



Agenda
Meeting of the Municipal Council
Tuesday, November 26, 2024
REGULAR MEETING 6:00 PM

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

2024-492 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report October 2024

B. Contract Negotiations

1. Asbury Gardens Preservation, LLC for 1100 Atlantic Avenue Block 1205, Lot 10 and 120 Monmouth Ave - Block 1202, Lot 1 and Block 1204 Lot 1 Proposed Agreement
2. 1001 First Avenue, Block 401, Lots 10, 11, 12 -Proposed Agreement
3. The Views at Northshore- Block 4302, Lot 2 (201-203 Eighth Avenue) with Asbury Partners LLC and APW Redeveloper, LLC -Subsequent Redeveloper Agreement
4. 614 Cookman Avenue Redevelopment Agreement

C. Litigation

1. The Lake Group AP, LLC vs. City of Asbury Park
2. Steinbach Liquor License, LLC vs. City of Asbury Park

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star

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

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

1. Presentation by APW Developer, LLC of Redevelopment Project at 1001 Ocean Avenue, 105 Third Avenue and 105 Second Avenue- Block 4004, Lots 1,2, and 3

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting November 13, 2024 4:00 PM
- Municipal Council - Regular Meeting - Nov 13, 2024 6:00 PM

C. Consent Agenda Resolutions

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

2024-493 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Mayors Wellness Campaign Community Mental Health Grant

2024-494 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2024-495 Resolution to Refund Overpaid Municipal Charges for Various Properties

D. Individual Resolutions

2024-496 Resolution Authorizing the Payment of Bills

2024-497 Resolution Authorizing Payment for Emergency Traffic Signal Repairs Needed at Cookman Avenue and Heck Street

2024-498 Resolution Authorizing Fiber Cable Installation at the New Fire Department Headquarters

- 2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues
- 2024-500 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season
- 2024-490 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Redeveloper Agreement With 614 Cookman, LLC For A Project In The Property Located At 614 Cookman Avenue Identified On The City Tax Map As Block 2404, Lot 6

E. Adjournment

**RESOLUTION NO. 2024-492****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 November 26, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety

1. Police Monthly Report October 2024

B. Contract Negotiations:

1. Asbury Gardens Preservation, LLC for 1100 Atlantic Avenue Block 1205, Lot 10 and 120 Monmouth Ave - Block 1202, Lot 1 and Block 1204 Lot 1 Proposed Agreement
2. 1001 First Avenue, Block 401, Lots 10, 11, 12 -Proposed Agreement
3. The Views at Northshore- Block 4302, Lot 2 (201-203 Eighth Avenue) with Asbury Partners LLC and APW Redeveloper, LLC -Subsequent Redeveloper Agreement
4. 614 Cookman Avenue Redevelopment Agreement

C. Litigation:

1. The Lake Group AP, LLC vs. City of Asbury Park
2. Steinbach Liquor License, LLC vs. City of Asbury Park

D. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK

Block 4004 Project Narrative

September 25, 2024

Description of Proposed Development

The proposed development of Block 4004, Lots 1, 2, and 3 (the “Property”) includes two separate components: (1) a mixed-use development along the east side of the block with frontage on Ocean Avenue; and (2) a residential development extending between 2nd and 3rd Avenues from the Kingsley Street frontage in the west to the back of the mixed-use development in the east. Applicant will be seeking preliminary and final major site plan approval and minor subdivision approval.

The subject Property is located at a prominent block of Ocean Avenue stretching between 2nd and 3rd Avenues. The 2nd Avenue pavilion that includes the Silverball Arcade, The Break restaurant and Low Dive bar is located on the opposite side of Ocean Avenue, the Stone Pony is located to the south across 2nd Avenue, and the Asbury Ocean Club to the north across 3rd Avenue. The Property is currently a surface parking lot.

Mixed Use Component

The mixed-use part of the development will be a new two-story structure with penthouses that will contain three residential units (3 and 4 bedrooms), with units ranging from approximately 2,190 to 2,660 square feet, above two commercial units. The commercial units may be used for restaurant, retail or similar commercial uses. Ten parking spaces are proposed behind the building, which will be accessible through a common driveway that will also serve the residential component of the project. Access to the commercial units will be possible from stairs located at the north and south corners of the block and in the middle of the Ocean Avenue frontage. A ramp will provide barrier-free access at the south corner of the block. A dedicated residential lobby will be accessible from 3rd Avenue.

Following the TRC meeting, Applicant made the following revisions to the Mixed Use Project:

1. The finished floor level has been revised to 14.33 feet.
2. The 1st Floor Retail Lobby has been removed.
3. The accessible ramp has been relocated.
4. The Roof level has been revised to show the condenser units and drainage.
5. Materials Palette – The proposed brick has changed from light grey to brownish red.
6. The frontage of the building has a more uniform appearance.

Residential Component

The residential component of the project consists of two parallel buildings containing stacked townhouses along the 2nd and 3rd Avenue block frontages. Each of the buildings consists of 22 market rate condominium units. The units are broken down into 11 “modules” that each contain 2 units. The units facing the public street are approximately 2,477 square feet in area across 4 levels, with a loft and private roof terrace on the upper-most level. The units facing the site interior access driveway are approximately 2,334 square feet in area over 5 levels, with a private roof terrace on the upper level. Each unit will contain 3 bedrooms and have access to one interior garage parking space and one exterior parking space.

Vehicular access to both portions of the development will be provided by a two-way driveway to Kingsley Avenue that will be constructed to locate the parking outside the flood hazard area. Applicant will record a cross-access easement for the driveway for the benefit of both proposed lots.

Following the TRC meeting, Applicant made the following design changes:

1. Along Second and Third Avenues, the lower level windows were aligned with the windows in the above stories to create more unity between the base and upper levels.
2. On the Kingsley Street elevations, Applicant added additional windows, banding, and varied color and materials.
3. Along the interior “alley” facing facades, Applicant added banding and varied the color and materials.
4. For the elevations facing the rear of the Mixed-Use Building, Applicant added banding and varied color and materials.
5. Calculations for the Void/Solid Ratio and Fenestration were added to the architectural sheets.

Subdivision

Applicant proposes to reconfigure and subdivide the existing 3 tax lots into two proposed tax lots. Both lots will exceed 15,000s sf in area and all frontages exceed 100 feet.

Consistency with the Waterfront Redevelopment Plan

The proposal is consistent with the use and bulk requirements of the WRA. Most importantly, the project incorporates a commercial frontage along the west side of Ocean Avenue that has architectural features that are reminiscent of Convention Hall and the Paramount Theater buildings. The commercial frontage will activate the block between the Stone Pony and the Asbury Ocean Club and mirror the commercial activity on the opposite side of Ocean Avenue.

The development of the block proposes 44 condominium units with ample interior and exterior living space along with 3 apartment units overlooking Ocean Avenue and the boardwalk, beach, and ocean beyond. The site is able to

balance the design requirements associated with NJDEP Flood Hazard Area Regulations, the WRA CAFRA permit, and the parking standards in the WRA to provide compliant on-site parking with a several space surplus.

Relief Requested from the WRP

The following exceptions from architectural design standards in the WRP are noted:

WRP Page	Requirement	Proposal
62	Doors shall be painted wood or composite wood.	The doors are not proposed to be painted or composite wood.
62	Doors shall be side hinged (no sliders.)	Sliding doors are proposed for balcony access.
62	Windows in the same rough opening shall be separated by a 4 inch minimum post.	Intus IPVC windows are proposed to have a post dimension of < 4"
64	Multiple balconies, if required, shall be confined to the rear and side elevations.	Multiple balconies are proposed on the Second and Third Avenue facades.
64	Minimum fenestration shall be 20%	Fenestration along Kingsley is approximately 10.4%
65	Window sills are required	Window sills are not proposed
66	Facade colors shall be selected from the color wheel quadrant that encompasses the lighter saturations of the yellow-to-red quadrant, in addition to white.	"Aged Pewter", a gray, is outside the required quadrant of the color wheel.

A PROPOSED 2 STORY BUILDING WITH 3 RESIDENTIAL
UNITS OVER TWO GROUND FLOOR RETAIL
LOCATIONS WITH COVERED PARKING AREA AT:

BLOCK 4004
BUILDING A

CITY OF ASBURY PARK
BLOCK 4004
MONMOUTH COUNTY
NEW JERSEY 07712

PROJECT DATA

BUILDING HEIGHT:	2 STORIES / 34'-0"
UNIT COUNT:	3 RESIDENTIAL UNITS 2 RETAIL UNITS
BUILDING COVERAGE:	
FIRST FLOOR:	8,126 SQ. FT.
SECOND FLOOR:	8,733 SQ. FT.
ROOF:	2,118 SQ. FT.
PARKING:	10 TOTAL SPOTS 9 STANDARD (9'-0 X 18'-0") 1 ADA (11'-0" X 18'-0)

PLAN BREAKDOWN

RETAIL UNITS:	
RETAIL 1 -	2,028 SQ. FT.
RETAIL 2 -	2,383 SQ. FT.
RESIDENTIAL UNITS:	
UNIT 201 -	2,345 SQ. FT. + 705 SQ. FT. MEZZANINE 3 BED + DEN, 3 BATH
UNIT 202 -	2,190 SQ. FT. + 705 SQ. FT. MEZZANINE 3 BED + DEN, 3.5 BATH
UNIT 203 -	2,660 SQ. FT. + 705 SQ. FT. MEZZANINE 4 BED, 3.5 BATH

SHEET LIST

A-01 - TITLE SHEET	A-05 - ELEVATIONS/SECTIONS
A-02 - FIRST FLOOR	A-06 - ELEVATION DETAILS
A-03 - SECOND FLOOR	A-07 - MATERIAL BOARD
A-04 - ROOF	A-08 - RENDERINGS



1 SITE PLAN
SCALE: 1"=200'-0"



2 RENDERING

2.1.b

MVMK

Minervini Vandermark Melia Kelly

Architecture + Design

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T. 201-386-0637

E. info@mvmkarchitecture.com

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Adrian Melia, AIA NJ License # 18738
Ciaran Kelly, AIA NJ License # 18866

3	09/18/2024	REVISED FOR
		COUNCIL SUBMISSION
2	08/19/2024	CITY COUNCIL
		PACKAGE
1	06/14/2024	TRC APPLICATION
#	Date	Issue

Project Title

BLOCK 4004

ASBURY PARK, NJ

Project Description
TOWNHOME DEVELOPMENT

Applicant
STARFIELD

Project Number:	22-1618
Drawn by	: GL
Checked by	: FJM, ACV
Scale	: As Noted

Sheet Title

TITLE SHEET

Sheet Number

A-01

SEAL

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ASBURY PARK, NJ

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TOWNHOME DEVELOPMENT

Applicant

STARFIELD

Project Number: 22-1618

Drawn by : GL

Checked by : FJM, ACV

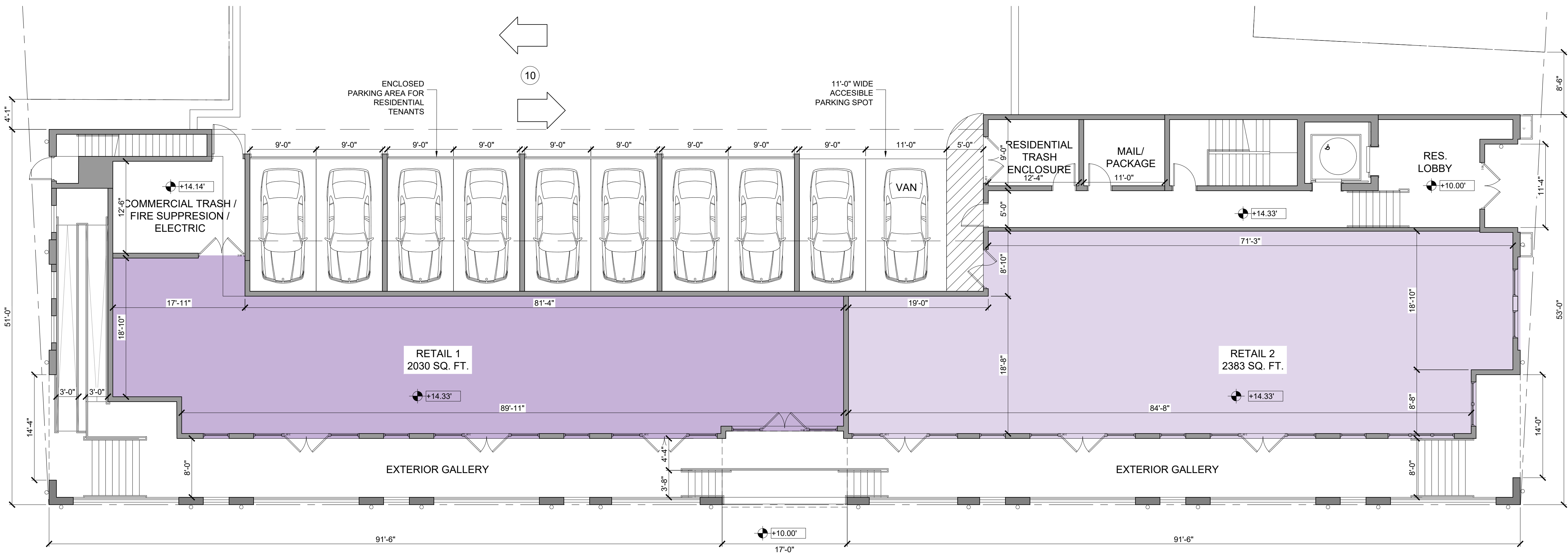
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Sheet Title

FIRST FLOOR PLAN

Sheet Number

A-02



1 1ST FLOOR PLAN

SCALE: 1/8"=1'-0"

OCEAN AVENUE

PARKING BREAKDOWN

1.5 SPACES REQUIRED PER UNIT

3 UNITS x 1.5 = 4.5 (5 TOTAL REQUIRED)

10 TOTAL PARKING SPACES

9 STANDARD (9'-0" x 18'-0")

1 VAN-ACCESSIBLE (11'-0" x 18'-0")

FIRST FLOOR: AREA BREAKDOWN

RESIDENTIAL LOBBY = 800 SQ. FT.

RETAIL 1 = 2030 SQ. FT.

RETAIL 2 = 2383 SQ. FT.

TOTAL RETAIL AREA = 4,414 SQ. FT.

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ASBURY PARK, NJ

Project Description
TOWNHOME DEVELOPMENT

Applicant
STARFIELD

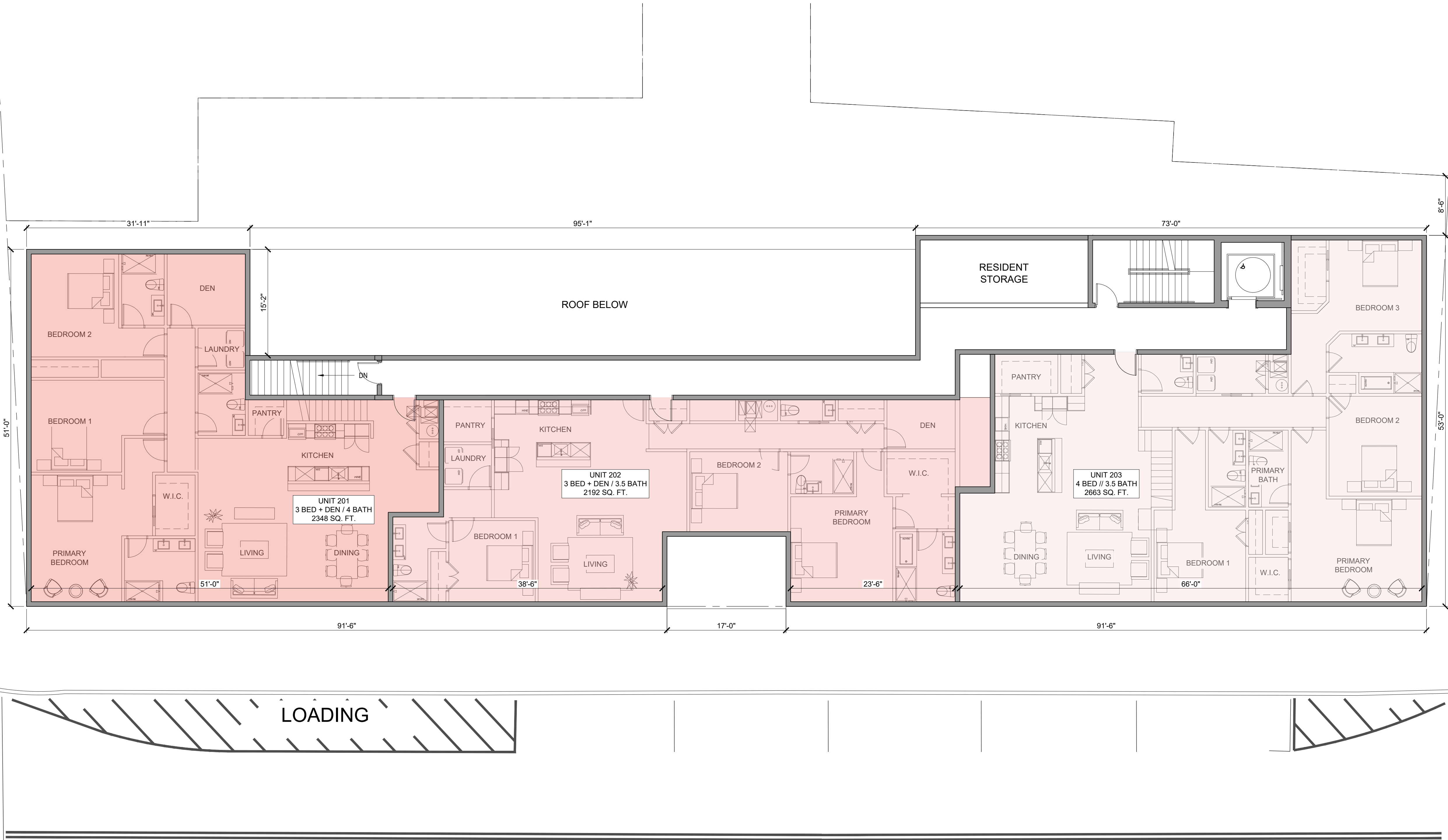
Project Number: 22-1618
Drawn by : GL
Checked by : FJM, ACV
Scale : As Noted

Sheet Title

SECOND FLOOR PLAN

Sheet Number

A-03



1 2ND FLOOR PLAN
SCALE: 1/8"=1'-0"

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		TRC APPLICATION
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ASBURY PARK, NJ

