|---|
| 9/18/19 | 6785 |

| Name / Address |
|---|
| City of Asbury Park<br>1 Municipal Plaza<br>Asbury Park, NJ 07712 |

Contact: Chief Kevin Keddy

Phone:

| SO # | Terms | Rep | FOB |
|---|---|---|---|
| | Net 30 | Share | |

| Description | Qty | Cost | Delivery | Total |
|---|---|---|---|---|
| The X3-Pro 2018 Edition Air-Pak is not covered under the New Jersey State Contract which is currently utilizing the 2017 Scott Pricing, which is 10% off of list price. The cylinders listed below are covered under the contract, and the contract number will be listed accordingly. The X3 Pro Paks will be priced as same as if they were on the contract, at 10% off of the list. The Pak's are on the current HGAC Cooperative Purchasing, and get be sold utilizing this procedure if you would elect to do so. | 0 | 0.00 | | 0.00 |
| Scott - X8925025005A04 - 2018 Edition X3 Pro Air-Pak 5500 PSI, Snap change connection, sems pass device, quick disconnect rectus fitting regulator, spring clip harness, Scott 2018 lifetime warranty. | 7 | 8,104.50 | | 56,731.50 |
| NJFE will offer $550.00 for each pak traded in at time of purchase on a One-For-One basis.. | 7 | -550.00 | | -3,850.00 |
| New Jersey State Contract 17-FLEET-00819 | | 0.00 | | 0.00 |
| Scott - 200970-01 - 5500 PSI Snap change 45 minute cylinder, 15 Yr service life. | 7 | 1,467.00 | | 10,269.00 |
| Scott - 200970-01 - 5500 PSI Snap change 45 minute cylinder, 15 Yr service life. NO CHARGE NJFE COURTESY | 7 | 0.00 | NJFE COURTESY | 0.00 |
| Scott - 200969-01- 5500 PSI CGA 45 minute cylinder, 15 Yr service life. | 1 | 1,467.00 | | 1,467.00 |

**Total**



| Phone # | E-mail |
|---|---|
| (732) 968-2121 | info@njfe.com |





Signature: James Giunchini

Attachment: AIR PACK QUOTES FOR FIRE TRUCK (2019-326 : Authorizing the purchase of Air Packs for the Aerial Ladder Fire Truck)

New Jersey Fire Equipment Co.
119-131 Route 22 East
Green Brook, NJ 08812

# Quote

| Date | Quote # |
|---|---|
| 9/18/19 | 6785 |

| Name / Address |
|---|
| City of Asbury Park<br>1 Municipal Plaza<br>Asbury Park, NJ 07712 |

Contact: Chief Kevin Keddy

Phone:

| SO # | Terms | Rep | FOB |
|---|---|---|---|
| | Net 30 | Share | |

| Description | Qty | Cost | Delivery | Total |
|---|---|---|---|---|
| NJFE will include a custom Asbury Park FD Pak & Cylinder custom logo vinyl decal. Free of Charge. | | 0.00 | | 0.00 |
| **Total** | | | | $64,617.50 |



| Phone # | E-mail |
|---|---|
| (732) 968-2121 | info@njfe.com |





Signature: James Giunchini

Attachment: AIR PACK QUOTES FOR FIRE TRUCK (2019-326 : Authorizing the purchase of Air Packs for the Aerial Ladder Fire Truck)

Firefighter One
34 Wilson Drive Sparta New Jersey 07871
Phone (973) 940-3061 Fax: (973) 860-1388

# QUOTE

**SQ-00218974**

Quote Date 09/19/2019
Expiry Date 10/19/2019

**Sales Rep:** **Rian Donoher: RDonoher@FF1.com**

| | | | |
|---|---|---|---|
| Customer: | Asbury Park Fire Department | Delivery Address: | 800 Main St |
| Bill to: | | Delivery City: | Asbury Park |
| Street: | 800 Main St, | Delivery State: | NJ |
| City: | Asbury Park | Delivery Zip Code: | 07712 |
| State: | NJ | **Delivery Method:** | **Drop Shipment** |
| Zip Code: | 7712 | | |
| Acct. # | APFD07712 | Payment Term | 30 days |

| Part | Description | Qty | Price | Total |
|---|---|---|---|---|
| MISC SALE | Miscellaneous Sale | 7.00 | 8,104.50 | 56,731.50 |
| | Scott Airpak X3 Pro W/ Snap Change, Parachute buckles, 5500 psi, Ez Flo regulator w/ quick connect, SEMS II Pro Part #- X8915025005A04 | | | |
| SCT-200970-01 | 15 Year Carbon-Wrapped Cylinder & Valve Assembly 5500 PSI / Snap-Change / 45 Minute | 7.00 | 1,467.00 | 10,269.00 |
| SCT-200970-01 | 15 Year Carbon-Wrapped Cylinder & Valve Assembly 5500 PSI / Snap-Change / 45 Minute | 7.00 | 0.00 | 0.00 |
| SCT-200969-01 | 15 Year Carbon-Wrapped Cylinder & Valve Assembly 5500 PSI / CGA Threaded / 45 Minute | 1.00 | 1,467.00 | 1,467.00 |
| 17-FLEET-00819-Scott Safety | T-0790 (17DPP00100) – Firefighter Protective Clothing and Equipment Award Summary NJ State Contract Master Blanket# 17-FLEET-00819 / Scott Safety Price List Date: Feb 1, 2017 / 10% Discount / Category 6, 7 & 8 | 1.00 | 0.00 | 0.00 |
| Trade In | Trade In Allowance | 7.00 | -500.00 | -3,500.00 |
| | 2010 NXG7 4.5 Snap Change Pak & Cylinder | | | |

| Charge | Price |
|---|---|
| Order Qualifies for Free Shipping / Delivery | 0.00 |

RETURN POLICY:
-Special Order or Custom items are not returnable.
-All Returns are subject to a 20% restocking fee.
-No returns will be accepted without an RMA # issued by FF1.
-No Returns will be accepted after 60 days from date of purchase.
-Returning party responsible for shipping related charges.
-Returned merchandise must be in NEW and RESALABLE condition for credit to be applied.

| | |
|---|---|
| **Sub Total** | 64,967.50 |
| **Charges** | 0.00 |
| **Tax Total** | 0.00 |
| **Total** | 64,967.50 |

Authorized Signature: _____

Printed Name: _____

Purchase Order #: _____ *Physical P.O. must be received in order to process (if applicable)

Attachment: AIR PACK QUOTES FOR FIRE TRUCK (2019-326 : Authorizing the purchase of Air Packs for the Aerial Ladder Fire Truck)

**RESOLUTION NO. 2019-327**

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

**AUTHORIZING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES TO T&M ASSOCIATES FOR A MULTI-USE STATION ON THE BOARDWALK**

**WHEREAS,** on August 14, 2019 the City of Asbury Park received a proposal to provide professional engineering and architectural services for the design and construction of a multi-use Lifeguard, Emergency Medical Services, Restroom and Ticket Booth Facility to be located on the Boardwalk from T&M; and

**WHEREAS,** the cost for design and construction administration services shall not exceed $152,100 without Council approval; and

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

**WHEREAS,** the Chief Financial Officer has certified that funds are available in the Capital Account upon final passage of the Capital Ordinance for this project for the maximum amount as stated in this resolution, and shall update the CAF with the new account number and shall reimburse the internal line item from the Proceeds of the Bond or Note upon issuance; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide professional engineering and architectural services for the design and construction of a multi-use Lifeguard, EMS Restroom and Ticket Booth Facility on the Boardwalk in an amount not to exceed $152,100.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-327 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 9th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

YOUR GOALS. OUR MISSION.

ASPK-00758

August 14, 2019
*(Via email & regular mail)*

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

**Re: Asbury Park Lifeguard/EMS/Restroom/Ticket Booth Facility**
**City of Asbury Park, Monmouth County, New Jersey**
**Proposal for Professional Engineering and Architectural Services**

Dear Mr. Capabianco:

T&M Associates is pleased to present this proposal for professional engineering and architectural services for the design and construction of a multi-use Lifeguard, Emergency Medical Service, Restroom, & Ticket Booth facility to be located on the boardwalk in Asbury Park.

Per our prior authorization, we proceeded with the initial stages of conceptual and schematic design, including survey services, preliminary architectural floor plans, and preliminary site layout. We have also met and corresponded at length with NJDEP/CAFRA in order to confirm that the project will be well received, and ultimately approved. CAFRA has reviewed the preliminary plans submitted and has requested minor revisions which will be incorporated in the final design plans.

As you are aware, we have selected the firm of Arcari+Iovino Architects to provide the architectural design, including all internal systems necessary for its operation, with the exception of telecommunications/internet systems to be designed and installed by the City's contracted vendor. Arcari+Iovino will also provide bidding assistance, construction management and administration.

T&M Associates will serve as the City's overall project/program manager for this project. T&M will coordinate and facilitate all aspects of the project from the Schematic Design Phase and Permitting, through construction, and to final acceptance and closeout. T&M will also provide the design, utility coordination, and construction inspection of all site work, including all utility connections to the proposed facility, including sanitary sewer, water, gas, and electric.