Project Description

TOWNHOME DEVELOPMENT

Applicant

STARFIELD

Project Number: 22-1618

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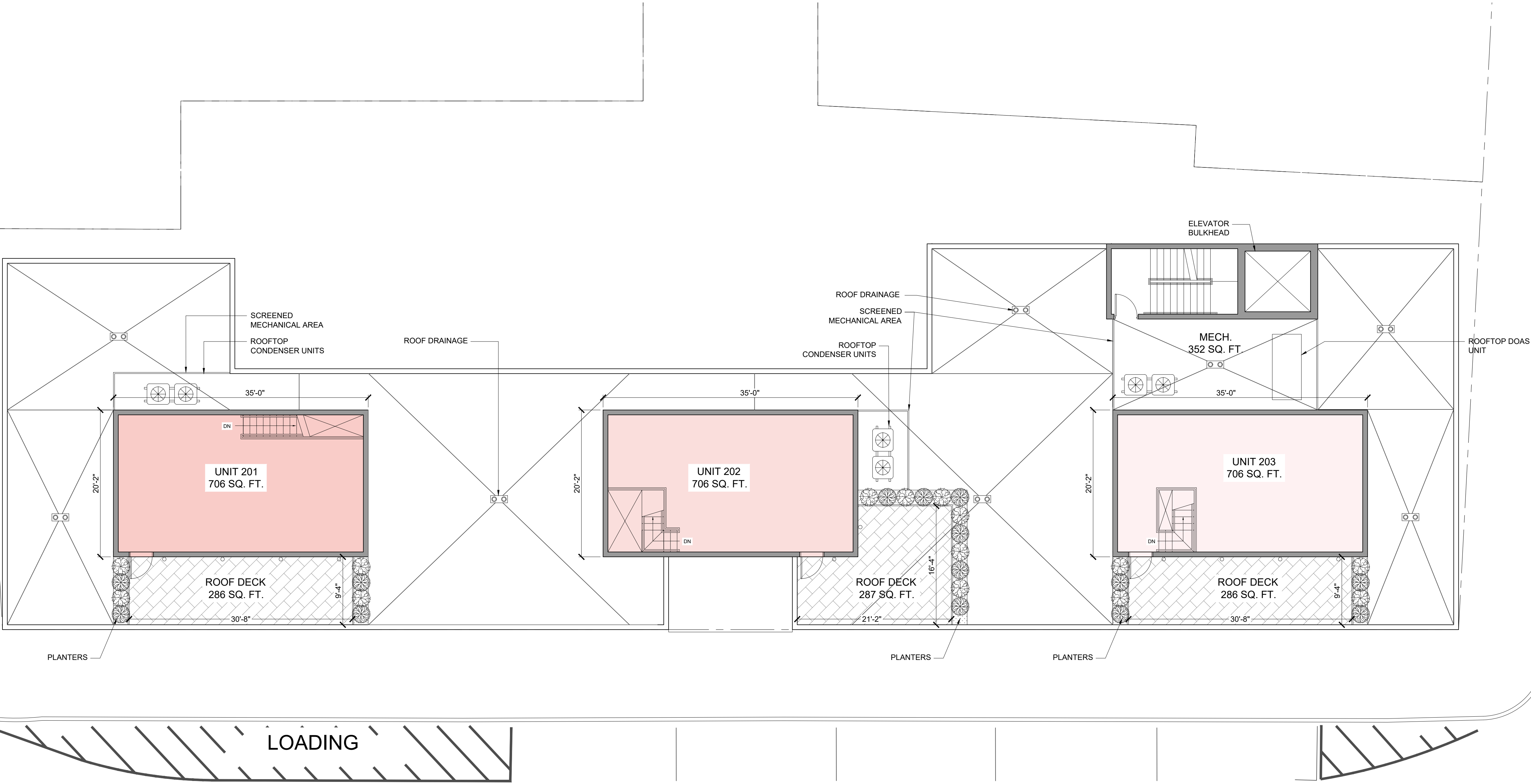
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Sheet Title

ROOF PLAN

Sheet Number

A-04



1 ROOF PLAN
SCALE: 1/8"=1'-0"

OCEAN AVENUE

Attachment: Block 4004 for website (2024-113 : Presentation 1001 Ocean Avenue, 105 Third Avenue and 105 Second Avenue- Block 4004, Lots 1,2, and 3)

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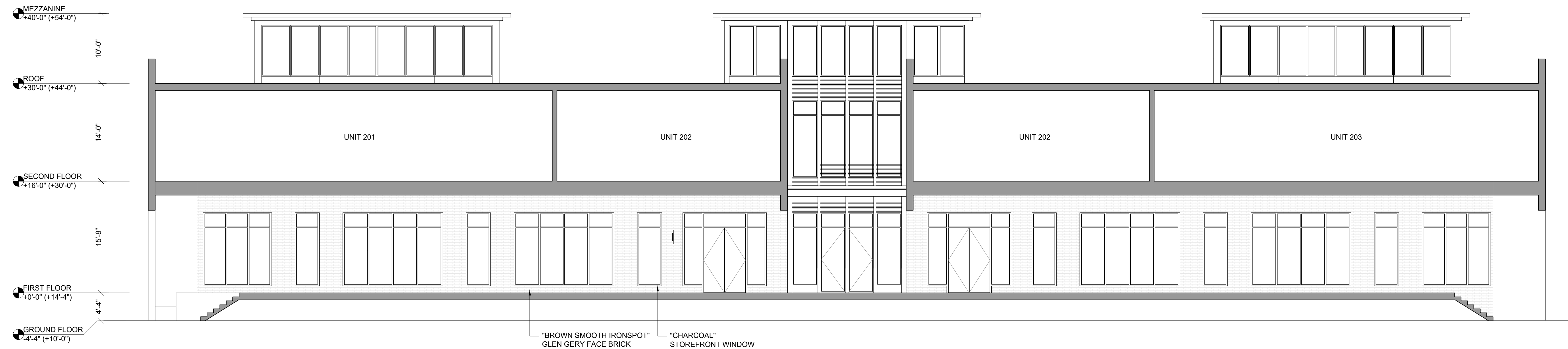
Ciaran Kelly, AIA

NJ License # 18866



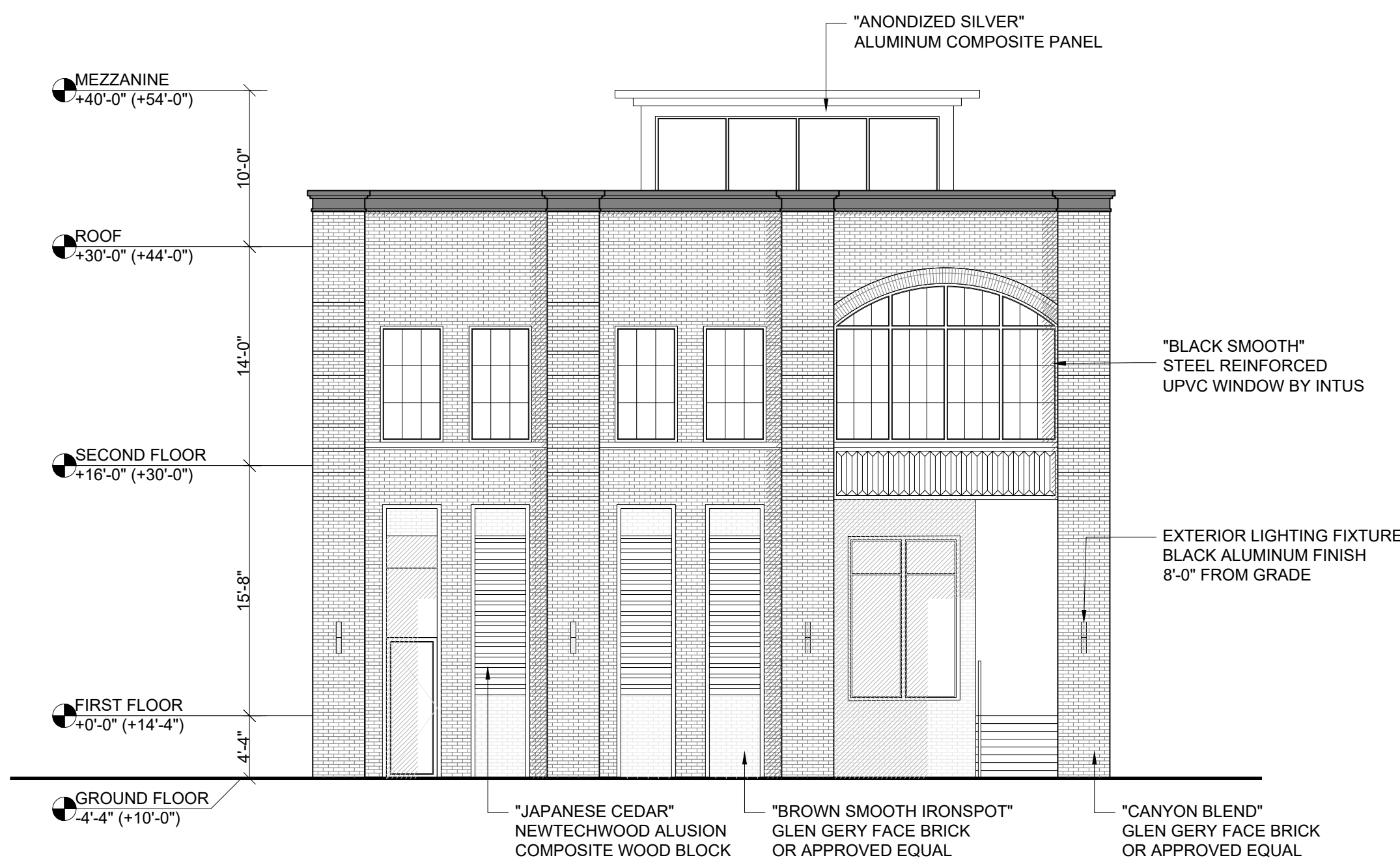
1 EAST ELEVATION - OCEAN AVE

SCALE: 1/8"=1'-0"



2 SECTION 1

SCALE: 1/8"=1'-0"



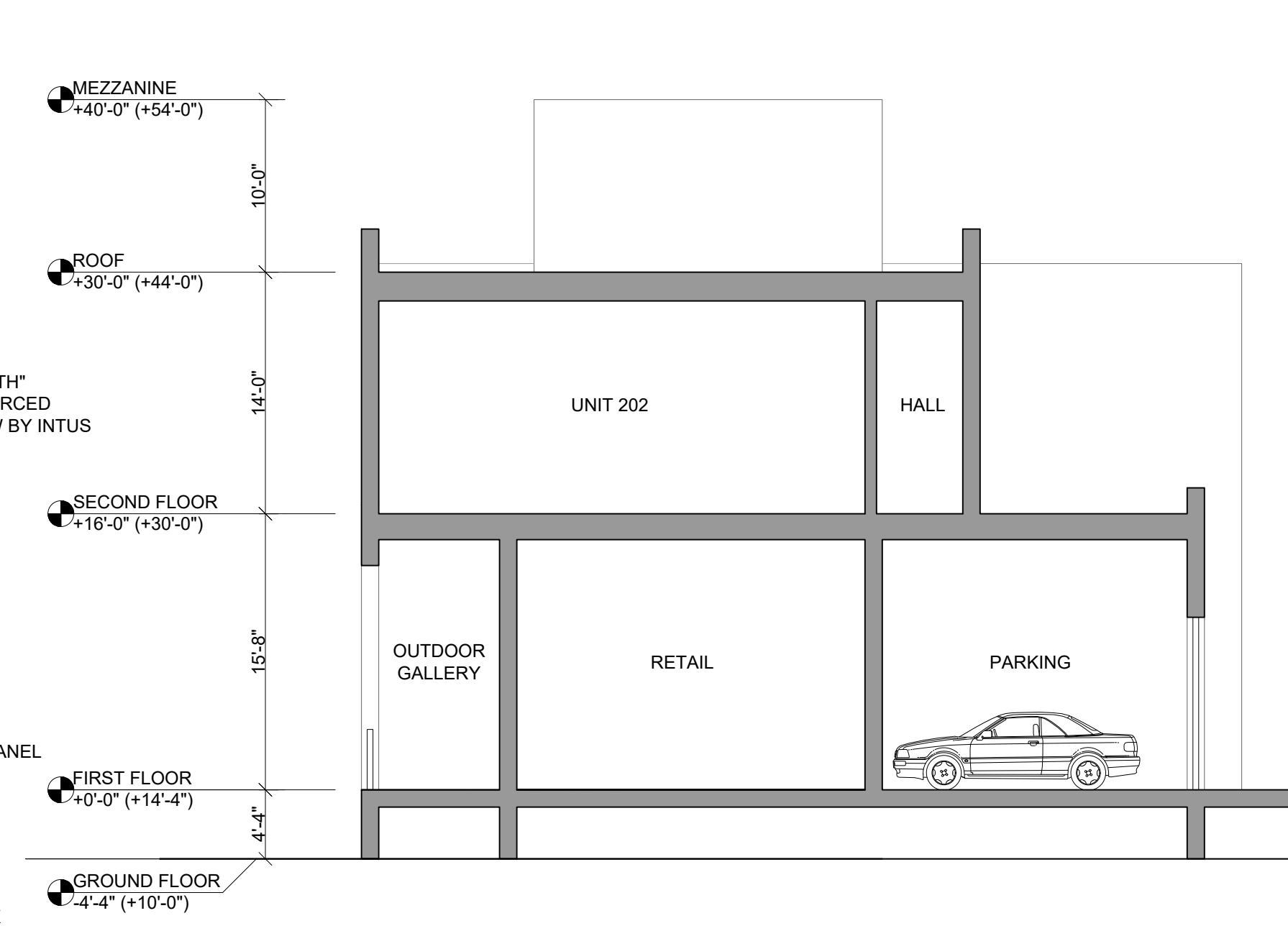
3 SOUTH ELEVATION - 2ND AVE

SCALE: 1/8"=1'-0"



4 NORTH ELEVATION - 3RD AVE

SCALE: 1/8"=1'-0"



5 SECTION 2

SCALE: 1/8"=1'-0"

Project Title

BLOCK 4004

ASBURY PARK, NJ

Project Description

TOWNHOME DEVELOPMENT

Applicant

STARFIELD

Project Number: 22-1618

Drawn by: GL

Checked by: FJM, ACV

Scale: As Noted

Sheet Title

ELEVATIONS/SECTIONS

Sheet Number

A-05

SEAL

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		PACKAGE
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#	Date	Issue

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ASBURY PARK, NJ

Project Description

TOWNHOME DEVELOPMENT

Applicant

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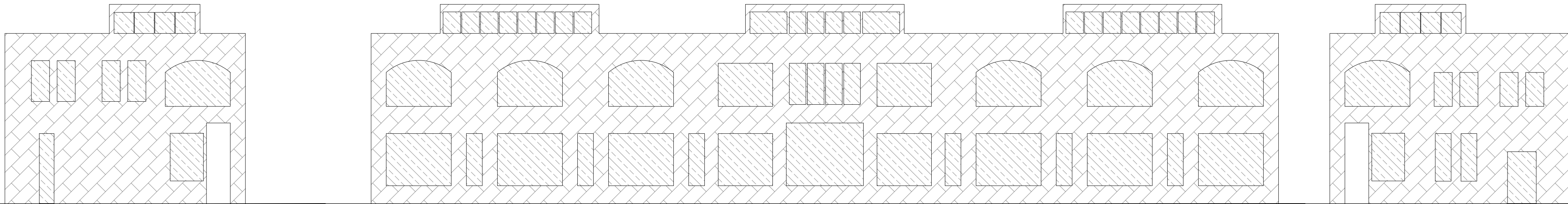
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Sheet Title

ELEVATION DETAILS

Sheet Number

A-06

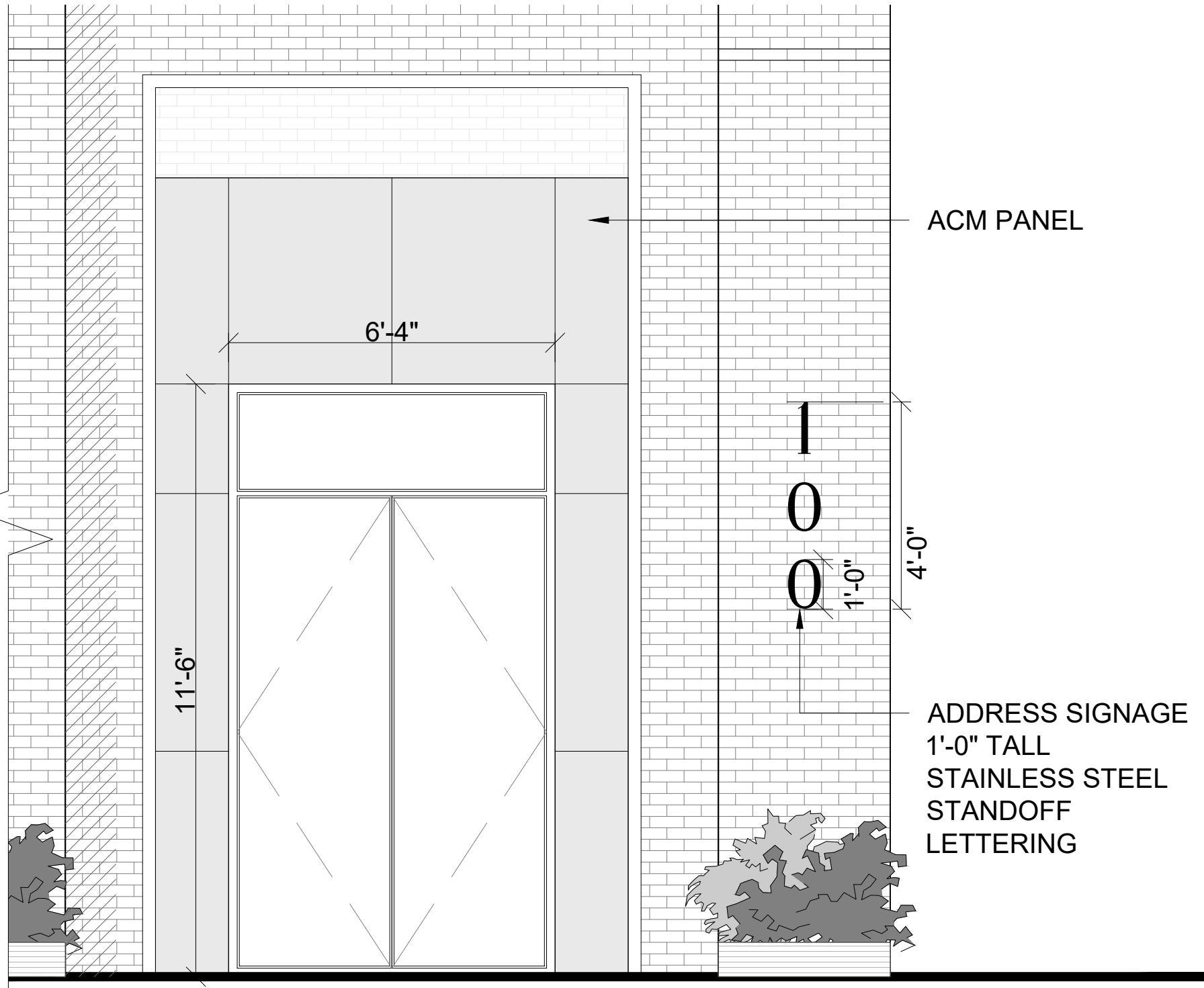


SOLID/VOID RATIO PERCENTAGE CALCULATION				
	VOID	SOLID	TOTAL AREA	%
2ND AVE ELEVATION	485 SQ. FT.	1,541 SQ. FT.	2,026 SQ. FT.	23.8%
3RD AVE ELEVATION	555 SQ. FT.	1,470 SQ. FT.	1,898 SQ. FT.	29.2%
OCEAN AVE ELEVATION	3,344 SQ. FT.	4,845 SQ. FT.	8,190 SQ. FT.	40.8%