As such, we offer the following scope of services for your consideration:



Attachment: T&M ASSOCIATES MULTI-USE LIFEGUARD STATION ON THE BOARDWALK (2019-327 : Awarding a contract to T&M Associaties

Le: Michael Capabianco
City Manager

Re: Lifeguard/EMS/Restroom/Ticket Facility
Architectural and Engineering Services Proposal
City of Asbury Park, Monmouth County, New Jersey

**SCOPE OF SERVICES:**

**Pre-Design / Schematic Design Phase** — **COMPLETED**

**Final Design Phase:** — **$ 89,500.00**

T&M Associates and the Project Architect will prepare plans and project specifications suitable for public bidding. We will meet with City staff and project stakeholders during the design phase to ensure that the City's vision and expectations are met.

The Design Phase will include all aspects of the project design including the following:

- Architectural Building Design
- Structural Design
- Geotechnical Survey & Investigation
- Mechanical/Electrical/Plumbing (M/E/P) Design
- Site Design
- Sanitary Sewer Design and coordination
- Electrical Service Design and Coordination
- Water Service Design and Coordination
- Gas Service Coordination
- Construction Cost Estimates

**Permitting Phase:** — **$ 4,800.00**

As previously discussed, the permitting phase of the project is already underway and will require basic coordination and communication with CAFRA to obtain final approval. CAFRA has determined that a simple Permit Modification-In-Detail will be required for this project as opposed to a full CAFRA Permit Application. We do not anticipate any CAFRA Permit Fees, Application Fees, or Review Fees for this project.

**Project Bidding and Contract Award:** — **$ 2,800.00**

Attachment: T&M ASSOCIATES MULTI-USE LIFEGUARD STATION ON THE BOARDWALK (2019-327 : Awarding a contract to T&M Associaties

Le: Michael Capabianco
City Manager

Re: Lifeguard/EMS/Restroom/Ticket Facility
Architectural and Engineering Services Proposal
City of Asbury Park, Monmouth County, New Jersey

T&M Associates and the Project Architect will prepare the necessary contract documents, advertise the project for bid, distribute bid documents and respond to bidder's inquiries. We will be present at the opening of submitted bid packages, organize and tally the bid results, and make a recommendation of award for the City's consideration.

**Construction Phase:** **$ 55,000.00**

T&M Associates and the Project Architect will provide a Project Manager and part-time inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction in an effort to ensure the work is performed in general accordance with the contract documents and standard construction practices.

The specific scope of services includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. Pre-construction phase assumed to last approximately one month.

2. Provide an inspector to conduct periodic on-site construction observation for the duration of the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services.

3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.

4. Conduct periodic job meetings with representatives of the contractor, subcontractors, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute

Attachment: T&M ASSOCIATES MULTI-USE LIFEGUARD STATION ON THE BOARDWALK (2019-327 : Awarding a contract to T&M Associaties

Le: Michael Capabianco
City Manager

Re: Lifeguard/EMS/Restroom/Ticket Facility
Architectural and Engineering Services Proposal
City of Asbury Park, Monmouth County, New Jersey

meeting minutes accordingly.

5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.

6. Review Contractor's monthly estimates of work performed and invoices submitted for payment and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.

7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Final Change Order.

8. Review and issue written recommendations to the City following the receipt of any written claim or dispute from Contractor.

9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e. unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal in writing for consideration and approval prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor meeting its contract completion dates as set forth in the contract documents and within the time allowed. If the contractor is not substantially complete by that time, and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for work beyond the original authorization or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued services. Similarly, should our

services be required beyond 8 hours on any day or any weekend time, we will also ask the City

Attachment: T&M ASSOCIATES MULTI-USE LIFEGUARD STATION ON THE BOARDWALK (2019-327 : Awarding a contract to T&M Associaties

Le: Michael Capabianco
City Manager

Re: Lifeguard/EMS/Restroom/Ticket Facility
Architectural and Engineering Services Proposal
City of Asbury Park, Monmouth County, New Jersey

to enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. No additional work will commence without written authorization from the City.

This proposal is specifically limited to the scope of work outlined above and includes ongoing dialogue with the City. Should any additional survey, engineering design, architectural design, or site investigation work be required above and beyond the original scope of this proposal, T&M will inform the City and obtain written authorization prior to the commencement of any additional work. T&M will provide an additional services proposal, if warranted, under separate cover.

Any application fees and/or permit fees associated with the project submission are the sole responsibility of the Applicant and are not part of this scope of services.

The City of Asbury Park shall be provided with two (2) copies of plans, specifications, reports, etc., at no additional cost. Additional copies of any project reference maps, plans, reports, exhibits, calculations or computations can be provided at the City's request and will be invoiced as a direct reimbursable expense based on T&M's fee schedule.

Summary of Fees:

| | |
|---|---|
| **Pre-Design / Schematic Design Phase** | **COMPLETED** |
| **Final Design Phase:** | **$ 89,500.00** |
| **Permitting Phase:** | **$ 4,800.00** |
| **Project Bidding and Contract Award:** | **$ 2,800.00** |
| **Construction Phase:** | **$ 55,000.00** |
| **Total Design and Construction Administration:** | **$152,100.00** |

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

If you have any questions or require additional information, please do not hesitate to contact

Attachment: T&M ASSOCIATES MULTI-USE LIFEGUARD STATION ON THE BOARDWALK (2019-327 : Awarding a contract to T&M Associates

Le: Michael Capabianco
City Manager

Re: Lifeguard/EMS/Restroom/Ticket Facility
Architectural and Engineering Services Proposal
City of Asbury Park, Monmouth County, New Jersey

me.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER
*On Behalf of:*
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

Accepted by:
THE CITY OF ASBURY PARK

_____
Michael Capabianco Date
Asbury Park City Manager

CAB:JDH:jdh

Cc: Tracy Lizardi, Purchasing Agent
Cindy Dye, City Clerk
JoAnn Boos, CFO
Frederick C. Raffetto, Esq., City Attorney

*G:\Projects\ASPK\00758\Proposals\Full Proposal - Arch-Eng-CA&I\Capabianco_JDH-CAB_Lifeguard-EMS-TicketBooth facility_Preliminary Services Proposal.docx*

Attachment: T&M ASSOCIATES MULTI-USE LIFEGUARD STATION ON THE BOARDWALK (2019-327 : Awarding a contract to T&M Associates

**RESOLUTION NO. 2019-328**

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

**AUTHORIZING DESIGN SERVICES, CONTRACT ADMINISTRATION AND INSPECTION SERVICES TO T&M ASSOCIATES FOR ASBURY & RIDGE AVENUE TRAFFIC SIGNAL IMPROVEMENTS**

**WHEREAS,** on July 23, 2019 the City of Asbury Park received a proposal to provide design, contract administration and inspection services from T&M Associates for Asbury & Ridge Avenue traffic signal improvements; and

**WHEREAS,** the cost for design services shall not exceed $58,500 without Council approval; and

**WHEREAS,** the cost for construction administration and inspections shall not exceed $47,000 without Council approval; and

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

**WHEREAS,** the Chief Financial Officer has certified that funds are available in the Capital Fund C-09-17-902-000-901; and the maximum dollar value of the 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, awards T&M Associates to provide design, construction administration and inspection services for Asbury & Ridge Avenue traffic signal improvements in an amount not to exceed $58,500 for design services and $47,000 for construction administration and inspection services.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-328 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 9th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

YOUR GOALS. OUR MISSION.

ASPKOH-16002

July 23, 2019
*Via Email*

Michael N. Capabianco, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: Asbury Avenue & Ridge Avenue Traffic Signal Improvements**
**Scope and Fee Proposal for Design, Contract Administration, and Inspection**

Dear Mr. Capabianco:

T&M Associates is pleased to submit this Scope and Fee Proposal for Surveying, Design, Contract Administration and Inspection Services associated with the Asbury Avenue and Ridge Road traffic signal improvement project. Based on discussions with City representatives, it is understood the existing signal will be fully upgraded to meet current MUTCD requirements, ADA curb ramps will be reconstructed to meet current regulations, and limited milling/paving will be performed within the intersection to the stop bars. A key goal of the project is to upgrade the traffic signal system to meet Monmouth County standards so that maintenance responsibilities can be transferred from City jurisdiction to Monmouth County jurisdiction. We have also noted that there may be a need for right-of-way acquisition in order to accomplish the improvements and, to meet Monmouth County standards for utility clearances, several utility pole relocations will be necessary. As such, the cost for design and construction are estimated to be somewhat higher than a typical City owned traffic signal. We recommend the City consider the following budgetary estimates:

- Engineering Design and Construction Inspection - $105,500 (scope as follows)
- Right-Of-Way Acquisition cost (along 4 properties) - $40,000
- Utility Relocation - $50,000
- Construction - $375,000

T&M will provide the professional engineering services to prepare construction drawings, contract documents and technical specifications suitable for public bid, assist the City during the public bid process, and provide contract administration and construction observation while the improvements are being constructed in accordance with the following Scope of Services:

## A. PRE-DESIGN PHASE

1. We will provide field survey to obtain the necessary topographic information and prepare base maps for the bid documents. For the purpose of this proposal, we anticipate survey will extend approximately 150-200' past the intersection PCs. In addition, the bandwidth along each approach to the intersection will extend 5' beyond the existing sidewalk/ROW or to the adjacent building face. Aerial utility



Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associaties

Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Asbury Avenue & Ridge Avenue Traffic Signal Improvements

lines will be surveyed to obtain facility elevations so that potential conflicts with the proposed traffic signal equipment can be identified, avoided, or relocated.

2. Base maps will be prepared at a scale of 1" = 20'. Tax map accuracy right-of-way lines will be shown on the base maps and deed research will be conducted at the intersection corners (four properties).