1 SCHEMATIC ELEVATIONS

SCALE: 1/16"=1'-0"

2 FENESTRATION CALCULATIONS



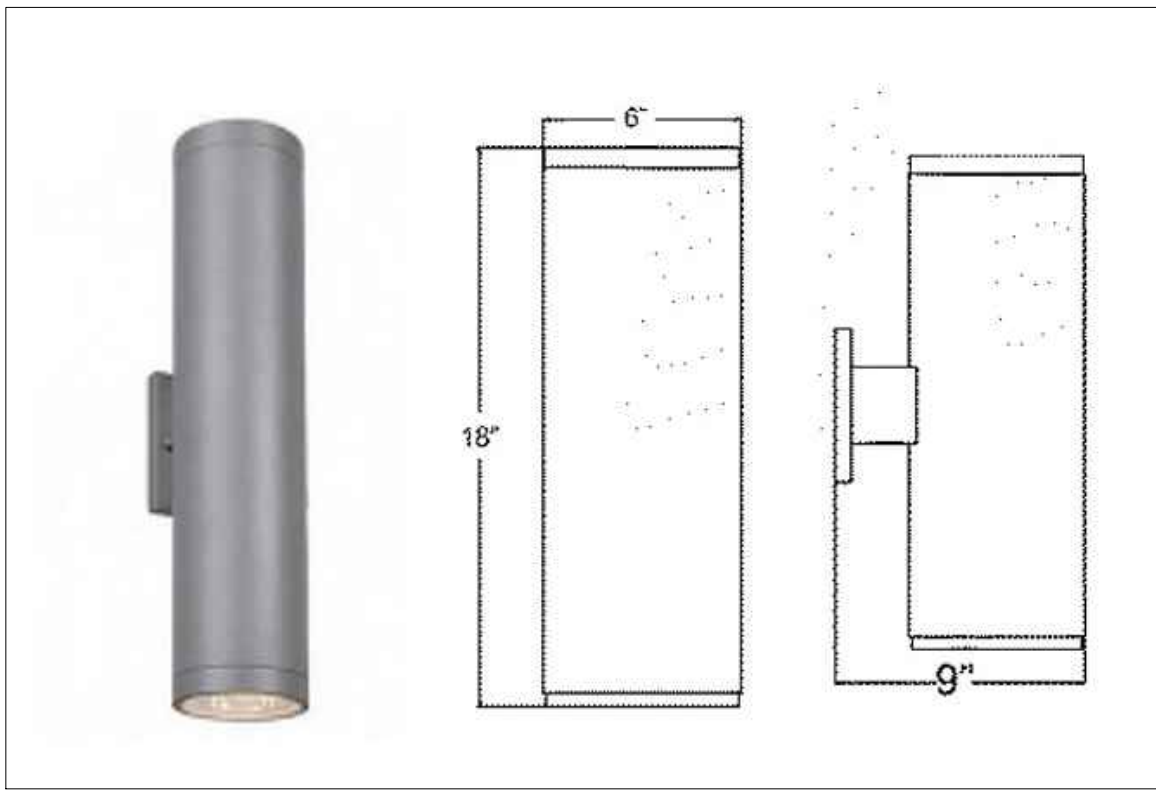
3 ENLARGED ELEVATION - RESIDENTIAL ENTRANCE

SCALE: 1/4"=1'-0"



4 ENLARGED ELEVATION - RETAIL ENTRANCE

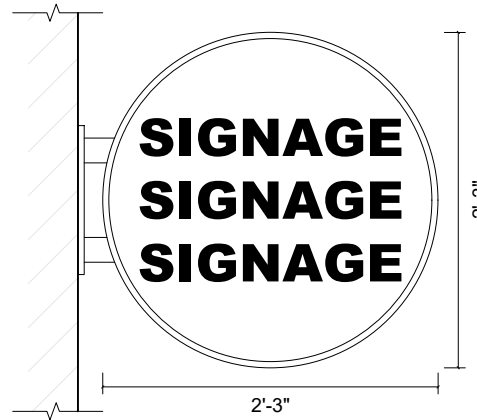
SCALE: 1/4"=1'-0"



SANDPIPER LED OUTDOOR ROUND CYLINDER WALL SCONCE OR APPROVED EQUAL

5 LIGHTING FIXTURE

SCALE: NTS



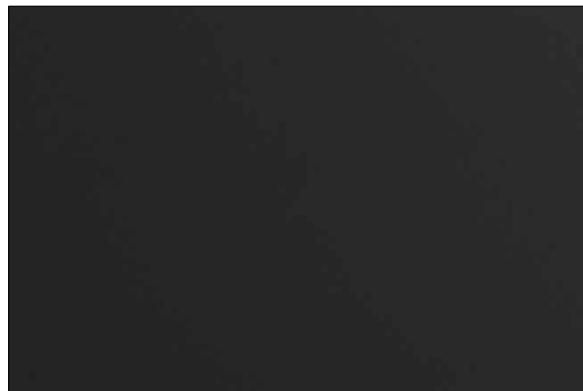
SIGNAGE DETAILS
AREA = 4.0 SQ. FT.

BLADE SIGN MOUNTED 10'-0" HIGH FROM 1ST FLOOR LEVEL. (1) BLADE SIGN PERMITTED PER RETAIL LOCATION WITH A MAXIMUM AREA OF 4 SQ. FT AS PER ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

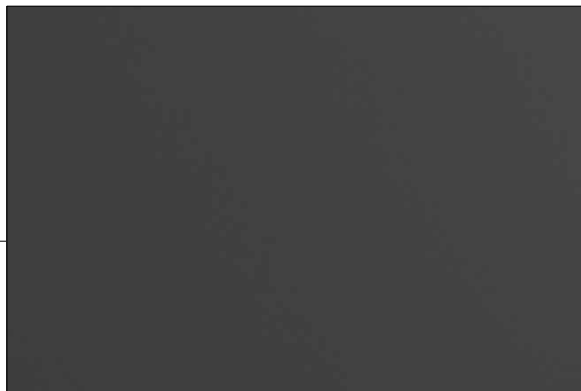
6 BLADE SIGNAGE

SCALE: NTS

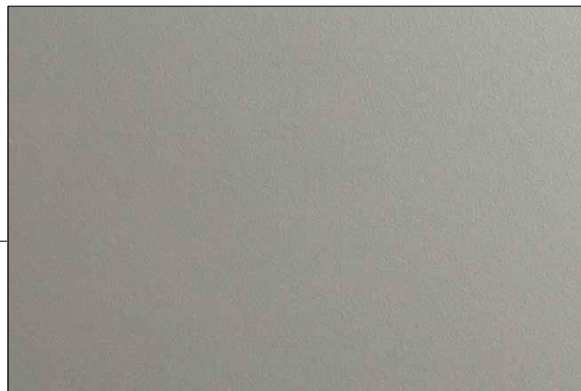
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"BLACK SMOOTH"
STEEL REINFORCED UPVC WINDOW
BY INTUS
OR ARCHITECT APPROVED REPLACEMENT



"CHARCOAL"
ALUMINUM COMPOSITE PANEL
OR ARCHITECT APPROVED REPLACEMENT

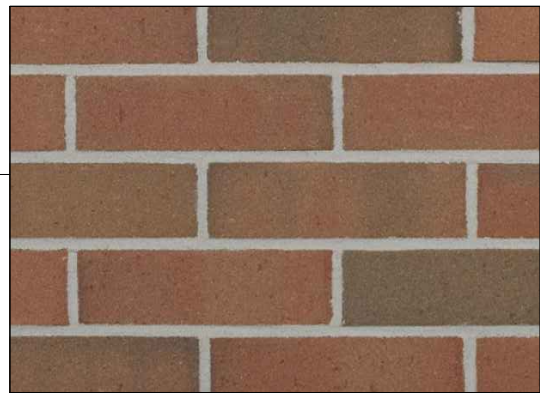


"ANODIZED SILVER"
ALUMINUM COMPOSITE PANEL
OR ARCHITECT APPROVED REPLACEMENT



"JAPANESE CEDAR"
NEWTECHWOOD ALUSION

COMPOSITE WOOD
OR ARCHITECT APPROVED REPLACEMENT



"CANYON BLEND"
GLEN GERY FACE BRICK

RUNNING BOND BRICK
MODULAR SIZE
OR ARCHITECT APPROVED REPLACEMENT



"BROWN SMOTOH IRONSPOT"
GLEN GERY FACE BRICK

RUNNING BOND BRICK
MODULAR SIZE
OR ARCHITECT APPROVED REPLACEMENT

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		PACKAGE
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#	Date	Issue
Project Title		
BLOCK 4004		
ASBURY PARK, NJ		
Project Description		
TOWNHOME DEVELOPMENT		
Applicant		
STARFIELD		
Project Number:		
22-1618		
Drawn by		
GL		
Checked by		
FJM, ACV		
Scale		
As Noted		
Sheet Title		
MATERIAL BOARD		
Sheet Number		
A-07		



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Project Title

BLOCK 4004

ASBURY PARK, N.J.

Project Description

TOWNHOME DEVELOPMENT

Applicant

STARFIELD

Project Number: 22-1618

Drawn by : GL

Checked by : FJM, ACY

Scale : As Noted

Sheet Title

RENDERING

Sheet Number

A-08



VIEW ALONG SECOND AVENUE

VOIDS: 5096 SF
SOLID: 14,435 SF
VOID-TO-SOLID RATIO: $5096 / 14,435 = 0.353 \times 100 = 35.30 \%$
WINDOWS & DOORS: 3,206.5 SF
FENESTRATION RATIO: $3206.5 / 14,435 = 0.222 \times 100 = 22.20 \%$



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ktgy.com

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 3/32" = 1'-0"

**FRONT ELEVATION
BUILDING - B**

A1.0



VIEW ALONG ALLEY

VOIDS: 2,214 SF
SOLID: 14,318 SF
VOID-TO-SOLID RATIO: $2,214 / 14,318 = 0.154 \times 100 = 15.40 \%$
WINDOWS & DOORS: 2,321.5 SF
FENESTRATION RATIO: $2,321 / 14,318 = 0.162 \times 100 = 16.20 \%$



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AMERICA'S LUXURY HOME BUILDER®

ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 3/32" = 1'-0"

**REAR ELEVATION
BUILDING - B**

A1.1



VIEW ALONG THIRD AVENUE

VOIDS: 5096 SF
SOLID: 14,435 SF
VOID-TO-SOLID RATIO: $5096 / 14,435 = 0.353 \times 100 = 35.30 \%$
WINDOWS & DOORS: 3,206.5 SF
FENESTRATION RATIO: $3206.5 / 14,435 = 0.222 \times 100 = 22.20 \%$



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ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 3/32" = 1'-0"

**FRONT ELEVATION
BUILDING - C**

A1.2



VIEW ALONG ALLEY

VOIDS: 2,214 SF
SOLID: 14,318 SF
VOID-TO-SOLID RATIO: $2,214 / 14,318 = 0.154 \times 100 = 15.40 \%$
WINDOWS & DOORS: 2,321.5 SF
FENESTRATION RATIO: $2,321 / 14,318 = 0.162 \times 100 = 16.20 \%$



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AMERICA'S LUXURY HOME BUILDER®

ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 3/32" = 1'-0"

**REAR ELEVATION
BUILDING - C**

A1.3



END ELEVATION (BUILDING - C)

END ELEVATION (BUILDING - B)

VIEW ALONG KINGSLEY STREET

VOIDS: 254 SF
SOLID: 2,956 SF
VOID-TO-SOLID RATIO: $254 / 2,956 = 0.086 \times 100 = 8.60 \%$
WINDOWS & DOORS: 307 SF
FENESTRATION RATIO: $307 / 2,956 = 0.104 \times 100 = 10.40 \%$



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ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 3/32" = 1'-0"

**END ELEVATIONS
BUILDINGS B AND C**

A1.4



END ELEVATION (BUILDING - B)

END ELEVATION (BUILDING - C)

VIEW AT REAR OF BUILDING A

VOIDS: 254 SF
SOLID: 2,956 SF
VOID-TO-SOLID RATIO: $254 / 2,956 = 0.086 \times 100 = 8.60 \%$
WINDOWS & DOORS: 278 SF
FENESTRATION RATIO: $278 / 2,956 = 0.094 \times 100 = 9.40 \%$



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ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 3/32" = 1'-0"

**END ELEVATIONS
BUILDINGS B AND C**

A1.5

CEMENTITIOUS PANEL
COLOR: COBBLE STONE

CEMENTITIOUS PANEL
COLOR: ARCTIC WHITE

BRICK
COLOR: COTTONWOOD (BY MERIDIAN OR EQUAL)

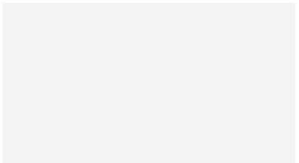
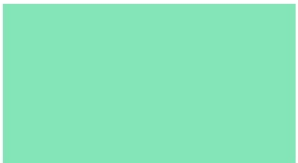
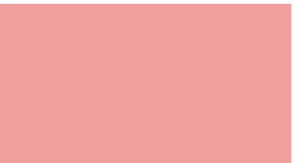
MAIN ENTRANCE STEEL DOOR
COLOR: HYPER BLUE (SW 6965)

HORIZONTAL RAILING
COLOR: BLACK

CEMENTITIOUS PANEL
COLOR: AGED PEWTER

VINYL WINDOWS
COLOR: WHITE

BRICK
COLOR: IVORYSTONE (BY PALMETTO OR EQUAL)
MAIN ENTRANCE ALUMINUM OR COMPOSITE DOOR
COLOR: CORAL BEAD (SW 6873)

								
COBBLE STONE	AGED PEWTER	ARCTIC WHITE	OSAGE ORANGE (SW 6890)	CLEAN GREEN (SW 6933)	HYPER BLUE (SW 6965)	CORAL BEAD (SW 6873)	IVORY STONE	COTTON WOOD



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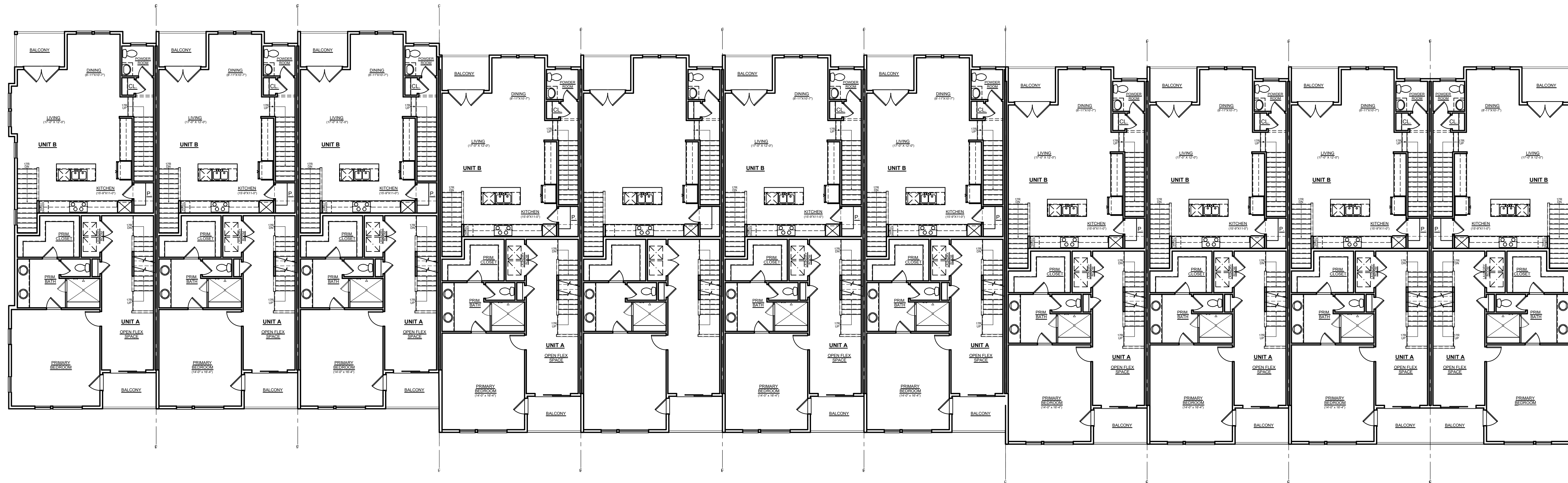
ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512.00

SCHEMATIC DESIGN
AUGUST 30, 2024

SCALE: 1/4" = 1'-0"

FRONT ELEVATION
MATERIAL DESCRIPTION

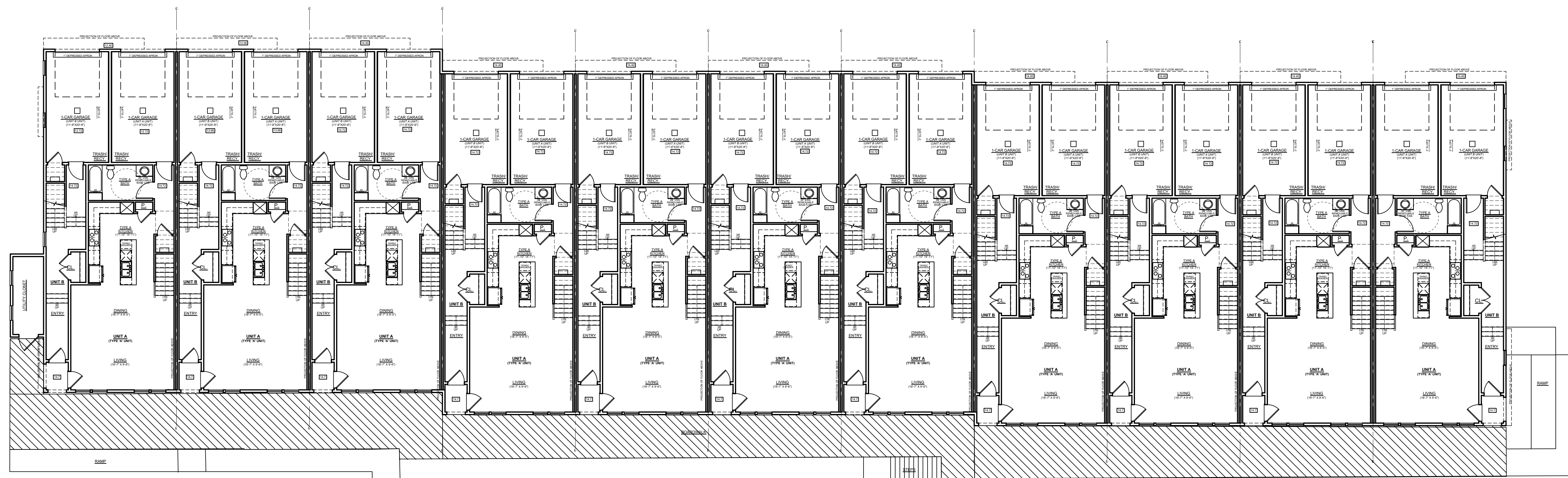
A1.6



BUILDING B STRIP - SECOND FLOOR

SCALE: 3/32"=1'-0"