3. Copies of the base maps will be forwarded to each utility company (and the City Department of Public Works) so they can verify the location and sizes of their facilities. We will also inquire whether they have plans for future relocation or expansion.

4. Turning Movement Counts will be conducted at the intersection, that will include vehicular, pedestrian, bicycle, and heavy truck volumes. These counts will be conducted during a typical weekday from 7AM-6PM. It is expected that these counts will be performed after Labor Day. These counts will be utilized to perform LOS analysis and will form the basis for determining the traffic signal timing and operation. If it is determined that the City would like additional counts during the summer season, T&M will provide a separate proposal for the expanded scope.

5. Crash reports covering the most recent 3-year period will be obtained from the City police records to assess existing safety issues at the intersection. If necessary, the implementation of countermeasures to reduce crash rates at the intersection will be incorporated as they pertain to the scope of this project (traffic signal improvements).

## B. DESIGN PHASE

1. Once field survey has been completed and base maps are prepared at a scale of 1" = 20', a preliminary design for the intersection will be prepared. This preliminary plan will include the traffic signal layout, ADA curb ramp & sidewalk improvements, limits of paving, new striping, and the traffic signal timing/operation. This plan will be provided to the City for comment prior to moving forward with the final design/bidding documents.

2. We will review the proposed design with the existing aerial utilities to determine required relocations. Monmouth County requires a minimum aerial elevation of 21' above the roadway/sidewalk elevation to assure there are no conflicts with signal equipment. Once identified, utility relocation plans will be provided to the various utility owners for consideration and approval. The actual costs for

Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associaties

Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Asbury Avenue & Ridge Avenue Traffic Signal Improvements

relocation are unknown at this time, however the utility coordination, meetings, and associated relocation plans are included within our scope of work and fee.

3. Based on the existing ROW established during the pre-design effort, easement and/or acquisition needs will be assessed. Is has been assumed a total of four (4) properties will be impacted, requiring Individual Property Maps (IPMs) and descriptions in accordance with the NJ map filing law.

4. Final construction plans will be prepared in AutoCAD and consist of the following:

   a. Title Sheet with Key Map;

   b. Standard Legend Sheet;

   c. Construction and Layout Plan Sheets (1" = 20');

   d. ADA Curb Ramp Grading Sheet (1" = 5');

   e. Traffic Signal, Signing, and Striping Plan (1" = 20');

   f. Traffic Signal Electrical Plan (1" = 20');

   g. Maintenance and Protection of Traffic Plan; and

   h. Construction/Electrical Details Sheet.

5. Prior to performing Final Design activities, T&M will provide the Preliminary Design to Monmouth County for review and comment. We anticipate one (1) design review meeting with Monmouth County to review the preliminary design comments. T&M will address County comments and submit the Final Design for County approval.

6. Quantities will be estimated by item, and a final construction cost estimate will be provided.

7. Specifications will be prepared in book form, in T&M Associates' format, based on the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.

8. Project Specifications will be prepared in accordance with the City front end and supplemental technical specifications will be in accordance with NJDOT standards.

Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associaties

Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Asbury Avenue & Ridge Avenue Traffic Signal Improvements

9. No permits are anticipated. We anticipate that there will be less than 5,000 square feet of disturbance related to sewer construction, and therefore an application for Soil Erosion and Sediment Control Certification will not be required.

10. We will submit final plans and specifications to the City for final review prior to the preparation of bid documents. Our proposal includes one project review meeting with City staff.

## C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will present the project to the City requesting approval and authorization to advertise the project for bids. T&M Associates will print and distribute the contract documents, including final plans and specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.

2. T&M Associates will answer questions that arise during the bidding phase of the project, either from City officials or prospective bidders.

3. We will attend the receipt of bids with the appropriate municipal officials.

4. T&M Associates' representatives will assist City officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.

## D. CONSTRUCTION PHASE – CONTRACT ADMINISTRATION & INSPECTIONS

We will provide a part-time Project Manager and a part-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction in an effort to determine if the work is installed in general accordance with the contract documents and standard construction practices. The following is a description of the services we will provide and the anticipated performance period for these services.

Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associaties

Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Asbury Avenue & Ridge Avenue Traffic Signal Improvements

The specific scope of services includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. Pre-construction phase assumed to last one month.

2. Provide an inspector to conduct part-time (20 hrs/wk average) onsite construction observation during the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for 50 working days (10 weeks) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished. The total contract duration is expected to be no longer that 120 days.

3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.

4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.

5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.

6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.

7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.

Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associates

Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Asbury Avenue & Ridge Avenue Traffic Signal Improvements

8. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.

9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in design or scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor meeting its contract completion dates as set forth in the contract documents and within the time indicated in section D.2. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization, or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services.

Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. No additional work will commence without written authorization from the City.

We are prepared to initiate survey and design services immediately upon your authorization and based on this scope of services, we suggest the following fee breakdown to be billed monthly in accordance with our current contract with the City.

| | | |
|---|---|---|
| I. | Pre-Design, Design and Bidding Services (Items A thru C) | $ 58,500.00 |
| II. | Construction Administration & Inspections (Item D) | $ 47,000.00 |
| | Total Design and CA&I | $105,500.00 |

Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associaties

Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Asbury Avenue & Ridge Avenue Traffic Signal Improvements

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this proposal, and we look forward to continuing working with you and your staff in the future.

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

Very truly yours,
**T&M ASSOCIATES**

**JASON D. HARZOLD**
PRINCIPAL PROJECT MANAGER
*On behalf of:*
**CHRISTINE A. BALLARD, P.E.**
ASBURY PARK CITY ENGINEER

CAB:BPK:JDH:jdh

cc: Cindy Dye, City Clerk
JoAnn Boos, Asbury Park CFO

G:\Projects\ASPK\#Proposals\16002-Asbury-Ridge Signal Improvements\Draft Material\Capabianco_CAB_Design Inspection Proposal-Asbury-Ridge Traffic Signal.docx

Attachment: T&M ASSOCIATES ASBURY & RIDGE AVE TRAFFIC SIGNAL IMPROVEMENTS (2019-328 : Awarding a contract to T&M Associates

**RESOLUTION NO. 2019-329**

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

**RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1405 MATTISON AVE.)**

**WHEREAS,** request for estimates for Regional Contribution Agreement ("RCA") project located at 1405 Mattison Avenue were received by the City Clerk on September 23, 2019; and

**WHEREAS,** the results of those estimates are as follows:

| CONTRACTOR | ESTIMATE |
|---|---|
| J & E Contracting | $22,995. |
| Taylor Brothers | $24,756. |
| M&J Renovation | $24,920-25,070. |
| Gandalf Restoration | $33,300. |
| | |
| Staff Estimate | $20,573.00 |

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

1. The contract for the RCA project located at 1405 Mattison Avenue be awarded to J&E Contracting. For an amount not to exceed $22,995., in accordance with the selection of the property owner Johnny Nash, Investment-1-Unit, subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-329 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 10th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

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

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

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



# MEMO

TO: Cindy Dye, City Clerk

FROM: Carrie Jeannot

RE: Review / Award of RCA Funding

DATE: October 1, 2019

This notice serves to announce the results and selection by the homeowner and make publicly known the awarding of RCA funding.

The following estimate was received for the RCA Project located at 1405 Mattison Avenue – Johnny Nash – Investment – 1 Unit

| Contractor | Estimate |
|---|---|
| J & E Contracting | $22,995 |
| Taylor Brothers | $24,756 |
| M & J Renovation | $24,920 - $25,070 |
| Gandalf Restoration | $33,300 |
| | |
| | |
| Staff Estimate | $20,573 |

Calculated total for M & J Renovation's estimate does not equal written amount. Gandalf Restoration and Taylor Brothers are more than 15% above the Staff Estimate.

Taylor Brother failed to complete the Bid Package as required.

The owner has selected J & E Contracting at a cost of $22,995.

cj

Attachments

Attachment: RCA 1405 Mattison (2019-329 : RCA - 1405 Mattison)

CITY OF ASBURY PARK
HOUSING REHABILITATION PROGRAM
BID RESULTS FORM

OWNER: Johnny Nash
DUE DATE: September 23, 2019
DATE OPENED: 9-23-19
ADDRESS: 1405 Mattison Avenue
Asbury Park, NJ 07712
STAFF ESTIMATE: $20,573
$17,487-$23,658

PROGRAM BIDS ARE FOR: REGIONAL CONTRIBUTION AGREEMENT (RCA)
HOME REPAIR PROGRAM (HRP)

THE FOLLOWING ARE THE BID RESULTS FOR THE ABOVE PROPERTY:

| CONTRACTOR | BID AMOUNT |
|---|---|
| 1. M & J Renovation | 24,920 |
| 2. Gandalf Restorations | 33,300 |
| 3. J & E Contracting | 22,995 |
| 4. Taylor Brothers | 24,756 |
| 5. | |
| 6. | |
| 7. | |
| 8. | |

Reasonableness of cost criteria: HAS ____ HAS NOT ____ been met by one or more bidders.

OWNER SELECTION AND ACKNOWLEDGMENT

Based on the above Bid Results, I hereby acknowledge my selection of: J & E Contracting at a cost of $22,995.00 for the work on my property at the above address. I understand that I may select any bidder listed, but that if my choice is other than the lowest bidder, I will provide the difference in cost between the lowest bid and that selected.

I further acknowledge that if the selected bid amount exceeds the amount of funding available through the City's designated program for which I am eligible, I am responsible for paying any costs which exceed that eligible amount.