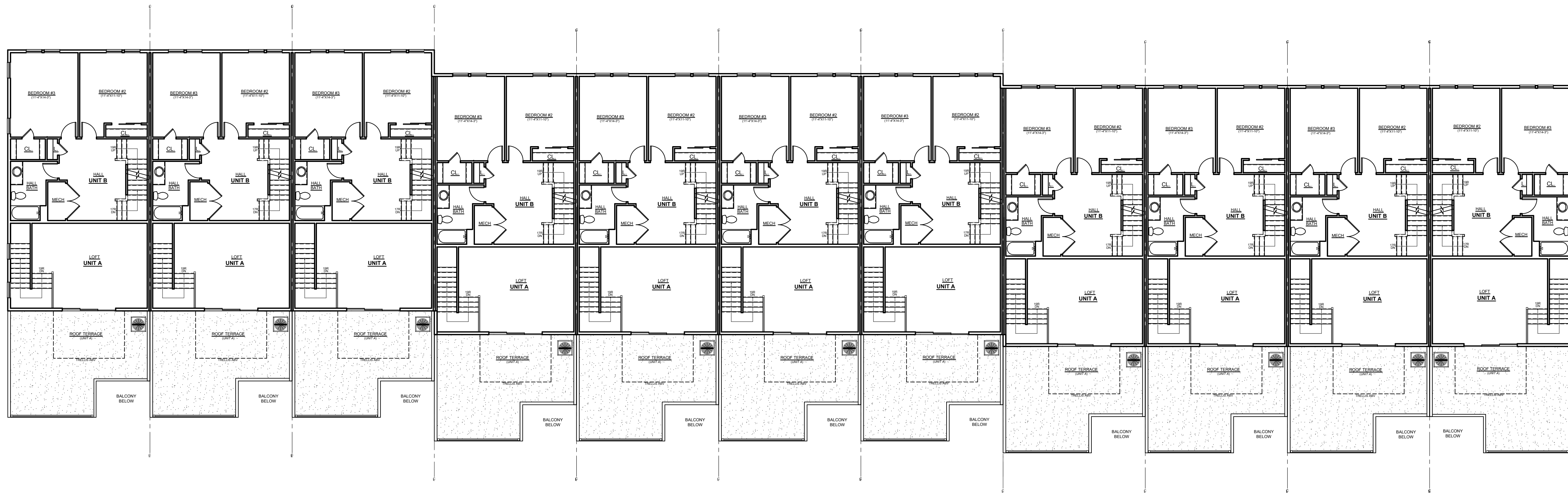
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BUILDING B STRIP - FIRST FLOOR

SCALE: 3/32"=1'-0"

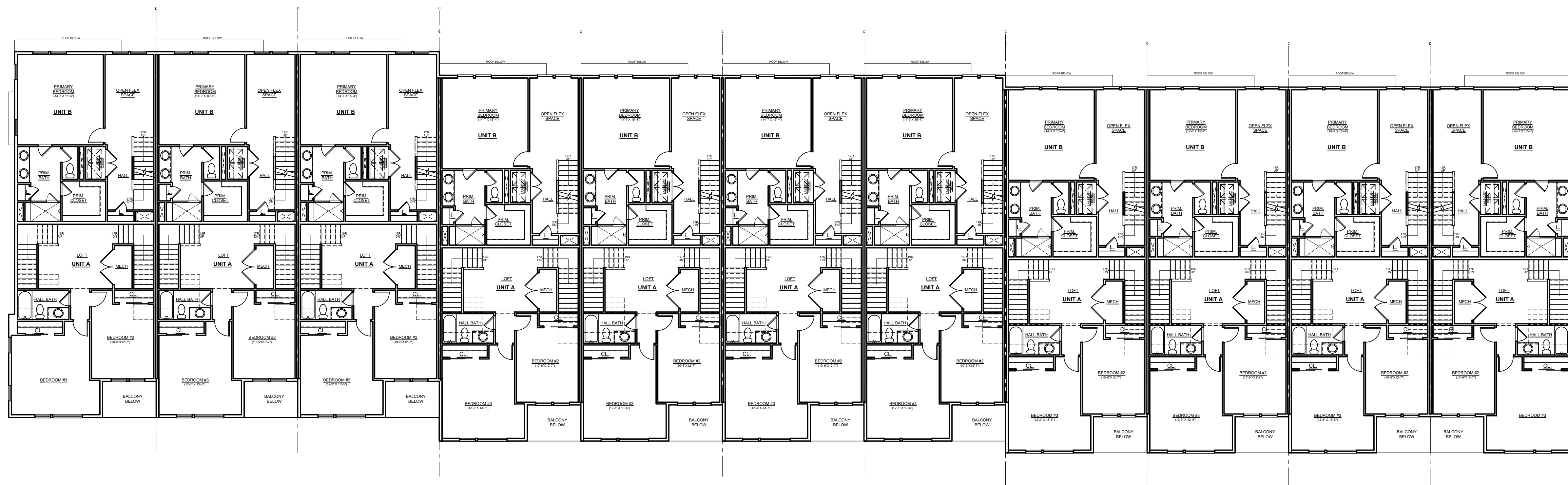
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BUILDING B STRIP - FOURTH FLOOR

SCALE: 3/32"=1'-0"

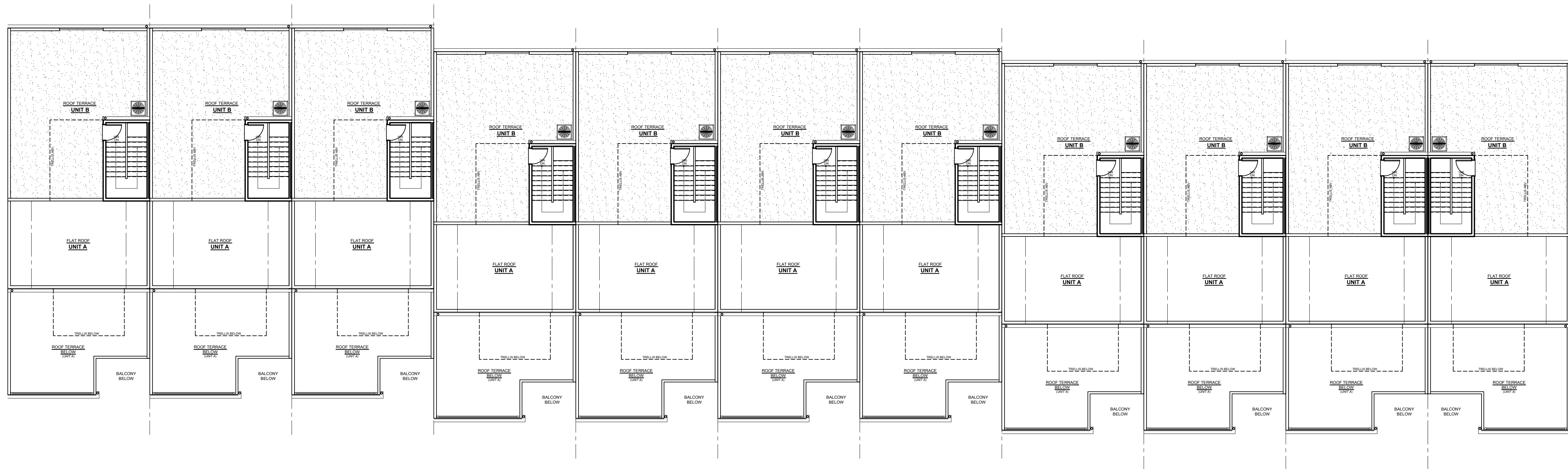
2



BUILDING B STRIP - THIRD FLOOR

SCALE: 3/32"=1'-0"

1



BUILDING B STRIP - TERRACE

SCALE: 3/32"=1'-0"

1



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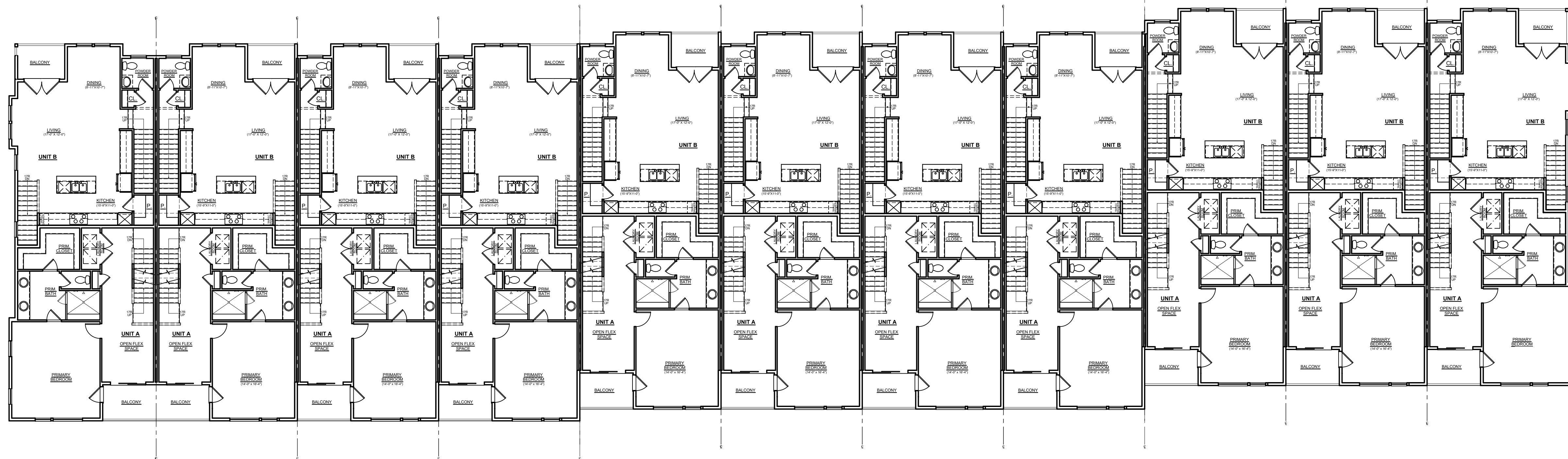
ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512

SCHEMATIC DESIGN
AUGUST 30, 2024

UNIT A: TOTAL AREA 2,477 SF
UNIT B: TOTAL AREA 2,334 SF

BUILDING B
TERRACE PLAN

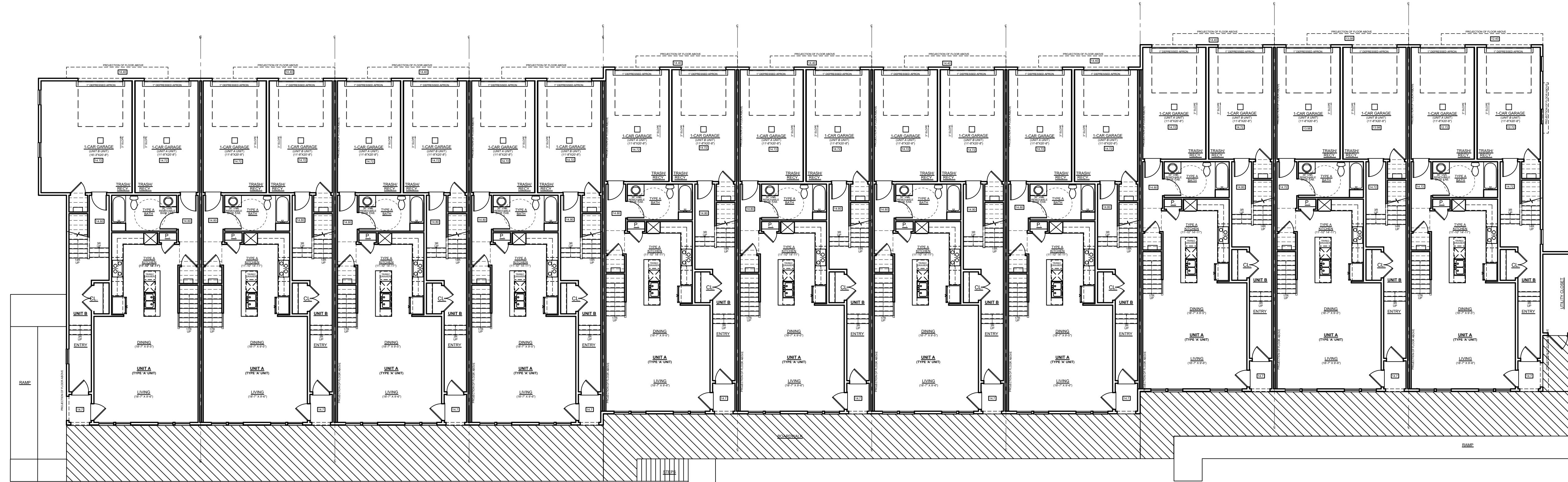
A2.2



BUILDING C STRIP - SECOND FLOOR

SCALE: 3/32"=1'-0"

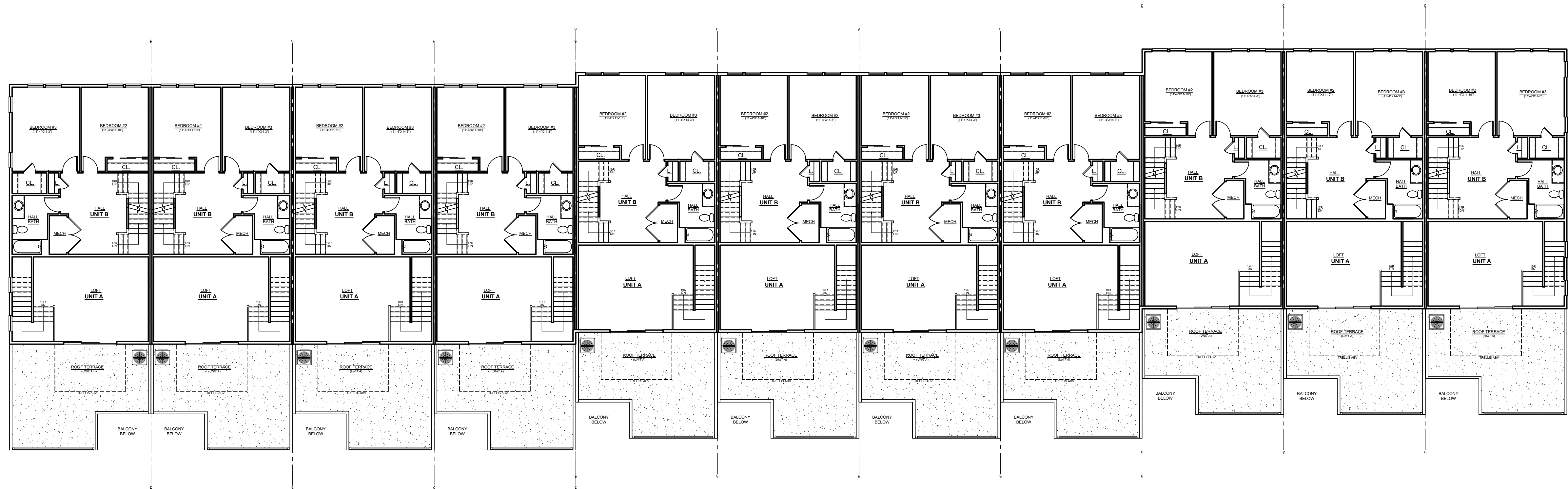
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BUILDING C STRIP - FIRST FLOOR

SCALE: 3/32"=1'-0"

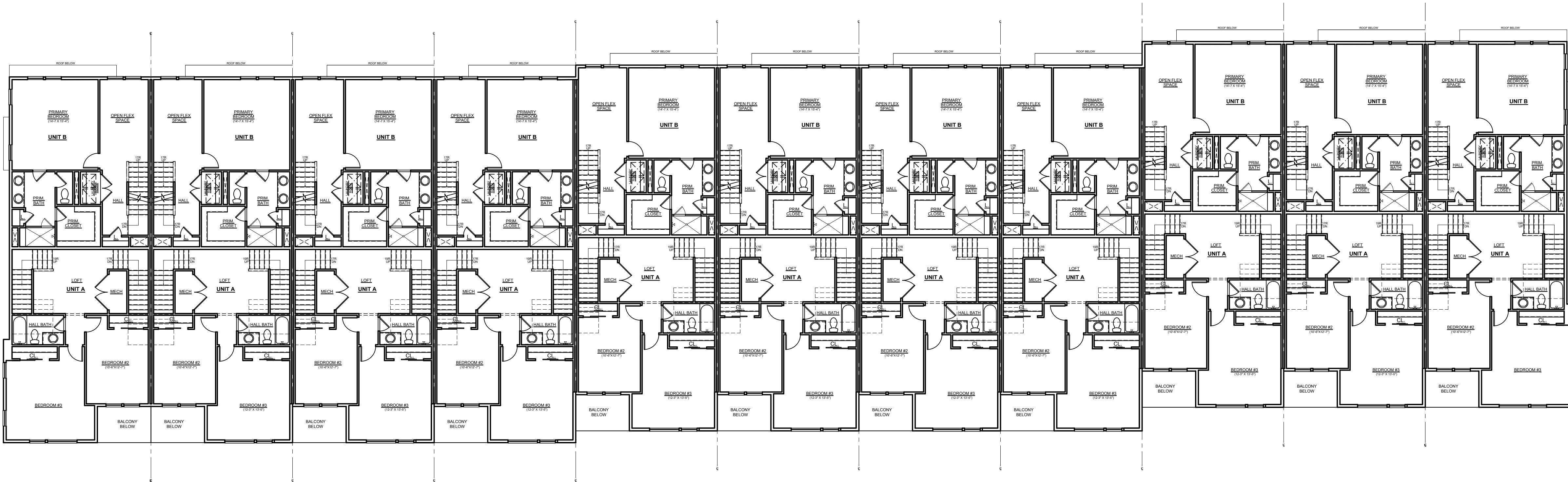
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BUILDING C STRIP - FOURTH FLOOR

SCALE: 3/32"=1'-0"

2



BUILDING C STRIP - THIRD FLOOR

SCALE: 3/32"=1'-0"

1



BUILDING C STRIP - TERRACE

SCALE: 3/32"=1'-0"

1



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ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512

SCHEMATIC DESIGN
AUGUST 30, 2024

UNIT A: TOTAL AREA 2,477 SF
UNIT B: TOTAL AREA 2,334 SF

BUILDING C
TERRACE PLAN

A2.5



Attachment: Block 4004 for website (2024-113 : Presentation 1001 Ocean Avenue, 105 Third Avenue and 105 Second Avenue- Block 4004, Lots 1,2, and 3)



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ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512

SCHEMATIC DESIGN
SEPTEMBER 20, 2024

STREETSCAPE RENDERING
BUILDING-B

A3.0



Attachment: Block 4004 for website (2024-113 : Presentation 1001 Ocean Avenue, 105 Third Avenue and 105 Second Avenue- Block 4004, Lots 1, 2, and 3)



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ASBURY PARK - BLOCK 4004
ASBURY PARK, NJ # 20230512

SCHEMATIC DESIGN
SEPTEMBER 20, 2024

STREETSCAPE RENDERING
BUILDING-C

A3.1

PROPERTY OWNERS WITHIN 200 FEET OF SUBJECT PROPERTY (BLOCK 4004 LOTS 1, 2, & 3):
PROPERTY OWNERS WITHIN 200 FEET OF BLOCK 4004, LOTS 1, 2, & 3, LIST HAS BEEN PREPARED BY MICHAEL DEL RE, CTA – CITY OF ASBURY
PARK DATED MAY 17, 2024

BLK LOT	PROPERTY OWNER	PROPERTY LOCATION	
4003-6	209-213 FOURTH AVENUE LLC	1005 MAIN STREET	ASBURY PARK, NJ 07712
4003-7	209-213 FOURTH AVE LLC	1005 MAIN STREET	ASBURY PARK, NJ 07712
4003-8	611 ASBURY INC	17 HEIDL AVENUE	WEST LONG BRANCH, NJ 07764
3902-1	ASBURY PARTNERS LLC % TAR FINANCIA	1114 AVE OF THE AMER 39FL	NEW YORK, NY 10036
3902-2	ASBURY PARTNERS LLC % STARFIELD	1114 AVE OF THE AMER 39FL	NEW YORK, NY 10036
3902-3	STONE PONY PARTNERS LLC% STARFIELD	1114 AVE OF THE AMER 39FL	NEW YORK, NY 10036
4004-1	ASBURY PARTNERS LLC&M% III ALBION	1089 OCEAN AVENUE	ASBURY PARK, NJ 07712
4004-2	ASBURY PARTNERS LLC&M% III ALBION	1089 OCEAN AVENUE	ASBURY PARK, NJ 07712
4004-3	ASBURY PARTNERS LLC&M% III ALBION	1089 OCEAN AVENUE	ASBURY PARK, NJ 07712
4001-2.01	AP BLOCK 4001 VENTURE URBAN RENEWAL	1089 OCEAN AVE 3RD FLOOR	ASBURY PARK, NJ 07712
4002-1	AP BLOCK 176 VENTURE URE % STARFIELD	1114 AVE OF THE AMER 39FL	NEW YORK, NY 10036
4501-1.01	CITY OF ASBURY PARK	1 MUNICIPAL PLAZA	ASBURY PARK, NJ 07712
4502-1.08	MADISON ASBURY RETAIL LLC %MADISON	1100 OCEAN AVENUE	ASBURY PARK, NJ 07712
4502-1.09	MADISON ASBURY RETAIL LLC	1100 OCEAN AVENUE	ASBURY PARK, NJ 07712
4502-1.10	THIRD AVENUE PAVILION LLC	1300 OCEAN AVENUE STE M1	ASBURY PARK, NJ 07712
4502-1.11	MADISON ASBURY RETAIL LLC	1100 OCEAN AVENUE	ASBURY PARK, NJ 07712
4502-1.13	MADISON ASBURY RETAIL LLC %MADISON	1100 OCEAN AVENUE	ASBURY PARK, NJ 07712
3901-5	BLACKBIRD AT ASBURY LLC	601 BANGS SUITE 402	ASBURY PARK, NJ 07712
4003-5	FASANO PATRICK	PO BOX 737	ASBURY PARK, NJ 07712

RICHARD S. COHEN, SECRETARY & CORPORATE COUNSEL
JERSEY CENTRAL POWER AND LIGHT COMPANY
300 MADISON AVENUE
MORRISTOWN, NJ 07962-1911

OLETA HARDEN, SR., VICE PRESIDENT AND SECRETARY
NEW JERSEY NATURAL GAS COMPANY
1514 WYCKOFF ROAD PO BOX 1464
WALL, NJ 07719

NEW JERSEY -AMERICAN WATER COMPANY, INC.
C/O GENERAL TAX DEPT.
PO BOX 5627
CHERRY HILL, NJ 08034

CABLEVISION
ENGINEERING DEPARTMENT
1501 18TH AVENUE
WALL, NJ 07719

ASBURY PARK ENGINEERING
PUBLIC WORKS & SEWER DEPT.
9 MAIN STREET
ASBURY PARK, NJ 07712

RUDY GUERDS, DIRECTOR
PROPERTY MANAGEMENT
NEW JERSEY TRANSIT CORPORATION
ONE PENN PLAZA EAST, 7TH FLOOR
NEWARK, NJ 07105-2246

ROBERT W CLARK, DIRECTOR
MONMOUTH COUNTY PLANNING BOARD
HALL OF RECORDS ANNEX
MAIN STREET
FREEHOLD, NJ 07728

THOMAS DOWD, REGIONAL ENGINEER NJ DOT
CENTRAL REGION PERMITS
100 DANIELS WAY
FREEHOLD, NJ 07728

STATE OF NEW JERSEY
DEPT OF ENVIRONMENTAL PROTECTION
LAND USE MANAGEMENT & COMPLIANCE
PO BOX 439
TRENTON, NJ 08625-0439



01	09/18/2024	REVISED FOR COUNCIL SUBMISSION		SP /NAN	JRB/SRB
No.	Date	Revision	Revised By	Checked By	

REQUIREMENTS:	PERMITTED:	EXISTING:	PROPOSED:
MINIMUM LOT AREA	15,000 S.F.	76,447 S.F.	15,638 S.F. FOR PROPOSED LOT A 60,809 S.F. FOR PROPOSED LOT B
MINIMUM LOT FRONTAGE	100 FT	200 FT	NO CHANGE
MINIMUM LOT WIDTH	N/A	200 FT	NO CHANGE
MINIMUM LOT DEPTH	N/A	350.48 FT	NO CHANGE
MINIMUM SETBACK ON PUBLIC STREET	0 FT	N/A	0 FT
MAXIMUM BUILDING HEIGHT	3 STORIES ALONG OCEAN AVE AND KINGSLEY STREET 4 STORIES ALONG EASTERN PORTION OF SECOND AND THIRD AVENUE 8 STORIES ALONG WESTERN PORTION OF THIRD AVENUE	N/A	4 STORIES WITH A PENTHOUSE
MAXIMUM IMPERVIOUS COVERAGE	90% FOR THE ENTIRE REDEVELOPMENT AREA	100%	94.7% (COMPLIES WITH THE MAXIMUM PERMITTED IN THE REDEVELOPMENT AREA)

FPA
FRENCH & PARRELLO
ASSOCIATES

New Jersey ▲ New York ▲ Pe

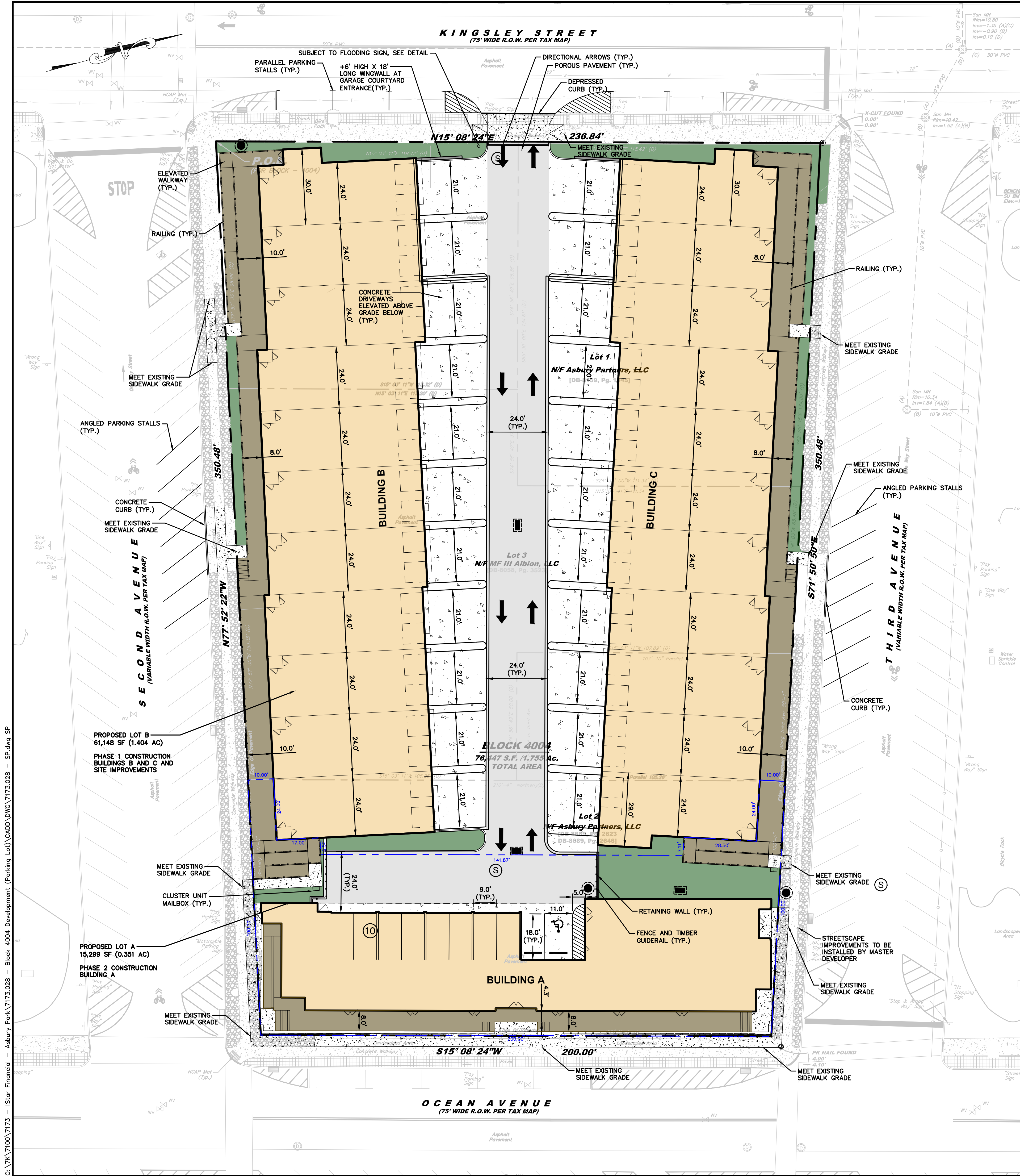
COVER SHEET

FOR

4004 ASBURY PARK
BLOCK 4004 LOTS 1, 2, & 3

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

DATE: 07/02/2024	DESIGNED BY: SP	SCALE: AS SHOWN	PROJECT NUMBER: 7173.028
DRAWN BY: KAN/SP	CHECKED BY: LR	FIELD BOOK	SHEET: 1 of 6



LEGEND:

- LOT SUBDIVISION LINE
- PROPOSED BUILDING
- ELEVATED CONCRETE DECKING
- POROUS PAVEMENT
- LANDSCAPE AREAS
- ELEVATED WALKWAY
- CONCRETE SIDEWALK

01	09/18/2024	REVISED FOR COUNCIL SUBMISSION	SP/KAN	JBB/SRB
No.	Date	Revision	Revised By	Checked By
20 10 0 20 40				
1" = 20'				



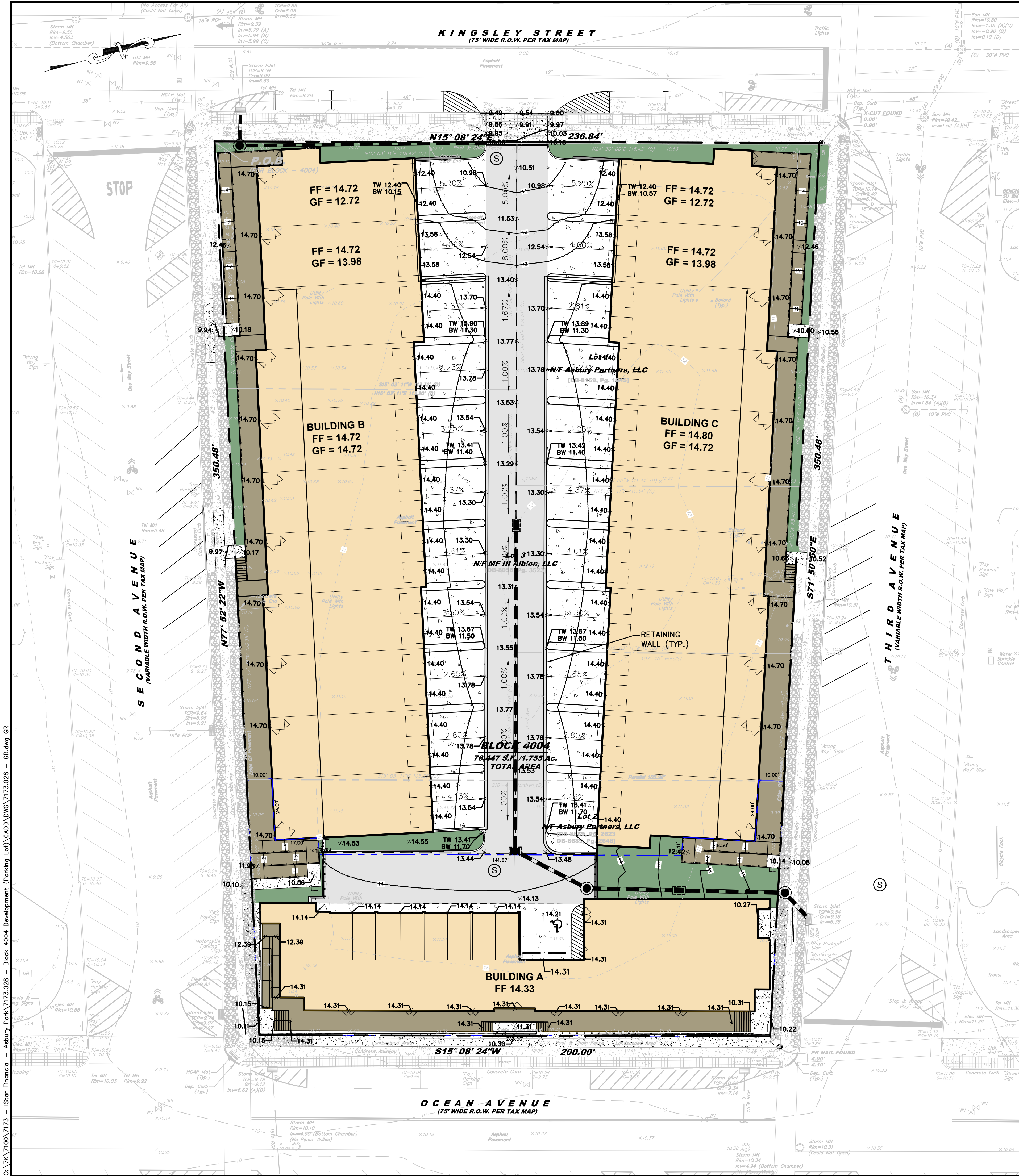
Corporate Office:
1800 Rt. 34, Suite 101
Wall, New Jersey 07719
732.312.9800

FPAengineers.com

JELENA BALORDA-BARONE, P.E.
PROFESSIONAL ENGINEER, N.J. LIC. No. 44465

SITE AND LAYOUT PLAN
FOR
4004 ASBURY PARK
BLOCK 4004 LOTS 1, 2, & 3
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

DATE: 07/02/2024	DESIGNED BY: SP	SCALE: 1" = 20'	PROJECT NUMBER: 7173.028
DRAWN BY: KAN/SP	CHECKED BY: LB	FIELD BOOK	SHEET: 2 of 6



STORMWATER MANAGEMENT NOTES:

- 1. STORMWATER QUANTITY**
THE PROPOSED DEVELOPMENT RESULTS IN AN OVERALL DECREASE OF IMPERVIOUS SURFACES OF ±4,267 SF. THE TIME OF CONCENTRATION WILL NOT CHANGE, THEREFORE THE POST DEVELOPMENT HYDROGRAPH WILL BE LESS THAN THE PRE-DEVELOPMENT HYDROGRAPH AND THERE WILL BE NO INCREASE IN PEAK RUNOFF RATES OR VOLUME.
- 2. STORMWATER QUALITY**
THERE IS AN OVERALL NET DECREASE IN THE MOTOR VEHICLE SURFACE ON THE SITE FROM 76,447 SF TO 22,469 SF. BASED ON NEW JERSEY STORMWATER RULES FOR REDEVELOPMENT THE MOTOR VEHICLE SURFACE HAS A REQUIRED TSS REMOVAL RATE OF 50%. THE DRIVE AISLE AND PARKING LOT WILL BE POROUS PAVEMENT, THE DRIVEWAYS WILL BE TREATED BY THE DRIVE AISLE, THEREFORE BY TREATING ALL MOTOR VEHICLE SURFACES TO 80% TSS REMOVAL, THE WATER QUALITY REQUIREMENT WILL BE MET.
- 3. GROUNDWATER RECHARGE**
THE PROJECT IS LOCATED IN THE PLANNING AREA PA-1 AND THE SITE IS CURRENTLY DEVELOPED WITH AN EXISTING PARKING LOT. THEREFORE, THE PROJECT IS CONSIDERED TO BE IN AN "URBAN REDEVELOPMENT AREA". THEREFORE, PER N.J.A.C. 7:8-5.4(B)2, THE GROUNDWATER RECHARGE REQUIREMENTS DO NOT APPLY.
- 4. GREEN INFRASTRUCTURE**
POROUS PAVEMENT WILL BE USED TO TREAT THE PROPOSED MOTOR VEHICLE SURFACE FOR WATER QUALITY. POROUS PAVEMENT WITH A TRIBUTARY ACRE LESS THAN 2.5 ACRES IS CONSIDERED A SMALL SCALE GREEN INFRASTRUCTURE, THEREFORE MEETING THE NEW JERSEY GREEN INFRASTRUCTURE REQUIREMENT.