If low bidder is not selected, give reason:

OWNER: Johnny Nash
Johnny Nash
DATE 10/01/2019

OWNER: ____
DATE ____

NOTE: Gandalf Restoration, M & J Renovation & Taylor Brothers are more than 15% above the Inspector's estimate – Taylor Brothers failed to complete the Bid Package as required – Calculated total for M & J Renovation's estimate does not equal written amount.

Attachment: RCA 1405 Mattison (2019-329 : RCA - 1405 Mattison)

**RESOLUTION NO. 2019-330**

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

**RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1105 EMORY STREET)**

**WHEREAS,** request for estimates for Regional Contribution Agreement ("RCA") project located at 1105 Emory Street were received by the City Clerk on September 23, 2019; and

**WHEREAS,** the results of those estimates are as follows:

| CONTRACTOR | ESTIMATE |
|---|---|
| Taylor Brothers | $25,050 |
| M&J Renovation | $25,700. |
| Wildman Home Improvement | $33,900. |
| Gandalf Restoration | $36,100. |
| | |
| Staff Estimate | $28,331 |

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

1. The contract for the RCA project located at 1105 Emory Street be awarded to M & J Renovation. For an amount not to exceed $25,700., in accordance with the selection of the property owner Lori James, -Owner Occupied -Two Units, subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-330 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 10th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

PHONE: (732) 775-2100
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JOHN MOOR, MAYOR
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YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

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



# MEMO

TO: Cindy Dye, City Clerk

FROM: Carrie Jeannot

RE: Review / Award of RCA Funding

DATE: October 1, 2019

This notice serves to announce the results and selection by the homeowner and make publicly known the awarding of RCA funding.

The following estimate was received for the RCA Project located at 1105 Emory Street – Lori James – Owner Occupied – 2 Units

| Contractor | Estimate |
|---|---|
| Taylor Brothers | $25,050 |
| M & J Renovation | $25,700 |
| Wildman Home Improvement | $33,900 |
| Gandalf Restoration | $36,100 |
| | |
| | |
| Staff Estimate | $28,331 |

Taylor Brother failed to complete the Bid Package as required. Wildman Home Improvement & Gandalf Restoration are more than 15% above the Staff Estimate.

The owner has selected M & J Renovation at a cost of $25,700.

cj

Attachments

Attachment: RCA 1105 Emory (2019-330 : RCA - 1105 Emory Street)

CITY OF ASBURY PARK
HOUSING REHABILITATION PROGRAM
BID RESULTS FORM

OWNER: Lori James

ADDRESS: 1105 Emory Street
Asbury Park, NJ 07712

DUE DATE: September 23, 2019

DATE OPENED: 9-23-19

STAFF ESTIMATE: $28,331
$24,081-$32,580

PROGRAM BIDS ARE FOR: REGIONAL CONTRIBUTION AGREEMENT (RCA)
HOME REPAIR PROGRAM (HRP)

THE FOLLOWING ARE THE BID RESULTS FOR THE ABOVE PROPERTY:

| CONTRACTOR | BID AMOUNT |
|---|---|
| 1. M & J Renovation | 25,700 |
| 2. Wildman Home Imp. | 33,900 |
| 3. Gandalf Restoration | 36,100 |
| 4. Taylor Bros. | 25,050 |
| 5. | |
| 6. | |
| 7. | |
| 8. | |

Reasonableness of cost criteria: HAS _____ HAS NOT _____ been met by one or more bidders.

OWNER SELECTION AND ACKNOWLEDGMENT

Based on the above Bid Results, I hereby acknowledge my selection of: M & J Renovations

at a cost of: 25,700

for the work on my property at the above address. I understand that I may select any bidder listed, but that if my choice is other than the lowest bidder, I will provide the difference in cost between the lowest bid and that selected.

I further acknowledge that if the selected bid amount exceeds the amount of funding available through the City's designated program for which I am eligible, I am responsible for paying any costs which exceed that eligible amount.

If low bidder is not selected, give reason:

OWNER: Lori James
Lori James

DATE 10/1/2019

OWNER: _____

DATE _____

NOTE: Wildman Home Improvement and Gandalf Restoration are more than 15% above the Inspector's estimate – Taylor Brothers failed to complete the Bid Package as required.

Attachment: RCA 1105 Emory (2019-330 : RCA - 1105 Emory Street)

**RESOLUTION NO. 2019-331**

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

**RESOLUTION AWARDING CHANGE ORDER NUMBER ONE TO THE CONTRACT FOR APPRAISAL SERVICES AND VALUATION TO THE OTTEAU GROUP**

**WHEREAS,** the City is desirous of entering into contract with a specialized appraisal firm to conduct valuation and appraisal services of the area known as Bradley Cove; and

**WHEREAS,** Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

**WHEREAS**, Section 40A:11-2(6) defines a professional service as services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training; and

**WHEREAS**, the Otteau Group a licensed appraisal firm specializes in waterfront appraisals; and

**WHEREAS**, the City passed Resolution 2019-66 awarding of a professional service contract to the Otteau Group, in a not-to-exceed amount of $12,500.00 for consulting services and appraisal valuation;

**WHEREAS**, Change Order Number One is required to the contract in an not-to-exceed amount of $5,000.00; and

**WHEREAS**, the CFO has Certified Funds are available in account 9-01-20-100-000-201.

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

1. The City hereby awards a change order to the contract to the Otteau Group for appraisal services within the City in a not-to-exceed amount of $5,000 and the City Manager is hereby authorized to enter into contract and to sign any and all paperwork associated with this project.

2. A certified copy of this Resolution shall be provided to each of the following:
   a. Michael Capabianco City Manager
   b. JoAnn Boos, Chief Financial Officer
   c. Frederick C. Raffetto, Esq., Municipal Attorney
   d. Michele Alonso, Director of Planning and Redevelopment
   e. Jeffrey G. Otteau, The Otteau Group

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-331 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 9th DAY OF October, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**OTTEAU GROUP**
*VALUATION | RESEARCH | CONSULTING | BROKERAGE*
*800-458-7161 www.otteau.com*

*New Jersey Office (Mail)*
*100 Matawan Road, Suite 320*
*Matawan, NJ 07747*

*New York Office*
*112 W. 34th Street, 18th Floor*
*Manhattan, NY 10120*

*Pennsylvania Office*
*325-41 Chestnut Street, Suite 800*
*Philadelphia, PA 19106*

September 19, 2019

Via email: Michele.Alonso@cityofasburypark.com

Michele Alonso
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**RE: Bradley Cove**
**Ocean Avenue**
**Asbury Park, Monmouth County, New Jersey**

Dear Ms. Alonso:

I am pleased to submit our proposal for the above referenced property.

## *PROPERTY DESCRIPTION*

It is our understanding that the subject property consists of 0.544-acre parcel of vacant land with municipal approvals for the development of 15 3-Story Townhomes. The property is part of Ocean Avenue Right-of-Way situated at the northern terminus of Ocean Avenue at the intersection with Deal Lake Drive.

Note: In the event the subject property includes additional components we reserve the right to review the scope of services, compensation and completion schedule for the assignment.

## *SCOPE OF SERVICES*

To provide the following scenarios:

- Consulting services pertaining to property value.
- A current Appraisal Valuation of the above referenced property.
- Attend meetings and participate in conference calls as direct by client

Deliverables: Consulting services will be communicated orally to the client. In the event an appraisal value is completed, the client will be provided with an electronic and printed version of our valuation report which details the information gathered in our investigation and the method of analysis.

Attachment: Consulting.Bradley Cove Asbury Park.Proposal.Rev 1 (2019-331 : Resolution Awarding Change Order Number One To The

## *COMPENSATION*

The agreed upon fee for these services will be as follows:

| | |
|---|---|
| *Consulting Services:* | *Hourly billing rates[1] not to exceed $5,000.00* |
| *Appraisal Valuation:* | *$7,500.00* |
| *Meetings & Conference Calls:* | *Hourly billing rates[2] not to exceed $5,000.00* |

These fees are not contingent upon any decisions, settlements or favorable outcome of property that is the subject of consultation. The amount of compensation stated above does not include any time expended for expert testimony, which shall be at additional charge. The Otteau Group, Inc. shall not be required to give testimony or to attend any public or private hearing with reference to the subject property unless a supplemental employment agreement has been negotiated.

Payments received later than thirty (30) days after the date of invoice will be subject to a service charge of one per cent (1%) per month.

## *COMPLETION SCHEDULE*

The Otteau Group, Inc. shall perform all services as expeditiously as is consistent with professional skill and care required for the timely completion of the work.

## *STANDARD TERMS AND CONDITIONS*

The services provided will be subject to the ***limiting conditions*** *and* ***schedule of hourly billing rates*** which are attached and made part of this proposal.

Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting, and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

In the event of non-payment by the client, Otteau Group, Inc. shall be entitled to reimbursement for reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.

This agreement may be terminated at any time by the client. In the event of termination Otteau Group, Inc. will be compensated for all services and expenses incurred up to and including the effective date of termination.

This proposal is valid for fifteen (15) days. After this period, we reserve the right to review our schedule of work and fees.