LEGEND:

- LOT SUBDIVISION LINE
- ELEVATED CONCRETE DECKING
- POROUS PAVEMENT
- LANDSCAPE AREAS
- ELEVATED WALKWAY
- CONCRETE SIDEWALK

01	09/18/2024	REVISED FOR COUNCIL SUBMISSION	SP/KAN	JBB/SRB
No.	Date	Revision	Revised By	Checked By
20 10 0 20 40 1" = 20'				



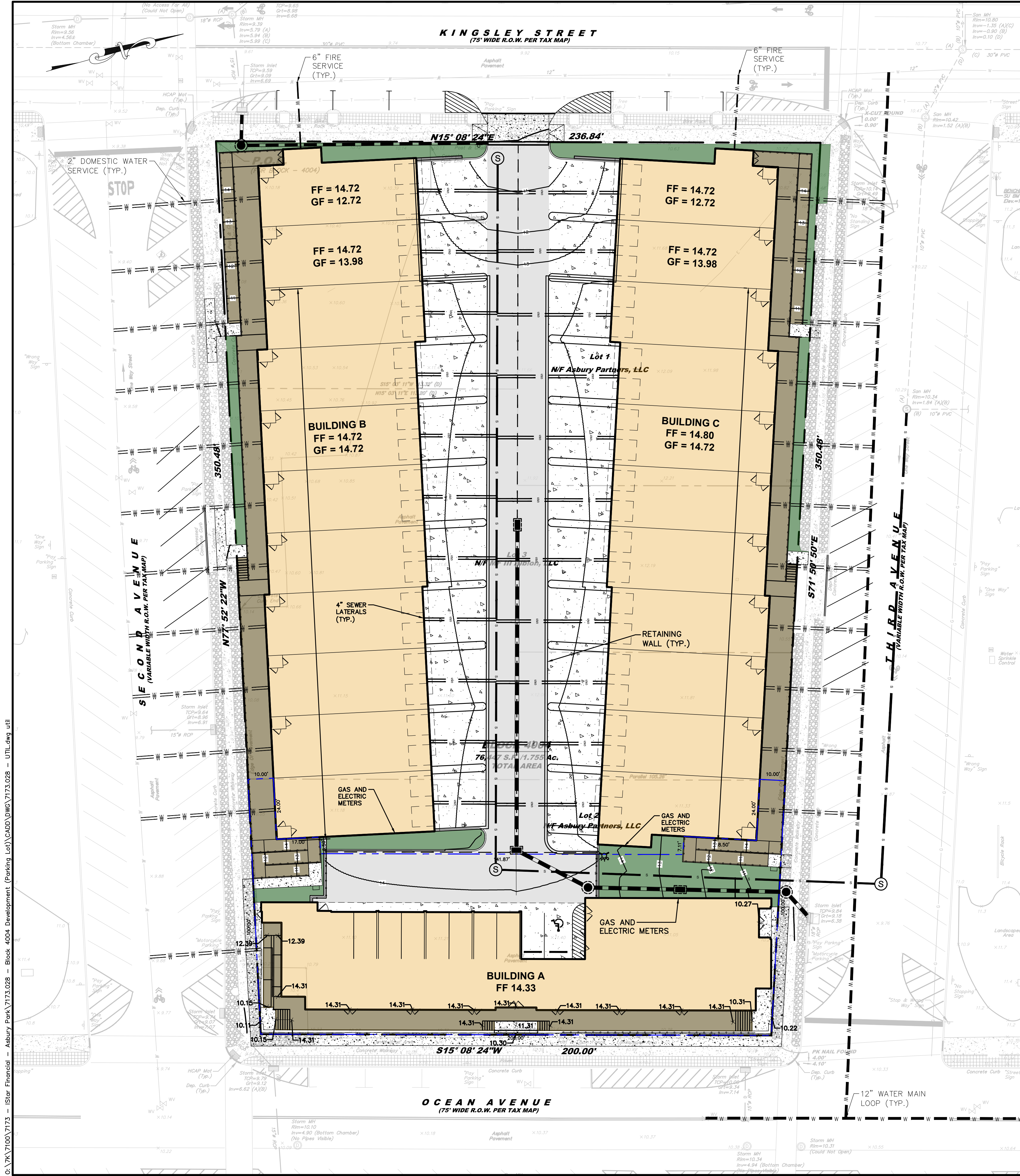
Corporate Office:
1800 Rt. 34, Suite 101
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732.312.9800
FPAengineers.com

JELENA BALORDA-BARONE, P.E.
PROFESSIONAL ENGINEER, N.J. LIC. No. 44465

GRADING AND DRAINAGE PLAN

FOR
4004 ASBURY PARK
BLOCK 4004 LOTS 1, 2, & 3
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

DATE: 07/02/2024	DESIGNED BY: SP	SCALE: 1" = 20'	PROJECT NUMBER: 7173.028
DRAWN BY: KAN/SP	CHECKED BY: LB	FIELD BOOK	SHEET: 3 of 6



C:\Users\jbarone\OneDrive\Desktop\Asbury Park\7173.028 - Block 4004 Development (Parking Lot)\CADD\DWG\7173.028 - UTLL.dwg
0: 7K\7100\7173 - IStar Financial - Asbury Park\7173.028 - Block 4004 Development (Parking Lot)\CADD\DWG\7173.028 - UTLL.dwg

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01		09/18/2024	REVISED FOR COUNCIL SUBMISSION	SP/KAN	JBB/SRB
No.	Date		Revision	Revised By	Checked By
20 10 0 20 40 1" = 20'					



FRENCH & PARRELLO ASSOCIATES

New Jersey New York Pennsylvania Georgia

Corporate Office:
1800 Rt. 34, Suite 101
Wall, New Jersey 07719
732.312.9800

FPAengineers.com

UTILITY PLAN

FOR

4004 ASBURY PARK

BLOCK 4004 LOTS 1, 2, & 3

CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

DATE: 07/02/2024

DRAWN BY: KAN/SP

DESIGNED BY: SP

CHECKED BY: LB

SCALE: 1" = 20'

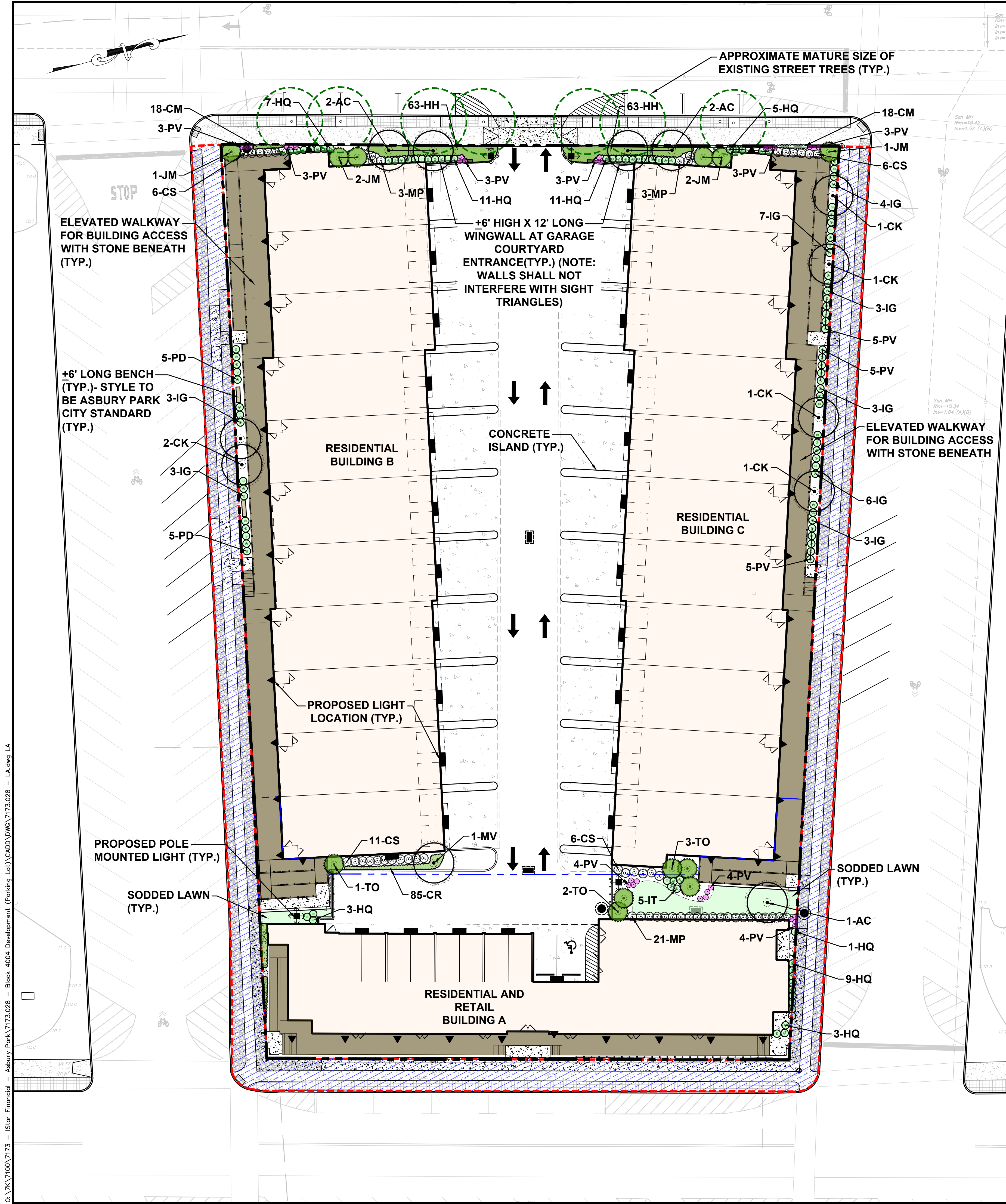
FIELD BOOK

PROJECT NUMBER: 7173.028

SHEET: 4 of 6

JELENA BALORDA-BARONE, P.E.

PROFESSIONAL ENGINEER, N.J. LIC. No. 44465



LANDSCAPE PLAN GENERAL NOTES:

- 1.) DO NOT INSTALL PROPOSED PLANT MATERIAL DIRECTLY ON TOP OF ANY PROPOSED OR EXISTING UNDERGROUND UTILITIES. FIELD ADJUST MATERIAL AS NEEDED FOR BOTH ABOVE AND BELOW GRADE FEATURES AS DIRECTED BY THE PROJECT PROFESSIONAL TO ACCOMMODATE ANY POTENTIAL CONFLICTS.
- 2.) A DRIP LINE IRRIGATION SYSTEM WILL BE PROVIDED FOR BOTH THE SODDED LAWN AND PLANTING BED AREAS.

LEGEND:

STREETSCAPE AREA TO BE IMPROVED BY MASTER BUILDER IN ACCORDANCE WITH ASBURY PARK INFRASTRUCTURE COMPONENT REPORT REVISED TO MAY 31, 2018

PROPOSED LIGHT FIXTURE

EXISTING TREE TO REMAIN - PROTECTIVE FENCING/DEMARCATON TO BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AT THE DRIPLINE /CANOPY OF TREES

APPROXIMATE CANOPY SIZE

APPROXIMATE CANOPY SIZE AT 20-25 YEARS GROWTH

PROPOSED PLANTS

APPROXIMATE CANOPY SIZE AT 20-25 YEARS GROWTH

PLANT SCHEDULE						
DECIDUOUS SHADE, EVERGREEN AND ORNAMENTAL TREES						
SYM	QTY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MATURE SIZE	REMARKS
D N&# W AC	5	AMELANCHIER CANADENSIS "PRINCE WILLIAM"	PRINCE WILLIAM SERVICEBERRY	8' HEIGHT	15'-20' HEIGHT AND SPREAD	B & B, WHITE FLOWERS SPRING, RED-ORANGE FALL COLOR, MULTI TRUNK, 3 TRUNKS MIN.
#W CK	6	CORNUS KOUSA	KOUSA DOGWOOD	8' HEIGHT	15'-30' HEIGHT AND SPREAD	B&B, WHITE FLOWERS
D N&# JM	6	JUNIPERUS SCOPULORUM 'MOONGLOW'	MOONGLOW JUNIPER	8' HEIGHT	15'-20' HEIGHT AND 8' SPREAD	B & B, EVERGREEN, COMPACT WIDTH, BLUE GREEN FOLIAIGE
NW MV	1	MAGNOLIA VIRGINIANA	SWEET BAY MAGNOLIA	8' HIEGHT	10'-35' HEIGHT AND SPREAD	B&B, WHITE FLOWERS
N&W TO	6	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	8' HEIGHT	20'-40' HEIGHT, 10'-15' SPREAD	B & B. EVERGREEN TREE
SHRUBS						
D N#W CS	29	CORNUS SERICEA 'FLAVIRAMEA'	YELLOW TWIG DOGWOOD	4' HEIGHT	5'-6' HEIGHT AND SPREAD	B & B, YELLOW TWIGS IN THE WINTER
N&W HQ	50	HYDRANGEA QUERCIFOLIA 'PEE WEE'	PEE WEE OAKLEAF HYDRANGEA	3' HEIGHT	4'-5' HEIGHT AND SPREAD	B & B, WHITE FLOWERS, SUMMER, OAK LEAF SHAPED FOLIAGE
D N&#W IG	32	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY HOLLY	2.5' HEIGHT	3'-4' HEIGHT AND SPREAD	B & B, EVERGREEN SHRUB
N&#W IT	5	ITEA VIRGINICA 'SPRICH'	LITTLE HENRY DWARF VIRGINIA SWEETSPIRE	1' HEIGHT	2'-3' HEIGHT AND SPREAD	# 7 CONT., DECIDUOUS COMPACT SHRUB, MATCHED SPECIMENS ONLY
N&# MP	27	MYRICA PENSYLVANICA	NORTHERN BAYBERRY	3' HEIGHT	5'-8' HEIGHT AND SPREAD	5 GAL CONT., DECIDUOUS SHRUB, MATCHED SPECIMENS ONLY
GROUNDCOVERS, PERENNIALS AND ORNAMENTAL GRASSES						
N# CR	85	CAREX ROSEA	ROSY SEDGE	6"-8" HEIGHT	12"-16" HEIGHT AND SPREAD	2 GAL CONT., 1' ON CENTER
D N# CM	36	COREOPSIS VERTICILATA 'MOONBEAM'	MOONBEAM THREADLEAF COREOPSIS	6"-8" HEIGHT	12"-25" HEIGHT AND SPREAD	2 GAL CONT., PERENNIAL, YELLOW FLWRS, JUNE-AUG., INSTALL AT 1' ON CENTER
D &#W HH	126	HEDERA HELIX 'BALITICA'	BALTIC ENGLISH IVY	6"-8" RUNNERS	1'-1.5' HEIGHT, 2' SPREAD	FLATS, EVERGREEN VINE, INSTALL AT 2' ON CENTER
D N&#W PV	45	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL BLUE SWITCHGRASS	6"-8" HEIGHT	36"-48" HEIGHT, 1'-2' SPREAD	2 GAL CONT., ORNAMENTAL GRASS WITH GRAY/SILVER FRONDS, PINK TONE TASSELS, IN FALL
D N# PD	10	SPOROBOLUS HETEROLEPIS	PRARIE DROPSEED	1'-2' HEIGHT AND SPREAD	6" HEIGHT	#1 CONTAINERS, NATIVE GRASS, PINK BROWN BLOOMS IN FALL

KEY:

N = NATIVE PLANT OF NORTH AMERICA

* = SPRING INSTALLATION ONLY

= SELDOM OR RARELY DAMAGED BY DEER AS PER RUTGERS AG AGENCY ([HTTP://NJAES.RUTGERS.EDU](http://NJAES.RUTGERS.EDU))

D = DROUGHT TOLERANT AS PER THE FOLLOWING SOURCES:

1. RUTGERS MASTER GARDENERS OF MERCER COUNTY, NEW JERSEY (mgofmc.org)

& = SALT SPRAY AND SALINE SOIL TOLERANT AS PER THE FOLLOWING SOURCES:

1. IMPACT OF ROAD SALT ON ADJACENT VEGETATION BY RUTGERS COOPERATIVE EXTENSION

W = MEDIUM TO WET WATER TOLERANCE

1. PER MISSOURI BOTANICAL GARDEN (www.missouribotanicalgarden.org)

01	09/18/2024	REVISED FOR COUNCIL SUBMISSION	SP/KAN	JBB/SRB
No.	Date	Revision	Revised By	Checked By
20 10 0 20 40 1" = 20'				



SARAH REBAR BISAHA, L.L.A., P.P.
LICENSED LANDSCAPE ARCHITECT, N.J. LIC. No. AS006839

LANDSCAPING PLAN
FOR
4004 ASBURY PARK
BLOCK 4004 LOTS 1, 2, & 3
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

DATE: 07/02/2024	DESIGNED BY: GM	SCALE: 1" = 20'	PROJECT NUMBER: 7173.028
DRAWN BY: GM	CHECKED BY: SRB	FIELD BOOK	SHEET: 5 of 6

C:\Users\jbb\OneDrive\Documents\4004 Development (Parking Lot)\CADD\DWG\7173.028 - LA.dwg LA



LUMINAIRE SCHEDULE				
SYMBOL	LIGHT TYPE	MANUFACTURER	LAMP TYPE	NOTES
	POLE MOUNTED LIGHT	HADCO LUMINAIRE	LED	DARK SKY COMPLIANT
	FRONT BUILDING LIGHT	DESTINATION LIGHTING	LED	DARK SKY COMPLIANT
	GARAGE LIGHT	LITHONIA LIGHTING	LED	DARK SKY COMPLIANT

- NOTES:
- ALL LIGHTS SHALL BE "DARK SKY COMPLIANT" AND FACE DOWNWARD
 - LIGHTS SHALL HAVE PHOTO SENSORS PROGRAMMED FROM DUSK TO DAWN. GARAGE MOUNTED LIGHTING SHALL BE MOTION SENSOR MOTION.
 - ANY CABLING AND ELECTRICAL SUPPLY FOR EXTERNAL LIGHTING SHALL BE INSTALLED UNDERGROUND
 - FRONT BUILDING LIGHTS SHALL BE PLACED ABOVE DOORWAYS UNLESS SHOWN OTHERWISE.

LEGEND:

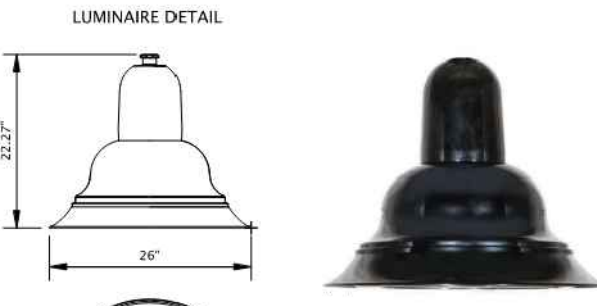
AREA WHERE STREETLIGHTS WILL BE INSTALLED BY MASTER BUILDER IN ACCORDANCE WITH ASBURY PARK INFRASTRUCTURE COMPONENT REPORT REVISED TO MAY 31, 2018



6-inch Black LED Tube
Architectural Wall Light Z700K 1840LM
DestinationLighting.com

Product Number: PL1840T1 or 655603
Manufacturer: HACO Lighting
Model Number: 054650-175401
Collection: Urban Architecture
Manufacturer Finish: Black
Manufacturer Shade Color: Black
Total Wattage: 12W
Voltage Type: Line Voltage
Voltage Input: 120V/277V
Average Rated Life: 40,000 hrs
Dimmable: 0/10V Dimmer
Height: 5.53 ft
Width: 6.39 ft
Depth: 1.13 ft
Warranty: 4 yr
Bulb Type: LED
Base Type: recessed LED
Number Of Bulbs: 1
Bulb Included: Yes
Beam Spread: Flood

Beam Spread Degree: 40
Dark Sky: Yes
ADA Compliant: No
EnergyStar Compliant: No
Shade Material: Metal, Glass
Material: Cast Aluminum
Shipping: UPS Region
Certification Agencies: ETL
Backplate Dimensions: 5 x 5
New Location: No
Damp Location: No
Harsh Environments: No
Weight: 2.15 lbs
Kelvin Temperature: 2700
Lumens: 1840
Color Rendering Index: 95
Made in America: No
Dark To Dawn: No
Motion Sensor: No
Title 24: No



Ordering guide									
Order	LEDs	Quantity	Mounting	Finish	Installation	Color Temp	Output	Warranty	Notes
CMF15	80	40	A	A	2	2700	1840	3	
CMF15	80	40	A	A	2	2700	1840	3	

MANUFACTURER: HADCO LUMINAIRE
HEIGHT: ±15'
NOTES: DARK SKY COMPLIANT
LIGHTS SHALL HAVE PHOTO SENSORS PROGRAMMED FROM DUSK TO DAWN

POLE MOUNTED LIGHT
NOT TO SCALE

MANUFACTURER: DESTINATION LIGHTING
HEIGHT: ±8'
NOTES: LIGHTS TO BE PLACED OVER DOOR UNLESS OTHERWISE INDICATED
DARK SKY COMPLIANT
LIGHTS SHALL BE OWNER OPERATED

FRONT BUILDING LIGHT
NOT TO SCALE



WDGE2 LED
Architectural Wall Sconce
Visual Comfort Optics

Ordering Information				EXAMPLE: WdGE2 LED P2 27K 80CRI TFTM MVOLT SRM DBLXD			
Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting	Finish
WdGE2 LED	P1	27K	80CRI	VF	120V/277V	WdGE2	SRM
	P2	27K	80CRI	VF	120V/277V	WdGE2	SRM
	P3	27K	80CRI	VF	120V/277V	WdGE2	SRM
	P4	27K	80CRI	VF	120V/277V	WdGE2	SRM
	P5	27K	80CRI	VF	120V/277V	WdGE2	SRM

MANUFACTURER: LITHONIA LIGHTING
HEIGHT: ±8'
NOTES: LIGHTS TO BE PLACED OVER GARAGE DOORS UNLESS OTHERWISE INDICATED
DARK SKY COMPLIANT
LIGHTS SHALL HAVE PHOTO SENSORS PROGRAMMED FROM DUSK TO DAWN

GARAGE DOOR OVERHEAD LIGHT
NOT TO SCALE

01	09/18/2024	REVISED FOR COUNCIL SUBMISSION	SP/KAN	JBB/SRB
No.	Date	Revision	Revised By	Checked By
1" = 20'				



Corporate Office:
1800 Rt. 34, Suite 101
Wall, New Jersey 07719
732.312.9800
FPAengineers.com

LIGHTING PLAN
FOR
4004 ASBURY PARK
BLOCK 4004 LOTS 1, 2, & 3
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

JELENA BALORDA-BARONE, P.E.
PROFESSIONAL ENGINEER, N.J. LIC. No. 44465

DATE: 07/02/2024	DESIGNED BY: GM	SCALE: 1" = 20'	PROJECT NUMBER: 7173.028
DRAWN BY: GM	CHECKED BY: LB	FIELD BOOK	SHEET: 6 of 6



- LEGEND:**
- LOT SUBDIVISION LINE
 - ELEVATED CONCRETE DECKING
 - POROUS PAVEMENT
 - LANDSCAPE AREAS
 - ELEVATED WALKWAY
 - CONCRETE SIDEWALK

01	09/18/2024	REVISED FOR COUNCIL SUBMISSION	SP/KAN	JBB/SRB
No.	Date	Revision	Revised By	Checked By
20100202040 1" = 20'				



JELENA BALORDA-BARONE, P.E.
PROFESSIONAL ENGINEER, N.J. LIC. No. 44465

STREET SCAPE PLAN FOR 4004 ASBURY PARK BLOCK 4004 LOTS 1, 2, & 3 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY			
DATE: 07/02/2024	DESIGNED BY: SP	SCALE: 1" = 20'	PROJECT NUMBER: 7173.028
DRAWN BY: KAN/SP	CHECKED BY: LB	FIELD BOOK	SHEET: 1 of 1

0: 7K:7100:7173 - Asbury Park 7173.028 - Block 4004 Development (Parking Lot) CADD.DWG 7173.028 - STREET SCAPE.dwg StreetScope



Minutes
Meeting of the Municipal Council
Wednesday, November 13, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-468 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

Minutes Acceptance: Minutes of Nov 13, 2024 6:00 PM (Minutes)

PROCLAMATION

1. Recognizing November 13, 2024 as "Jaiden Day"

Karyn Moskowitz of Interfaith Neighbors presented photos of community events with "Jai At Play" and the Mayor's Wellness Committee.

Mayor and Council presented a proclamation to Jaiden Farrell recognizing November 13, 2024 as "Jaiden Day."

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, Good Evening to everyone, I do not have anything to report on Recreation, we are taking a hiatus and we will reorg and report back to you in February.

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

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

2. 2024 Best Practices

CFO, JoAnn Boos presented the 2024 Best Practices review to Mayor and Council.

3. Presentation of proposed redevelopment by 209-213 Fourth Avenue, LLC for 201 Kingsley Street Block 4003, Lot 7

Presentation of the proposed development of a three-story restaurant and bar for property located at 201 Kingsley Street.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Caitlyn Dabney and Nancy Sabino made comments about the 201 Kingsley Street redevelopment presentation; and Matthew Whelan made a comment about the holiday tree lighting ceremony, and storefront window display contest for local businesses.

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

MINUTES

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

1. Municipal Council- Executive Meeting October 23, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Oct 23, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2024-469 Resolution Approving Special Event Applications
- 2024-470 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for David Beatty for Property Located at 700 Second Avenue, Asbury Park, New Jersey
- 2024-471 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for John & Linda Nguyen for Property Located at 1202 Sunset Avenue, Asbury Park, New Jersey
- 2024-472 Resolution Amending Resolution 2024-300 Approving 2024-2025 Alcoholic Beverage Control License For TBD, Inc.-D/B/A/ TAKA Restaurant In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects
- 2024-473 Resolution Accepting Mental Health Grant From New Jersey, Department of Human Services, Division of Mental Health Services

INDIVIDUAL RESOLUTIONS

- 2024-474 Resolution Approving Payment of Bills

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

2024-475 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department

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

2024-476 Resolution Authorizing the Purchase of a Rescue Strut Kit for the Fire Department

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

2024-477 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers

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

2024-478 Resolution Authorizing the Purchase of a New Fire Department Pumper Apparatus

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2024-479 Resolution Authorizing Monmouth-Ocean Educational Services Commission (MOESC) Cooperative Purchasing Membership

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

2024-480 Resolution Authorizing Various Repairs Needed to the Fire Department Reserve Ladder Apparatus

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

2024-481 Resolution Authorizing the Annual Renewal of First Due Software for the Fire Department

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

2024-482 Resolution Approving Change Order 12 for Memorial Drive Improvements Project

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

2024-483 Resolution Approving Change Order #3 for the 2022 Roadway Improvement Program

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

2024-484 Resolution Amending the Amount Due for the 4th Avenue and Heck Street Playground

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

2024-485 Resolution Awarding a Contract for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration

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

2024-486 Resolution Authorizing An Agreement With Visiting Nurse Association of Central Jersey For Public Health Nursing Services

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

2024-487 Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed \$2,271,000 Authorized By Two Bond Ordinances Heretofore Adopted To Finance Part Of The Cost Of Various General Improvements In The City Of Asbury Park, County Of Monmouth, New Jersey Into One Consolidated Issue Of Bonds And Providing For The Form, Maturities, Sale And Other Details Of Said Consolidated Issue

Minutes Acceptance: Minutes of Nov 13, 2024 6:00 PM (Minutes)

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

2024-488 Resolution of Approval of a Grant Extension from The New Jersey Department of Transportation for the Re-Construction of First Avenue

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

2024-489 Resolution Accepting Award Of A Safe Streets And Roads For All Grant From The United States Department Of Transportation And Authorizing Signatories

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

2024-491 Resolution Authorizing The Execution Of A Memorandum Of Understanding Concerning Regional Contribution Agreement Program Claims

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

ADJOURNMENT

The meeting was adjourned at 7:04 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 7:04 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Nov 13, 2024 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-493

Add 2024 Mayors Wellness Campaign Community Mental Health Grant - \$12,000.00



RESOLUTION NO. 2024-493

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2024 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - MAYORS WELLNESS CAMPAIGN
COMMUNITY MENTAL HEALTH 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 2024 in the sum of \$12,000.00. Which is now available from the NJ Health Care Quality Institute

BE IT FURTHER RESOLVED, that a like sum of \$12,000.00 hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Mayors Wellness Campaign Community Mental Health Grant

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-493 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

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

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-494

Add 2024 Additional National Opioid Settlement Proceeds in the amount of \$16,995.21



RESOLUTION NO. 2024-494

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$16,995.21. Which is now available from the NJ Department of Community Affairs National Opioid Settlement Proceeds.

BE IT FURTHER RESOLVED, that a like sum of \$16,995.21 hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

National Opioid Settlement Proceeds

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-494 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-495

This resolution is to refund overpaid property taxes. Both the homeowner and mortgage company paid. The homeowner has requested their money back and provided proof of payment. This can be placed on the consent agenda as this resolution is routine in nature.



RESOLUTION NO. 2024-495

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

RESOLUTION TO REFUND OVERPAID MUNICIPAL CHARGES FOR VARIOUS PROPERTIES

WHEREAS, the below properties have overpayments credited against their accounts;
and

WHEREAS, the Tax Collector has been requested, in writing, to refund the payer, who has provided documented proof of payment; and

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

-) Refund an overpayment of taxes in the amount of \$1,354.62 to Gina Jurlando, for Block 1606, Lot 18, 623 Church Street.
-) Refund an overpayment of taxes in the amount of \$1,260.48 to 147 Atkins LLC c/o Michael Rosenberg, for Block 1103, Lot 31, 147 Atkins Avenue.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-495 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK

BLQ: 1606. 18. Tax Year: 2024 to 2025
Owner Name: RECKEL, TIMOTHY & JURLANDO, GINA Property Location: 623 CHURCH STREET

Tax Year: 2024	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,700.22	1,700.21	1,354.63	1,354.62	6,109.68
Payments:	1,700.22	1,700.21	1,354.63	1,354.62	6,109.68
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2024 Prin Balance
		Description								
		Original Billed						6,109.68		6,109.68
02/02/24	1	Payment	001	65 CHECKS	CK	38781	480 CORE24Q1	1,700.22	0.00	4,409.46
		CORELOGIC \$3,481,029.05								
05/03/24	2	Payment	001	67 CHECKS	CK	39229	513 CORE24Q2	1,700.21	0.00	2,709.25
		CORELOGIC \$3,822,381.42								
08/21/24	3	Payment	001	63 CHECKS	CK	39764	518 CORE24Q3	1,354.63	0.00	1,354.62
		CORELOGIC \$4,866,820.90								
11/01/24	4	Payment	001	3884908493	CR	40094	20 WPTX1101	1,354.62	0.00	0.00
		ONLINE WIPP PAYMENT								

Tax Year: 2025	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,527.42	1,527.42	0.00	0.00	3,054.84
Payments:	1,354.62	0.00	0.00	0.00	1,354.62
Balance:	172.80	1,527.42	0.00	0.00	1,700.22

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2025 Prin Balance
		Description								
		Original Billed						3,054.84		3,054.84
11/08/24	1	Payment	001	64 CHECKS	CK	40143	522 CORE24Q4	1,354.62	0.00	1,700.22
		CORELOGIC BULK PYM \$5078535.09								

Total Principal Balance for Tax Years in Range: 1,700.22

Attachment: 623 CHURCH STREET (2024-495 : Resolution to Refund Overpaid Municipal Charges for Various Properties)

BLQ: 1103. 31. Tax Year: 2024 to 2025
Owner Name: 147 ATKINS LLC Property Location: 147 ATKINS AVENUE

Tax Year: 2024	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,003.36	1,003.35	1,260.49	1,260.48	4,527.68
Payments:	1,003.36	1,003.35	1,260.49	1,260.48	4,527.68
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2024 Prin Balance
		Description								
		Original Billed						4,527.68		4,527.68
01/25/24	1	Payment	001	3866383429	CK	38718	10 WPTX0125	1,003.36	0.00	3,524.32
		ONLINE WIPP PAYMENT								
05/13/24	2	Payment	001	3874056415	CK	39291	4 WPTX0513	1,003.35	2.68	2,520.97
		ONLINE WIPP PAYMENT								
08/07/24	3	Payment	001	3879407589	CK	39686	12 WPTX0807	1,260.49	0.00	1,260.48
		ONLINE WIPP PAYMENT								
11/01/24	4	Payment	001	3884943259	CK	40094	27 WPTX1101	1,260.48	0.00	0.00
		ONLINE WIPP PAYMENT								

Tax Year: 2025	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,131.92	1,131.92	0.00	0.00	2,263.84
Payments:	1,131.92	128.56	0.00	0.00	1,260.48
Balance:	0.00	1,003.36	0.00	0.00	1,003.36

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2025 Prin Balance
		Description								
		Original Billed						2,263.84		2,263.84
11/08/24	1	Payment	001	64 CHECKS	CK	40143	327 CORE24Q4	1,131.92	0.00	1,131.92
		CORELOGIC BULK PYM \$5078535.09								
11/08/24	2	Payment	001	64 CHECKS	CK	40143	1846 CORE24Q4	128.56	0.00	1,003.36
		CORELOGIC BULK PYM \$5078535.09								

Total Principal Balance for Tax Years in Range: 1,003.36

Attachment: 147 ATKINS AVENUE (2024-495 : Resolution to Refund Overpaid Municipal Charges for Various Properties)



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-496

Resolution authorizing the payment of bills in the amount of \$3,318,045.03



RESOLUTION NO. 2024-496

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

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$3,318,045.03

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

CURRENT VOUCHERS	\$ <u>3,318,045.03</u>
TOTAL VOUCHERS	\$ <u>3,318,045.03</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-496 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK

November 15, 2024
01:02 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P 3.D.1.a

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

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

3-01-20-130-000-223	FINANCE Condo Reimbursements					
15010CE	1501 Ocean Av. Condo Assoc. Inc	24-03113	April-Dec Trash Reimbursement	10,332.11	0.00	
	Extd Total:	FINANCIAL ADMINISTRATION		10,332.11		
	Department Total:	FINANCE		10,332.11		
	CAFR Total:			10,332.11		
	Fund Total:	CURRENT		10,332.11		
	Year Total:			10,332.11		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

4-01-20-100-000-207	ADMINISTRATION Contractual					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	483.75	0.00	B
BIRDS005	BIRDS BEWARE INC.	24-02596	4TH QTR 2024 CLEARING AND	1,200.00	0.00	B
BIRDS005	BIRDS BEWARE INC.	24-02598	4TH QTR 2024 CLEARING AND	600.00	0.00	B
				<u>2,283.75</u>		

4-01-20-100-000-209	ADMINISTRATION Professional Services					
CGPHL005	CGP&H, LLC	24-03280	INVOICE #52047 OCTOBER 2024	480.00	0.00	
CGPHL005	CGP&H, LLC	24-03281	INVOICE #52048 HOUSING REHAB	950.00	0.00	
				<u>1,430.00</u>		

4-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	24-03192	ACCT #117290 OCOTBER 2024	496.00	0.00	
	Extd Total:	ADMINISTRATION		4,209.75		
	Department Total:	ADMINISTRATION		4,209.75		

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PARKE005	PARKER MCCAY, PA	24-03261	#3189669 & #3189670 OCT 2024	4,159.09	0.00	
	Extd Total:	MUNICIPAL CLERK		4,159.09		
	Department Total:	MUNIC CLERK		4,159.09		

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-03058	Finance Supplies	881.21	0.00	
4-01-20-130-000-205	FINANCE Ads					
NJADV	NJ ADVANCE MEDIA LLC	24-03060	BID SOLID WASTE/RECY ADDENDA 1	165.86	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03076	RFQ - 2025 PROFESSIONALS	87.80	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-03110	JOB AD - DIR OF COMMUNICATIONS	115.00	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03114	REQUEST FOR QUOTE GEESECONTROL	55.68	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03115	RFQ ADDENDA 2025 PROFESSIONALS	43.80	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03127	NOTICE OF INTENT TO AWARD	50.84	0.00	
				518.98		
4-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	24-03187	Contract #88929 7/1/24-9/30/24	4,476.04	0.00	
4-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	24-03051	September Testing Inv. 6962	1,550.00	0.00	
4-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-03186	#37739567 - December 2024	339.50	0.00	
4-01-20-130-000-222	FINANCE Training					
RUTGE010	RUTGERS BUSINESS SCHOOL	24-03239	Accounting and Auditing Update	150.00	0.00	
4-01-20-130-000-223	FINANCE Condo Reimbursements					
15010CE	1501 Ocean Av. Condo Assoc. Inc	24-03113	April-Dec Trash Reimbursement	3,284.89	0.00	
5105T005	510 5TH AVENUE LLC	24-03159	3rd Q Trash Reimbursement	630.00	0.00	
3106TH	310 6TH AVENUE, LLC	24-03160	3rd Q Trash Reimbursement	1,675.80	0.00	
2107T005	210 7TH AVENUE LLC	24-03161	3rd Q Trash Reimbursement	626.85	0.00	
EMPGRA	EMPIRE GRAND REGENCY ASSOC. INC	24-03162	3rd Q Trash Reimbursement	2,142.00	0.00	
4003RD	400 3RD MINOT, LLC	24-03164	3rd Q Trash Reimbursement	756.00	0.00	
7106T005	710 6TH AVENUE LLC	24-03165	3rd Q Trash Reimbursements	1,026.90	0.00	
4077T005	407 7TH AVENUE LLC	24-03167	3rd Q Trash Reimbursement	1,039.50	0.00	
REUDUC2	REUSSI DUCKSAUCE 2 LLC	24-03168	3rd Q Trash Reimbursement	554.40	0.00	
211FIR	211 FIRST DUCKSAUCE, LLC	24-03169	3rd Q Trash Reimbursement	826.08	0.00	
4045T005	404 5TH AVENUE	24-03170	3rd Q Trash Reimbursement	1,039.50	0.00	
1010G005	1010 GRAND AVENUE LLC	24-03171	3rd Q Trash Reimbursement	642.60	0.00	
REUDUC3	REUSSI DUCKSAUCE3 LLC	24-03172	3rd Q Trash Reimbursement	705.60	0.00	
2123R005	212 3RD AVENUE LLC	24-03173	3rd Q Trash Reimbursement	790.65	0.00	
RL3ASB	RL3 ASBURY LLC	24-03174	3rd Q Trash Reimbursement	1,219.05	0.00	
5038T010	503 8TH AVENUE LLC	24-03175	3rd Q Trash Reimbursement	322.08	0.00	
309SU005	309 SUNSET AVENUE LLC	24-03176	3rd Q Trash Reimbursement	831.60	0.00	
407SEW	407 SEWALL, LLC	24-03177	3rd Q Trash Reimbursement	1,513.56	0.00	
220FOU	220 FOURTH AVENUE, LLC	24-03178	3rd Q Trash Reimbursement	1,338.75	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	24-03241	3rd Q Lighting Reimbursement	98.56	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	24-03242	3rd Q Lighting Reimbursement	94.14	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	24-03243	3rd Q Lighting Reimbursement	95.07	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	24-03244	3rd Q Trash Reimbursement	1,425.22	0.00	
700MAT	700 MATTISON CONDOMINIUM	24-03245	3rd Q Lighting Reimbursement	97.58	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	24-03246	3rd Q Lighting Reimbursement	315.96	0.00	