We thank you for the opportunity to work with you on this important assignment. If this agreement is acceptable, please ***return one (l) signed copy of this proposal***, as our authorization to proceed with the scope of services presented to the following address:

[1] See attached Schedule of Hourly Billing Rates
[2] See attached Schedule of Hourly Billing Rates



Attachment: Consulting.Bradley Cove Asbury Park.Proposal.Rev 1 (2019-331 : Resolution Awarding Change Order Number One To The

Otteau Group, Inc.
Administrative Office
100 Matawan Road, Suite 320
Matawan, NJ 07747
orders@otteau.com

Respectfully submitted,

Melanie Pomerico, Administrative Assistant

enclosures

Sign Below to Authorize Scope of Services Outlined Above

ACCEPTED:_____Date: _____

PRINT NAME:_____

Attachment: Consulting.Bradley Cove Asbury Park.Proposal.Rev 1 (2019-331 : Resolution Awarding Change Order Number One To The

# *ABOUT OTTEAU GROUP, INC.*

Otteau Group is a multi-discipline real estate appraisal and advisory firm providing services to a wide range of public and private clients. Our mission is to assist our clients in keeping pace with emerging trends in real estate through insightful analysis and cutting-edge pricing skills.

**Appraisal Services** are provided to financial & lending institutions, developers & builders, attorneys, investors, relocation management service companies, governmental agencies, corporations and the public. Our **Consulting Group** provides a wide array of services with respect to market analysis, project feasibility, redevelopment planning, project valuation and municipal entitlement proceedings. **Litigation support** is provided for matters requiring the valuation and corresponding expert testimony for eminent domain proceedings, contractual disputes, bankruptcy, tax appeals, equitable distribution, estate valuation and stigma related issues. **OTTEAU.com** offers a wide range of content and analysis on real estate trends including live-session lectures and our MarketTRAC and MarketCAST subscription packages.

As President of Otteau Group, Mr. Otteau manages all facets of the firm's business including www.otteau.com, which is an information provider on real estate trends. He has been actively engaged in real estate consultation and valuation since 1974 and holds the State Certified General Real Estate Appraiser certification, the highest level offered. He is also a Senior Accredited Member of the American Society of Appraisers (ASA).

His practice is concentrated in providing advisory and valuation services to financial institutions, governmental entities, developers, and investors. Mr. Otteau is widely respected for his knowledge and insight into real estate trends and is considered the go-to person for assessing the viability and optimization of real estate development and redevelopment projects.

He has been recognized as one of the most influential people in the real estate industry by NJBIZ for the past 7 years and was named by ROI NJ as one of the Top-10 Real Estate Professionals in 2017 and 2018. He is frequently quoted in the New York Times and Wall Street Journal, and has made television appearances on CNBC, Bloomberg, Fox 5 News and NBC. Jeffrey has been qualified as an expert in State and Federal Court and at hundreds of municipal and county proceedings, authored several texts on property valuation techniques and has lectured throughout North America.

He served on the Appraisal Standards Advisory Council, which consulted with the Appraisal Foundation in Washington, D.C. on its agenda of projects and major technical issues. Mr. Otteau served as a past Chairman of the Employee Relocation Council's Appraisal Standards Council and was inducted into their distinguished Hall of Leaders in 1995.

Attachment: Consulting.Bradley Cove Asbury Park.Proposal.Rev 1 (2019-331 : Resolution Awarding Change Order Number One To The

# *SCHEDULE OF HOURLY BILLING RATES*

| | |
|---|---|
| ***PRINCIPALS*** | |
| Jeffrey G. Otteau, ASA, SCGREA, IFA | $400.00 |
| Christopher J. Otteau, MAI, AI-GRS, SCGREA | $375.00 |
| Heather Esposito, SCGREA | $300.00 |
| ***STAFF PROFESSIONALS*** | |
| Tammy Bucior, SCGREA | $275.00 |
| Irene DeGraw, SCGREA | $250.00 |
| Mario Carrico, SCRREA | $225.00 |
| Megan F. Wilson, SCRREA | $200.00 |
| ***ANALYSTS*** | |
| Maria Johnson | $175.00 |
| Christine Swanson | $175.00 |
| Connor Montferrat | $150.00 |
| Ashley Stasio | $150.00 |
| Andrew Mazur | $125.00 |
| Mitchell Young | $100.00 |
| ***REIMBURSABLES*** | |
| Driving | $0.535 per mile |
| Copying | $0.12 per copy |
| Miscellaneous | billed at direct cost |

NOTE: Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting, and other reproducible items, postal charges, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

Attachment: Consulting.Bradley Cove Asbury Park.Proposal.Rev 1 (2019-331 : Resolution Awarding Change Order Number One To The

# *CONSULTING TERMS & CONDITIONS*

The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between Otteau Group, Inc. (OGI) and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement. The Agreement shall be governed by the laws in the state of New Jersey.

All statements in the consulting report that are not historical facts should be considered as forward-looking projections. Although we believe that the expectations reflected in or suggested by such forward-looking projections are reasonable, we can give no assurance that they will be achieved. Known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements expressed or implied by these forward-looking projections to be different from these projections. Such risks, uncertainties and other factors include, but are not limited to, changes in general and local economic and industry and business conditions; adverse weather and other environmental conditions and natural disasters; changes in market conditions; changes in market pricing; government regulation, including regulations concerning development of land, tax laws and the environment; fluctuations in interest rates and the availability of mortgage financing; shortages in and price fluctuations of raw materials and labor; levels of competition; utility shortages and outages or rate fluctuations; changes in tax laws; and geopolitical risks, terrorist acts and other acts of war. We undertake no obligation to update or revise any forward-looking projections, whether because of new information, future events, changed circumstances or any other reason.

Projections of prospective selling prices and/or rents provided by OGI, if any, do not constitute an appraisal, but rather a consulting assignment consistent with the Scope of Work for this assignment. It has been communicated to the client that we are not acting in the role of appraisers, but instead as consultants.

OGI reserves the right to recall any of our reports and make any amendments, corrections, or changes that are deemed necessary.

OGI will assume that there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for OGI to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Consulting fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

Unless specifically noted, in preparing the Consulting Report OGI will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, “Hazardous Material”) on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client’s discretion and direction, and are not covered as part of the Consulting fee.

The Freshwater Wetlands Protection Act restricts the use and development of freshwater wetlands. The identification and delineation of freshwater wetlands on the subject property, if any, has not been brought to our attention nor did we I become aware of any such delineations during our my inspection of the subject nor during our my investigations for this report; however, the consultant(s) is not qualified to render a professional opinion as to the presence or extent of freshwater wetlands. The reader is advised to seek competent, professional advice in identifying any such potential freshwater wetlands since identification and delineation of any freshwater wetlands within the subject boundaries could have significant impact upon conclusions in the consulting report.

The presence of any underground fuel storage tank(s) can pose a liability. Soil contamination could occur if a tank leaks and would be costly to clean up. Without a detailed physical inspection of any such tanks and the surrounding soil, it is impossible to estimate potential clean-up costs. Therefore, this analysis does not cover such contingencies.

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All statements of fact in our analysis and report(s) which are used as the basis of the OGI's analyses, opinions, and conclusions will be true and correct to OGI's actual knowledge and belief. OGI does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to OGI by Client or others. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

OGI shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The consultants have made no survey and the sketches in the report are for illustrative purposes only. Our report(s) will not constitute a survey of the Property analyzed.

The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of OGI. With respect to data provided by the Client, OGI shall not violate the confidential nature of OGI's-Client relationship by improperly disclosing any proprietary information furnished to OGI. Notwithstanding the foregoing, OGI is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree.

In the event Client intends to use the Consulting Report in connection with a tax matter, Client acknowledges that OGI provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting Report. Client agrees that OGI shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from OGI relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorney's fees, costs or other expenses relating to Client's tax matters.

OGI shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Consulting Report to any third party.

Client shall not disseminate, distribute, publish, make available or otherwise provide any Consulting Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by OGI as an "Intended User" of the Consulting Report provided that either OGI has received an acceptable release from such third party with respect to such Consulting Report or Client provides acceptable indemnity protections to OGI against any claims resulting from the distribution of the Consulting Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Consulting Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event OGI consents, in writing, to Client incorporating or referencing the Consulting Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided OGI with complete copies of such materials and OGI has approved all such materials in writing. Client shall not modify any such materials once approved by OGI. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of a Consulting Report by such party extend any right to the party to use and rely on such report, and OGI shall have no liability for such unauthorized use and reliance on any Consulting Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold OGI , and its affiliates and their officers, directors, employees, contractors, agents and other representatives (OGI and each of the foregoing an " Indemnified Party" and collectively the "Indemnified Parties") fully harmless from and against all losses, liabilities, damages and

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expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Consulting Report.

In the event Client incorporates or references the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the consulting or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure lo stale a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available lo a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by Client (including, without limitation, securities laws) or the negligent or intentional acts or omissions of Client (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether, or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of OGI (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

Time Period for Legal Action - Unless the time period is shorter under applicable law, OGI and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services or studies under this Agreement or (c) any acts or conduct relating to such services or studies, shall be filed within two (2) years from the date of delivery to Client of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time-period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Attachment: Consulting.Bradley Cove Asbury Park.Proposal.Rev 1 (2019-331 : Resolution Awarding Change Order Number One To The

**RESOLUTION NO. 2019-332**

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

**RESOLUTION AWARDING A CONTRACT FOR THE PARKING PLANNING AND DESIGN FOR THE CENTRAL BUSINESS DISTRICT PARKING STRUCTURE**

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

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

**WHEREAS,** Timothy Haahs & Associates, Inc. has provided the City with a proposal to generate schematic design documents, at a 30% level, to establish the overall design intent of the parking structure; and

**WHEREAS,** the not-to-exceed cost for the schematic design documents shall not exceed $227,000.00; and

**WHEREAS,** the proposal is attached to this Resolution; and

**WHEREAS,** the Chief Financial Officer has certified that funds are available in account 9-06-55-502-000-100.

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Timothy Haahs & Associates, Inc. to provide the schematic design documents, at a 30% level, to establish the design intent of the parking structure in the not-to-exceed amount of $227,000.00.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-332 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

CERTIFIED BY ME THIS 9th DAY OF October, 2018.

MELODY HARTSGROVE
DEPUTY CITY CLERK

RFQ for the Design of the Central Business District Parking Structure on the CIty Hall Parcel within the Main Street Redevelopment Area of the City of Asbury Park
July 24, 2019 2:00 PM

| ADMINISTRATIVE INFORMATION REQUIREMENTS | SUBMISSION #1 | SUBMISSION #2 | SUBMISSION #3 |
|---|---|---|---|
| NAME OF FIRM | ARH | Desman | DMR |
| ADDRESS | 215 Bellevue Avenue<br>Hammonton, NJ 08037 | 3 West 35th Street<br>NY, NY 10001 | 777 Terrace Avenue, Suite 607<br>Hasbrouck Heights, NJ 07604 |
| TELEPHONE NUMBER | (609) 561 - 0482 | (212) 686 - 5360 | (201) 288 - 2600 |
| CONTACT | Richard Rehmann, President | Timothy Tracy, Executive Vice President | Lloyd A Rosenburg, AIA, President & CEO |
| INTERVIEWS SEPTMEBER 25, 2019 | NO | NO | Yes |
| **RANKING AND RATING (NOT POINTS, NARRATIVE)** | | | |
| The level of the Respondent's previous experience with similar projects | Not so much. Only two are alisted | Extensive | Extensive |
| Ability to present a clear, concise proposal that follows the RFQ format | The concept plans and costs are hard to follow; did not follow RFQ requirements of feasibiliy first | No, jumped right into concept, did not do feasibility | No, jumped right into concept, did not do feasibility |
| Ability to complete the Project within budget and within a timely schedule | Yes but it seems "underwhelming" and incomplete | I didn't see a budget | Yes |
| Ability to project manage and hire and retain professionals, contractors and subcontractors | Staffing is acceptable | Very extensive history | Very extensive history |
| Cost proposal | $123,320 | None provided | $80,000 |
| **MANDATORY MINIMUM REQUIREMENTS** | | | |
| **ADDITIONAL FORMS** | | | |
| A1 | YES | YES | YES |
| A2 | YES | YES | YES |
| A3 | YES | YES | YES |
| A4 | YES | YES | YES |
| A5 | | | |
| **RATES (ADDITIONAL INFORMATION IF NEEDED)** | | | |
| **NOTES** | | | |
| | Top 20 projects - no garages<br>Rehab of Nye Garage in Irvington<br>Mentioned Gloucester County and confused if new garage or rehab<br><br>Provide concept idea<br>Did not provide sample contract | Did not provide concept<br>Did not provide sample contract | Did not provide concept<br>Provided sample contract<br><br>RFP response was perfect, all required aspects met<br><br>Clear understanding of project |

Attachment: RFQ Parking garage Evaluations (2019-332 : Awarding a contract for parking planning &

RFQ for the Design of the Central Business District Parking Structure on the CIty Hall Parcel within the Main Street Redevelopment Area of the City of Asbury Park
July 24, 2019 2:00 PM

| SUBMISSION #4 | SUBMISSION #5 | SUBMISSION #6 |
|---|---|---|
| Kimley Horn | O&S Associates , Inc.<br>145 Main Street<br>Hackensack, NJ 07601<br>(201) 488 - 7144<br>Venkitasamy Perumalsamy, President | Timothy Haas & Associates, Inc.<br>144 Livingston Avenue<br>New Brunswick, NJ 08901<br>(732) 253 - 0690<br>Jim Zullo |
| Yes | Yes | Yes |
| Extensive | Acceptable existing projects | Very extensive |
| Yes | Yes | Yes |
| No budget or timelines | No timeline | Sort of - hours |
| Very extensive history | Yes | Yes |
| None provided | $70,000 | $62,227 |
| | | |
| YES<br>YES<br>YES<br>YES | YES<br>YES<br>YES<br>YES | YES<br>YES<br>YES<br>YES |
| | | |
| Their experience is amazing. The concept designs are exceptional<br><br>Should be brought in for interview at a minimum | Solid application<br>Good history of projects<br><br>Should be brought in for interview at a minimum | Clarke Caton Hintz and T&M are subs<br>History with garages in the best of all applicants<br><br>Did Yankee Stadium garages<br>Worked with City Manager previously on Norristown, PA garage |

Attachment: RFQ Parking garage Evaluations (2019-332 : Awarding a contract for parking planning &

TimHaahs

www.timhaahs.com
TIMOTHY HAAHS & ASSOCIATES, INC.1
Livingston Avenue
New Brunswick, NJ 08901

October 3, 2019

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

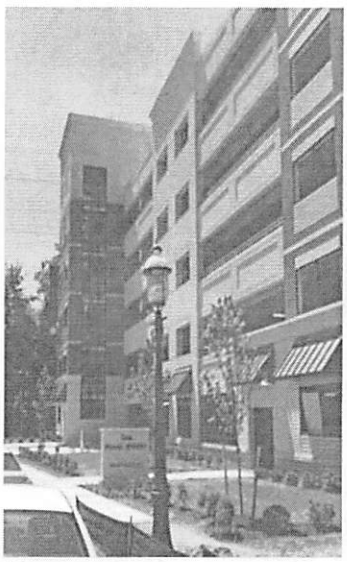
*RE: Parking Planning & Design Services - Central Business District Parking Structure*

Dear Mr. Capabianco

Timothy Haahs & Associates, Inc. (TimHaahs) is extremely excited at the opportunity to work with you and the City of Asbury Park and is pleased to provide you with our parking planning and design services for the proposed Central Business District Parking Structure. Outlined below is our understanding of the project based on recent communications, a detailed scope of services, and the associated professional fee.

## PROJECT UNDERSTANDING

1. The intent of this proposal and scope of service is to generate Schematic Design Documents, essentially at a 30% level to establish the overall design intent of this proposed parking structure.



2. The work product generated at the Schematic Design (30%) level will be generally focused on the following:

    - Land Survey Base Mapping
    - Phase I Environmental Site Assessment
    - Geotechnical Report
    - Preliminary Traffic Assessment
    - Outline of regulatory approvals to undertake the project
    - Functional design plans of the level, 500 +/- space parking structure
    - Architectural elevations, exterior building sections and design intent in coordination with the City
    - Basis of Design information related to MEP/FP and Security System
    - The garage superstructure will be designed to a level to communicate and establish stair/elevator tower intent, layouts and building sections to assist in the establishment of a preliminary order of magnitude cost estimate
    - Basis of Design information and outline specifications shall be developed per each design discipline for the garage
    - Foundation design analysis based on the Geotechnical report which will guide the foundation design based on existing soil conditions at the site

3. The parking structure will be considered open per code, not requiring mechanical ventilation system or automatic sprinkler system.

4. The TimHaahs Team will undertake a site feasibility study to identify the best way to locate the parking structure given the existing structures on the site and the intent to support the future redevelopment of the site.

5. The TimHaahs Team will provide design and engineering services for parking structure Schematic Design Phase as outlined herein.



Attachment: Timothy Haahs Proposal (2019-332 : Awarding a contract for parking planning & design services for the CBD parking structure)

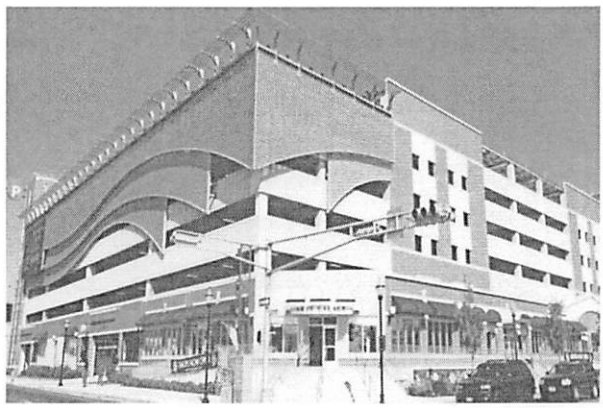
6. The proposed parking garage is intended to be architecturally inspiring incorporating design elements that reflect the character and vibrancy of the Asbury Park community.

7. From a schedule standpoint, the expectation is an approximate eight (8) week turnaround for this Schematic Design Package to submit to the City.

## SCOPE OF SERVICES – SCHEMATIC DESIGN PHASE (30%)

### Pre-Engineering Services

### Land Survey and Base Mapping



1. Prepare an outbound boundary survey of the site. The survey will be prepared in accordance with NJAC-13:40-5.1.

2. Topographic surveys to include the location of physical features on-site and within 200 feet of the tract boundary, excepting therefrom subsurface features not discernable from above ground. Contours will be plotted at two-foot intervals and will be based on NGVD 1988 and Local SPCS NAD 1983.

### Phase 1 Environmental Site Assessment

1. Complete a Phase I Environmental Site Assessment (ESA) for the property in question or the Site (PIQ) in accordance with the requirements of ASTM Designation: E 1527-13 for Phase I Environmental Site Assessments (Phase I), including the United States Environmental Protection Agency (USEPA) "All Appropriate Inquiry" (AAI) Rule. The ESA will be conducted by T&M's Environmental Professionals per the Standard.

2. The scope of work includes the file review, historical research, and a visual reconnaissance of the Site in order to identify and evaluate Recognized Environmental Conditions RECs, Historic Recognized Environmental Conditions (HRECs) and Controlled Recognized Environmental Conditions (CRECs). Upon completion of the Phase I ESA, a report presenting professional opinions and conclusions regarding RECs, HRECs, and CRECs associated with the PIQ shall be provided by T&M for review by the client.

3. In addition, the ESA will meet the research and area of concern identification requirements of the NJDEP's Preliminary Assessment (PA) procedure specified at NJAC 7:26E-3.1-3.2. Utilization of the NJDEP PA procedure and the USEPA Phase I procedure is intended to allow the Users of the ESA to qualify for innocent purchase defense in New Jersey as well as to permit the User to satisfy one of the initial requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability as may be required for the acquisition of parcels not already owned by the Client.

### Soils and Foundation Report

1. T&M will provide a subconsultant geotechnical engineer Advantage Engineers to provide a foundation study from the results of soil borings made under their supervision and direction. The investigation shall describe the subsoils, establish the water table, when possible, evaluate the supporting capacity of the sub-soils, and make recommendations for foundation design and construction



Attachment: Timothy Haahs Proposal (2019-332 : Awarding a contract for parking planning & design services for the CBD parking structure)

## Traffic Impact Report & Study

1. Assemble available traffic volume data along MAIN STREET and related roadways in the vicinity of the subject project.

2. Conduct intersection traffic counts at three (3) key traffic intersections within the immediate area of the project site. Obtain an inventory of the physical geometry and traffic controls at the intersections and along each roadway in the vicinity of the proposed access driveways. Measurements will be made of the clear sight distances in all directions from the access driveway.

3. Project the existing peak hour on-site traffic to a target year (the anticipated year of site completion) using past trend growth factors and estimated surcharge traffic generated by nearby committed and approved land development projects. Estimates of the peak hour traffic to be generated by the proposed development will be made using standard trip generation rates.

4. The site generated traffic will be distributed by direction in accordance with the existing traffic patterns. The estimated combined future peak hour traffic along each roadway and intersection will be developed from these projections.

5. An analysis will be made to determine the traffic operating level of each roadway in the vicinity of the project driveway.

## Parking Planning and Design (Schematic Design 30%)

1. Meet with the City and the Project Team to further understand all site constraints, existing conditions, and obtain all existing site information. Commence coordination with the City from a conceptual level pertaining to planning the garage siting, right-sizing the garage, and establishing the intended connectivity with adjacent uses, facilities, and the downtown.

2. Confirm the program requirements and goals with the City including the size of the garage, user groups, including but not limited to municipal employees, visitors, downtown patrons, etc. Understand all aspects of the area Master Plan and how the parking component will best serve the area and the intended user groups.

3. Review any site drawings, Master Plan concepts, zoning requirements, user requirements, traffic studies, and other available information relevant to the planning and the design of the parking structure.
4. Obtain feedback from the City and outline important design, placemaking, land use streetscape, linkages, and public improvements related to the parking garage.

5. Review and confirm the size of the parking footprint, property lines, and building boundary to properly develop the functional design of the parking structure.

6. Coordinate vehicular traffic related to locating the entry/exits to the parking structure.

7. Develop preliminary alternative designs for the parking structure and prepare conceptual plans illustrating the following:

   - Total vehicle capacity, space dimensions, and per level car counts and plans
   - Locations of vehicle entry and exit

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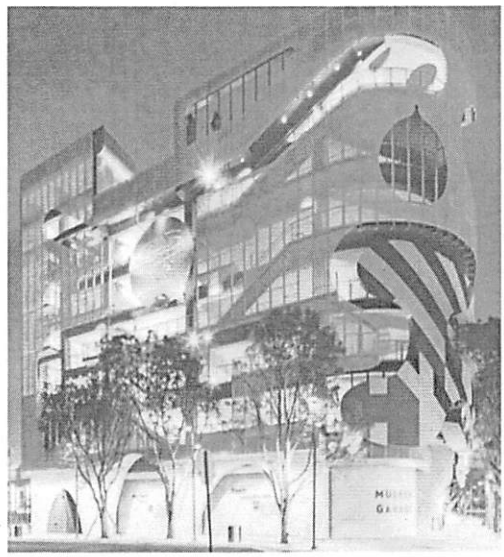
- Location of ADA spaces
- Internal functional layout and traffic flow
- Vehicular and pedestrian traffic flow
- Parking efficiency (square foot per space)
- Drop-off / pick-up areas and short term parking
- Connection – both vehicular and pedestrian to destinations adjacent to the site
- Location of operational equipment
- Location of stairs / elevators in coordination with primary destinations
- Isometric views / floor slopes
- Opportunities for mixed-use components



8. Prepare a preliminary code analysis for the parking structure including:

    - Means of Egress / Number of Exits / Travel Distance
    - Construction Type / Fire Ratings
    - Mixed-Use / Fire Separations
    - Adjacent Buildings

9. Develop conceptual design for the following:

    - On-site utility systems
    - Off-site utilities work, if required
    - Site related fire protections systems
    - Drainage systems
    - Landscaping design considering alternate materials and development of conceptual design solutions for land forms, plantings based on program requirements, physical site characteristics, design objectives and environmental determinants

10. Identify and communicate strategies for passive and active security measures in and around the garage for consideration and inclusion in the design documents.

11. Meet with the City to present and review the concepts to obtain feedback, input and direction.

12. Conduct a stakeholder meeting in an open house forum to present the preferred concepts and obtain relevant information and input related to the concepts and the design of the proposed parking structure.

13. Develop façade concepts (provide two (2) options) to achieve a quality aesthetic representative of the City's and while be cost effective and in line with project budget considerations.

14. Develop elevations and building sections consistent with the selected façade concept

15. Coordinate with the City for the necessary regulatory approvals. Assist in obtaining conceptual acceptance for the selected alternative from review agencies having jurisdiction over the review of the Application.

16. From a Parking Access and Revenue Control Equipment standpoint, work with the City to identify the best solution for access control for the user groups including:

    - Parking Access and Revenue Control Systems (PARCS) and operations
    - Level counting and guidance system (if required)
    - Informational signage
    - Message boards

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Attachment: Timothy Haahs Proposal (2019-332 : Awarding a contract for parking planning & design services for the CBD parking structure)

17. Provide Design Criteria Confirmation (Basis of Design) to explain the design intent for all disciplines, and convey pertinent information to the City.

18. Prepare an order of magnitude Schematic Design Construction Cost Estimate for review by the City to ensure that the project meets budget requirements. The Preliminary cost estimate for the garage to include design, soft costs, construction, construction supervision and contingencies.

**Preliminary Financial / Break Even Analysis**

1. Based on one parking structure concept plan selected as referenced above, prepare a preliminary financial analysis for the proposed garage including development costs, bond and financing costs, and a statement of projected expenses for a ten-year period.

    - An estimate and itemize project cost for the development of a selected site. Development costs to include design, soft costs, construction, construction supervision and contingencies. (Land cost to be estimated by Township officials if necessary).
    - Estimate the finance costs to include debt service, legal fees and consultant fees.
    - Project operating cost of the new facility including an appropriate capital reserve fund.
    - Present a fee schedule to achieve adequate revenue to cover debt service, operating expense to realize a break even scenario.
    - Prepare a proforma statement of cash flow for a period of ten (10) years.

2. Submit to City officials for review and comment Parking Garage Schematic Design report, including the following:

    - Concept plans for the garage
    - Preliminary Site Plan
    - Functional Design Drawings
    - Plans, Elevations and Sections
    - Rendering of the selected concept and facade
    - Anticipated Structure Type
    - Preliminary Building Code Analysis including compliance with Barrier Free Design
    - Estimate of Probable Cost of the Parking Garage
    - Preparation of Schematic Site/Civil Plan depicting the project concept.
    - Preliminary financial analysis to include probable cost of the project, operating maintenance costs, capital reserve fund, and cost of financing and debt service

**FEE PROPOSAL**

The TimHaahs team will provide the services outlined above for Lump Sum Professional Fee of **Two Hundred Twenty Seven Thousand Dollars ($227,000.00) outlined as follows:**

| | |
|---|---|
| **Pre – Engineering Services** | |
| • Land Survey and Base Mapping | $31,000.00 |
| • Phase 1 Environmental Site Assessment | $6,500.00 |
| • Soils and Foundation Report | $35,000.00 |
| • Traffic Impact Report & Study | $22,500.00 |
| **Parking Planning and Design Services** | |
| • Site/ Civil | $34,000.00 |
| • Parking Planning /Architectural / Engineering / Consulting | $94,000.00 |
| • Preliminary Financial Analysis | $4,000.00 |
| **Total** | **$227,000.00** |

TimHaahs

Attachment: Timothy Haahs Proposal (2019-332 : Awarding a contract for parking planning & design services for the CBD parking structure)

**In addition, we recommend a budget of $5000.00 for customary reimbursable expenses such as meeting travel, printing, etc.**

## SCOPE OF SERVICES EXCLUSIONS

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

- Full construction documentation (DD-CD's)
- Construction Administration Services
- Submitting for, and representing for local approval processes

Again, we appreciate the opportunity to provide the City of Asbury Park with our proposal, and we look forward to undertaking the work in a prompt and professional manner. For your reference, we have attached our Standard Terms and Conditions Form, as well as our Hourly Billing Rates. Please do not hesitate to contact us should you have any questions or need any additional information from us.

Sincerely,

Jim Zullo, CAPP, AICP
Vice President

ENCL:

1. TimHaahs Standard Terms and Conditions Form

## AUTHORIZATION

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

Project _____

Signed _____

Print Name _____

Title _____

Date _____

TimHaahs

Attachment: Timothy Haahs Proposal (2019-332 : Awarding a contract for parking planning & design services for the CBD parking structure)

TimHaahs

## Terms and Conditions of Services
## C-S

Project Name: _____ Project Number: _____

Client Name: _____

A. Scope of Services

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

B. Billing/Payment

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1 ½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. TimHaahs reserves the right to stop work and/or withhold any and all work product until invoices that are more then seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of TimHaahs and are otherwise waived.

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

C. Standard of Care

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

D. Ownership of Documents

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

E. Dispute Resolution

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

F. Indemnification

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

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

G. Limit of Liability

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

H. Consequential Damages

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

Client Signature: _____ Date: _____



Attachment: Timothy Haahs Proposal (2019-332 : Awarding a contract for parking planning & design services for the CBD parking structure)

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

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

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

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

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

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

SECTION 3. It is hereby determined and stated:

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

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

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

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

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

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-43 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

_____
MELODY HARTSGROVE
DEPUTY CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the City made the following findings:

A. Relative benefits of the Project:

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

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

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

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

**Section 1.** The City makes the following findings:

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

i. Increase in ratables and budgetary income for the City from a series of underperforming properties;

ii. Employment of 200+ persons during the construction phase;

iii. Creation of 60 new residential units to bring people back to the City's Central Business District;

iv. Not less than 88 surface and/or stacked parking spaces; and

v. The City has determined that the benefits of the Project significantly outweigh the costs to the City.

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

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

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

**Section 2.** The Application is hereby accepted and approved.

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

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

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

# EXHIBIT A

## FORM OF FINANCIAL AGREEMENT

**EXHIBIT B**

**EXEMPTION APPLICATION**

217060213v2

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-44 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

_____

MELODY HARTSGROVE
DEPUTY CITY CLERK

Record and return to:

_____

**FINANCIAL AGREEMENT BY AND BETWEEN**

**THE CITY OF ASBURY PARK**

**AND**

**545 LAKE AVENUE URBAN RENEWAL LLC**

**Dated: _____, 2018**

Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

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# FINANCIAL AGREEMENT

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

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

**AND**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the City made the following findings:

A. Relative benefits of the Project:

i. Increase in ratables and budgetary income for the City from a series of underperforming properties;

ii. Employment of 200+ persons during the construction phase;

iii. Creation of 60 new residential units to bring people back to the City's Central Business District; and

iv. Not less than 88 surface and/or stacked parking spaces.

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





Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

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

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

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

## ARTICLE I.

## GENERAL PROVISIONS

### Section 1.01 Governing Law

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

### Section 1.02 General Definitions

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

County – means the County of Monmouth.

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

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

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

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

Financial Plan – As defined in Section 2.06 hereof.

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

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

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

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

Material Conditions – as defined in Section 4.04.

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

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

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

State – means the State of New Jersey.

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

Tax Assessor - means the City tax assessor.

Tax Collector - means the City tax collector.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II.

## APPROVAL

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

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

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

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

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

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

## ARTICLE III.

## DURATION OF AGREEMENT

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

## ARTICLE IV.

## ANNUAL SERVICE CHARGE

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

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





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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

## ARTICLE V.

## REMEDIES FOR NON-PAYMENT

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





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

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

## ARTICLE VI.

## CERTIFICATE OF OCCUPANCY

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

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

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

## ARTICLE VII.

## ANNUAL AUDITS

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

**Section 7.02 Section 7.02 Periodic Reports**.

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

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





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

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

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

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

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

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

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





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## ARTICLE VIII.

## ASSIGNMENT AND/OR ASSUMPTION

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

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

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

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

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

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

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

## ARTICLE IX.

## WAIVER

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

## ARTICLE X.

## NOTICE

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

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

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

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

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





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

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

## ARTICLE XI.

## COMPLIANCE

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

## ARTICLE XII.

## CONSTRUCTION

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

## ARTICLE XIII.

## INDEMNIFICATION

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





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

## ARTICLE XIV.

## DEFAULT

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

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

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

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

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





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

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

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

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

## ARTICLE XV.

## MISCELLANEOUS

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

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

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

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

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

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





Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

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

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

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

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

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

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

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

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

## ARTICLE XVI.

## EXHIBITS AND SCHEDULES

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





Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Ordinance draft) (2019-44 : An Ordinance Approving A Long

Schedule A: Lease Payments

Exhibits:

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





Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

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

Attest:

**The City of Asbury Park**

_____
Cindy Dye, City Clerk

By:_____
John Moor, Mayor

Date:_____

Witness/Attest:

**545 Lake Avenue Urban Renewal LLC**

_____

By:_____
Carter Sackman, Manager

Date: _____





Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

SCHEDULE A

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

Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 1

Metes and Bounds Description of the Property



Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 2

Ordinance Authorizing the Execution of this Agreement



Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 3

Application with Exhibits

Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 4

Certificate of Formation of the Entity



Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 5

Estimated Construction Schedule



Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 6

The Financial Plan for the Undertaking of the Project



Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 7

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

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

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

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

By:_____



Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

EXHIBIT 8

Deed Restriction on Transfer

217098134v1

Attachment: (217098134 - 1) - City Draft Financial Agreement (w_new exhibits)-(Oridinance draft) (2019-44 : An Ordinance Approving A Long

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADOPTED ON FIRST READING**
**DATED: October 9, 2019**

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

**ADOPTED ON SECOND READING**
**DATED: October 23, 2019**

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

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

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

**DATED: October 9, 2019**

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

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

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

**Asbury Park, New Jersey**
**ORDINANCE NO. 2019-42**

**BOND ORDINANCE PROVIDING FOR BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"); APPROPRIATING $1,375,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,375,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Beach Utility of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City") as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of $1,375,000, said sum being inclusive of the sum of $400,000 as the amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof and to meet part of the $1,375,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Beach Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding $975,000 pursuant to the

Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Beach Utility of the City in an aggregate principal amount not exceeding $975,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

**SECTION 3.** (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are Beach Utility Improvements including, but not limited to, the construction of a multi-use lifeguard facility on the boardwalk, which facility is to include, but not be limited to, emergency medical service facilities, restroom facilities and ticket facilities, site work, sewer, water, gas and electric utilities, HVAC, furnishings, fixtures and equipment associated with the facility and associated facility and real property aesthetic improvements, and also shall include all architectural, engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, environmental work, bid documents, construction inspection and contract administration, and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $975,000.

(c) The estimated cost of said improvements or purposes is $1,375,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment available for said purposes.

**SECTION 4.** In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of

such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the

principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 40 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes

provided for in this bond ordinance by $975,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding $275,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

**SECTION 8.** Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission4 (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in

connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-42 which was finally adopted by the City Council at a meeting held on the 9th day of October, 2019

_____
MELODY HARTSGROVE
DEPUTY CITY CLERK

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

Announcement by the City Clerk

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

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

Proclamation

1. Proclaiming October 10th, 2019, Put the Brakes on Fatalities Day
The Mayor and City Council proclaimed October 10th, as putting the brakes on fatalities day. The Mayor and Council presented a proclamation

2. Proclaiming November 6th, 2019, Social Justice Day
The Mayor and City Council Proclaimed November 6th, 2019 as Social Justice Day. A Proclamation was presented.

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

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

Special Event Applications

Leesha Flyod reviewed special events application with Mayor & Council.

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

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

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

Review of Agenda Items for October 9th, Regular Meeting

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

Matters from City Council

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

Matters from City Manager

1. Best Practices Inventory

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

Matters from City Attorney

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

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

_____

Melody Hartsgrove, Deputy City Clerk

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

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

2019-320 Resolution Authorizing a meeting which excludes the public

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

## CONTRACT NEGOTIATIONS

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

2. Proposed Amendments to the CBD Redevelopment Plan Requested by Sackamn Enterprises.

3. Amendment to Main Street Redevelopment Plan to Permit Billiard Parlor.

## PERSONNEL

1. Fiscal Year 2020 Staffing Needs.

## ATTORNEY CLIENT PRIVILEGE

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

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Eileen Chapman | Councilmember | Present | |
| Yvonne Clayton | Councilmember | Present | |
| Jesse Kendle | Councilmember | Present | |
| Amy Quinn | Deputy Mayor | Present | |
| John Moor | Mayor | Present | |
| Melody Hartsgrove | Deputy City Clerk | Present | |

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

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

## PUBLIC PARTICIPATION

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

## MINUTES

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

1. Executive Session Minutes of Sep. 25, 2019 4:00 PM

2. **Motion to:** Executive Session Minutes of Sep. 25, 2019 4:00 PM

3. Municipal Council - Work Session - Sep 25, 2019 6:00 PM

4. Municipal Council - Regular Meeting - Sep 25, 2019 7:00 PM

## CONSENT AGENDA RESOLUTIONS

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

2019-321 Resolution Approving Special Event Applications

2019-322 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant

2019-323 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Bullet Proof Vest Parntership

## INDIVIDUAL RESOLUTIONS

2019-324 Resolution Approving Payment of Bills

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ORDINANCES

Introduction

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

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

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

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

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

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

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

Second Reading/Public Hearing

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

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

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

## ADJOURNMENT

The meeting was adjourned at 7:30 PM

Respectfully submitted by:

_____

Melody Hartsgrove, Deputy City Clerk