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-223 LAKDRI LAKE DRIVE COURT CONDO ASSOC.	FINANCE Condo Reimbursements 24-03247 3rd Q Trash Reimbursement		Continued	<u>1,372.40</u> 24,464.74	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			32,380.47		
	Department Total: FINANCE			32,380.47		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-205 CRAPRI CRAFTMASTER PRINTING, INC.	DIRECTOR OF COMMUN. Printing/Mailing 24-02830 Parking Reservation Postcard			145.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			145.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			145.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209 PEMLA005 PEM Law LLP	LEGAL SERVICES Fees 24-03096 Invoice 2551 Employ. Disputes			11,605.81	0.00	
LADDY005 LADDEY, CLARK & RYAN, LLP	24-03106 Invoice 183 AP vs Kw			3,900.00	0.00	
LAWOF005 LAW OFFICE OF GENE J ANTHONY	24-03204 Invoice 21555 Rent Leveling			452.10	0.00	
PEMLA005 PEM Law LLP	24-03205 Invoice 986 AP vs. CSP PC			<u>32,008.62</u>	0.00	
				47,966.53		
	Extd Total: LEGAL SERVICES			47,966.53		
	Department Total: LEGAL SERVICES			47,966.53		
	CAFR Total:			88,860.84		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-202 WBMASON W.B.MASON CO., INC.	PLANNING DEPT. Office Supplies 24-02836 WB Mason large envelopes			39.44	0.00	
4-01-21-179-000-205 THECOA THE NEW COASTER, LLC	PLANNING DEPT. Ads 24-03216 INV #9381 10/31/24 LEGAL AD			265.00	0.00	
4-01-21-179-000-209 JACSER JACK A. SERPICO	PLANNINF DEPT. Planning Board Fees 24-03221 PB&ZB LEGAL SVS			492.50	0.00	
4-01-21-179-000-210 CLACAN CLARKE CATON HINTZ PC	PLANNING DEPT. Zoning Board Fees 24-03095 PB & ZB SVS VARIOUS INVOICES			2,727.50	0.00	
JACSER JACK A. SERPICO	24-03221 PB&ZB LEGAL SVS			<u>1,537.50</u>	0.00	
				4,265.00		
	Extd Total: Planning Department			5,061.94		
	Department Total: Planning Department			5,061.94		
	CAFR Total:			5,061.94		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
4-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-03112	Office Supplies	141.41	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			141.41		
	Department Total: CODE ENFORCE			141.41		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-03193	OFFICE SUPPLIES	851.37	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			851.37		
	Department Total: CONST CODE			851.37		
	CAFR Total:			992.78		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
4-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	24-03260	Oct 2024 Billing Statement	66,992.92	0.00	
	Extd Total: LIABILITY INSURANCE			66,992.92		
	Department Total: LIAB INSURANCE			66,992.92		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
4-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	24-03260	Oct 2024 Billing Statement	50,189.13	0.00	
	Extd Total: WORKER'S COMPENSATION			50,189.13		
	Department Total: WORKERS COMP			50,189.13		
	CAFR Total:			117,182.05		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-202	POLICE Office Supplies					
CDWGOV	CDW GOVERNMENT LLC	24-03024	Flash drives, records DB	584.25	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	1,514.75	0.00	B
WIRCOM	WIRELESS COMMUNICATIONS &	24-03255	#M62244 NOVEMBER 2024	1,220.00	0.00	
				2,734.75		
4-01-25-240-000-222	POLICE Training					
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	24-02953	Training-Contemporary Issues	900.00	0.00	
CONN005	CONNELL CONSULTING LLC	24-03256	OPRA 2.0 class Tracey Bermes	159.00	0.00	

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

November 15, 2024
01:02 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-222	POLICE Training		Continued			
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		24-03257	OPRA Class Tracey Bermes	<u>70.00</u>	0.00	
				1,129.00		
4-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO COSTCO WHOLESALE		24-03067	PAL boxing event	49.61	0.00	
	Extd Total: POLICE DEPARTMENT			4,497.61		
	Department Total: POLICE			4,497.61		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		24-03234	MISC. OFFICE SUPPLIES	135.51	0.00	
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
THEHAR THE HARDWARE STORE		24-02108	BLANKET PO NOT TO EXCEED	19.99	0.00	B
IMPBAG IMPERIAL DADE		24-02629	Blanket PO Not to Exceed	<u>1,416.12</u>	0.00	B
				1,436.11		
4-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
AIRSYS AIR SYSTEMS MAINTENANCE, INC.		24-00787	HVAC MAINTENANCE AGREEMENT	473.75	0.00	B
CHIEF005 CHIEF 360		24-03229	Chief360 Annual-Recall System	<u>1,260.00</u>	0.00	
				1,733.75		
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE HENRY SCHEIN, INC.		24-01307	Blanket PO Not to Exceed	241.50	0.00	B
EMSAR EMSAR		24-03219	INV# SM-204972 STRETCHER PARTS	<u>486.57</u>	0.00	
				728.07		
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
GENSAF GEN-EL SAFETY & INDUSTRIAL		24-03253	QTE:37636-Meter Parts	558.60	0.00	
	Extd Total: FIRE DEPARTMENT			4,592.04		
Extd: FIRE HYDRANT						
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		24-03188	#1018-210026567043 9/26-10/23	23,694.99	0.00	
	Extd Total: FIRE HYDRANT			23,694.99		
	Department Total: FIRE DEPT.			28,287.03		
	CAFR Total:			32,784.64		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHOS THE HOSE SHOP, INC.		24-01132	VARIOUS PARTS BLANKET	408.66	0.00	B
FREFOR FREEHOLD FORD		24-01460	VARIOUS PARTS BLANKET	620.01	0.00	B
SEACHE SEACOAST CHEVROLET OLDS-		24-01739	VARIOUS PARTS BLANKET	555.43	0.00	B
WETIMM W.E. TIMMERMAN COMPANY, INC.		24-02224	belt-chevron,hdwre kit,links	<u>3,267.01</u>	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
WETIMM	W.E. TIMMERMAN COMPANY, INC.	24-02929	AIR FILTER & DIRT DEFLECTOR	198.40	0.00	
ALLDIE	ALLIED DIESEL SERVICE, INC.	24-02984	#41697 STATE INSPECTION	1,824.30	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	24-02989	ELGIN SWEEPER HYDRAULIC LINES	352.69	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03019	VARIOUS PARTS BLANKET	1,257.16	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-03036	VARIOUS PARTS BLANKET	324.58	0.00	B
SERVIO05	SERVICE TIRE TRUCK CENTERS	24-03037	VARIOUS PARTS BLANKET	285.00	0.00	B
XYLDEW	XYLEM DEWATERING SOLUTIONS, INC.	24-03050	LIGHT TOWER LIFT CABLE	60.58	0.00	
ALTIND	ALTEC INDUSTRIES, INC.	24-03203	MANNY'S TRUCK FOR REPAIRS	846.92	0.00	
				10,000.74		
4-01-26-290-000-206	STREETS & ROAD	Purchase of Equipment				
JACDOH	JACK DOHENY COMPANIES, INC.	24-03116	Sewer Truck Hose Replacement	2,459.89	0.00	
4-01-26-290-000-212	STREETS & ROAD	Tools				
GRAING	GRAINGER, INC.	24-02957	Rigid Drain Snake	2,440.90	0.00	
4-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
ATLLOK	ATLANTIC LOCK & SAFE	24-01154	Misc Keys and Repairs	270.03	0.00	B
4-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	24-02429	Poplar / Pine Stock	1,242.69	0.00	
4-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
AHHOFF	A.H. HOFFMANN, LLC	24-02360	INV #42245 UST LID REPAIRS	5,260.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	24-03195	#9294512525 OCT AED AGREEMENT	107.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-03197	cylinder, hazmat charge	105.50	0.00	
QUENC005	QUENCH USA, INC.	24-03198	11/1-11/30/2024 monthly rental	39.95	0.00	
OPTIMUM	OPTIMUM	24-03284	#07866-183188-01-1 11/8 - 12/7	44.79	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	24-03300	#345201 ASPHALT 10/25/24	158.18	0.00	
				5,715.42		
4-01-26-290-000-234	STREETS & ROAD	Road Supplies				
GRAING	GRAINGER, INC.	24-03003	ASPHALT REPAIR COMPOUND	1,644.50	0.00	
4-01-26-290-000-270	STREETS & ROAD	Wesley Lake Commission				
AWAYW005	AWAY WITH GEESE.COM	24-03209	1 WATER UNIT & 3 REPLACEMENT	994.00	0.00	
4-01-26-290-000-271	STREETS & ROAD:	Sunset Lake				
AWAYW005	AWAY WITH GEESE.COM	24-03208	7 WATER & 1 INDUSTRIAL UNITS	3,292.00	0.00	
		Extd Total:	STREETS & ROADS MAINTENANCE	28,060.17		
		Department Total:	STREETS & ROAD	28,060.17		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE	Fees				
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-03196	disposal concrete, tires, mixed	188.78	0.00	
MAZMUL	MAZZA MULCH, INC.	24-03199	disposal brush & chips Oct.	1,820.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03200	#313634 TRASH FEES 10/16-10/31	30,196.45	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-03201	single stream recycling Oct.	12,176.40	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03202	#313434 & 313433 CONSTR DEBRIS	1,269.10	0.00	

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		24-03263	#313659 & 313660 CONSTR DEBRIS	1,301.50	0.00	
				46,952.23		
	Extd Total: SOLID WASTE COLLECTION			46,952.23		
	Department Total: SOLID WASTE			46,952.23		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-202	BUILDING & GND Janitorial Supplies					
ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC	24-02065 janitorial supplies NEEDED			1,591.41	0.00	
ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC	24-02969 Supplies for Trans.& City Hall			5,156.69	0.00	
				6,748.10		
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING GRAINGER, INC.	24-01849 Misc Hardware			185.80	0.00	B
GRAING GRAINGER, INC.	24-03122 Council Chambers Door Pull			85.74	0.00	
				271.54		
4-01-26-310-000-204	BUILDING & GND Building Supplies					
NEWIRON NEWARK IRONBOUND ELECTRICAL	24-02966 Light Bulbs City Hall			862.08	0.00	
SHEWIL THE SHERWIN WILLIAMS CO., INC.	24-03123 PAINT FOR DPW BREAKROOM			174.90	0.00	
				1,036.98		
4-01-26-310-000-210	BUILDING & GND Building Repairs					
GRAING GRAINGER, INC.	24-03124 Ceiling Tiles for DPW			428.64	0.00	
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AIRSYS AIR SYSTEMS MAINTENANCE, INC.	24-00787 HVAC MAINTENANCE AGREEMENT			703.75	0.00	B
CONTR005 CONTROLLED GROWTH, LLC	24-00929 2024 TURF CARE & FERTILIZER &			4,055.00	0.00	B
ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC	24-02065 janitorial supplies NEEDED			2,916.86	0.00	
				7,675.61		
	Extd Total: BUILDINGS & GROUNDS			16,160.87		
	Department Total: BUILDING & GND			16,160.87		
	CAFR Total:			91,173.27		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
AMAZO005 AMAZON.COM SERVICES	24-03230 Toner for Printer			385.36	0.00	
4-01-27-345-000-208	SOCIAL SERVICES Events					
AMAZO005 AMAZON.COM SERVICES	24-03129 Drinks & Plastic Keg Kwanzza			203.43	0.00	
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
TOSSOL TOSHIBA BUSINESS SOLUTION	24-03073 ID Printer ribbon and cards			251.00	0.00	

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-27-345-000-222 DOUSCH DOUGLAS SCHULTZ	SOCIAL SERVICES Training	24-03238	LCADC Training REIMBURSEMENT	75.00	0.00	
	Extd Total: SOCIAL SERVICES:			914.79		
	Department Total: PUBLIC ASST			914.79		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-211 STAPLE STAPLES BUSINESS ADVANTAGE	SENIOR CENTER Copier Supplies	24-03038	Toners, Blk,yel,Meg,	908.83	0.00	
4-01-27-350-000-299 4IMPRINT 4IMPRINT	SENIOR CENTER Misc.	24-03028	Shirts for Staff	530.23	0.00	
	Extd Total: SENIOR CENTER			1,439.06		
	Department Total: SENIOR CENTER			1,439.06		
	CAFR Total:			2,353.85		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290 SHORIT SAKER SHOPRITE, INC.	RECREATION Programs/Activities	24-02640	trunk or treat items	788.54	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03223	office supplies	517.40	0.00	
				1,305.94		
	Extd Total: RECREATION SERVICES & PROGRAM			1,305.94		
	Department Total: RECREATION			1,305.94		
	CAFR Total:			1,305.94		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
4-01-29-390-000-299 ASBFRE ASBURY PARK FREE PUBLIC LIBRAR	PUBLIC LIBRARY Misc.	24-03189	4th Q Library Payment	63,380.00	0.00	
	Extd Total: PUBLIC LIBRARY:			63,380.00		
	Department Total: PUBLIC LIBRARY			63,380.00		
	CAFR Total:			63,380.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299 NJAMER N.J. AMERICAN WATER CO.	LIGHT, HEAT & POWER Misc.	24-03265	Various Accounts 10/3-11/1	11,887.31	0.00	
	Extd Total: LIGHT,HEAT,POW			11,887.31		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	STREET/TRAFFIC					
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		24-03207	#200 000 001 293 Master Acct	1,230.47	0.00	
	Extd Total: STREET/TRAFFIC			1,230.47		
	Department Total: LIGHTING			13,117.78		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
MONINT MONMOUTH INTERNET CORPORATION		24-03191	INVOICE #356036M NOVEMBER 2024	4,178.87	0.00	
VERZON VERIZON BUSINESS		24-03269	#152-069-551-0001-78 11/4-12/3	124.99	0.00	
TMOBIL T-MOBILE		24-03270	#990733363 9/21/24-10/20/24	474.32	0.00	
VERIZON VERIZON WIRELESS		24-03309	#342269861-00001 10/5-11/4	1,511.52	0.00	
				6,289.70		
	Extd Total: TELEPHONE			6,289.70		
	Department Total: TELEPHONE			6,289.70		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-03264	#691244 & #37954 FUEL 10/29&30	9,523.50	0.00	
	Extd Total: GASOLINE			9,523.50		
	Department Total: GASOLINE			9,523.50		
	CAFR Total:			28,930.98		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR		24-03304	COVERING JUDGE NOV 1	500.00	0.00	
4-01-43-490-000-245	MUNIC COURT Interpreter					
LANGU005 LANGUAGE SERVICES ASSOCIATES		24-03231	language line october 2024	75.00	0.00	
	Extd Total: MUNICIPAL COURT			575.00		
	Department Total: MUNIC COURT			575.00		
	CAFR Total:			575.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION		24-03190	November 2024 Tax Payment	2,264,107.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-55-001-000-010 CAMSAW CAMILLE SAWICK	REFUND OF PERMIT,LICENSE FEES	24-03232	REFUND SP.EVENT/WEDDING PERMIT	500.00	0.00	
	Extd Total: TAXES PAYABLE:			2,264,607.00		
	Department Total: TAXES PAYABLE:			2,264,607.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,264,607.00		
	Fund Total: CURRENT			2,697,208.29		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
4-05-55-502-000-207 LIFUSA LIFEFORCE USA, INC.	BEACH UTILITY O/E: Clothing	24-01668	6 shirts Dafin	372.00	0.00	
4-05-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	BEACH UTILITY O/E: Light & Power	24-03265	Various Accounts 10/3-11/1	2,227.81	0.00	
4-05-55-502-000-212 LIFUSA LIFEFORCE USA, INC.	BEACH UTILITY O/E: Misc. Hardware	24-01217	60 EMR/BLS certificates	1,155.00	0.00	
4-05-55-502-000-215 FERENT FERGUSON ENTERPRISES INC.	BEACH UTILITY O/E: Lumber/Bldg. Supplies	24-00821	Misc Plumbing	48.85	0.00	B
4-05-55-502-000-219 MOTOR010 MOTORCYCLE MALL OF MONMOUTH THEBRO THE BROYHILL MANUFACTURING CO.	BEACH UTILITY O/E: Vehicle	24-01381 24-03046	VARIOUS PARTS FOR BEACH ATV'S BEACH TRASH DUMPER PARTS	774.89 4,086.06 <u>4,860.95</u>	0.00 0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			8,664.61		
	Department Total: UTILITY OE			8,664.61		
	CAFR Total:			8,664.61		
	Fund Total: BEACH			8,664.61		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
4-06-55-502-000-202 KEPSPR KEPWEL SPRING WATER	TRANS.UTILITY O/E: Office Supplies	24-03192	ACCT #117290 OCOTBER 2024	12.00	0.00	
4-06-55-502-000-204 CRAPRI CRAFTMASTER PRINTING, INC.	TRANS.UTILITY O/E: Copy/Reproduction	24-03126	SRTS 2024 PIC Meeting Flyers	390.00	0.00	
4-06-55-502-000-208 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits	24-03272	INV1048912 Oct 2024 PermitFees	1,095.20	0.00	
4-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	24-03291	INV103339 8/24 DMS Fees	7,827.00	0.00	
4-06-55-502-000-213 PARKM005 PARKMOBILE USA, LLC PAYBY005 PAYBYPHONE US, INC.	TRANS.UTILITY O/E: Mobile App Fees	24-03000 24-03271	INV40334 Sep 2024 Trans Fees INVUS1225 Oct 2024 Trans Fees	13,525.20 398.35	0.00 0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-06-55-502-000-213 PARKM005 PARKMOBILE USA, LLC	TRANS.UTILITY O/E: Mobile App Fees Continued 24-03294 INV940010 10/24 Trans Fees			10,470.00 24,393.55	0.00	
4-06-55-502-000-215 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Software License 24-03273 INV1049150 Annual Software			6,500.00	0.00	
4-06-55-502-000-216 THECOA THE NEW COASTER, LLC GANNE005 GANNETT NEW YORK/NEW JERSEY	TRANS.UTILITY O/E: Ads 24-03210 SRTS PIC Nov 2024 Post 24-03211 SRTS PIC Nov 2024 Ad APP			54.37 108.04 162.41	0.00 0.00	
4-06-55-502-000-219 ORCHA005 ORCHARD HOLDINGS LLC	TRANS.UTILITY O/E: Traffic Signals 24-03055 Grand and 5th Ave Signal work			5,909.92	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			46,290.08		
	Department Total: UTILITY OE			46,290.08		
	CAFR Total:			46,290.08		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			46,290.08		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202 GRAING GRAINGER, INC. GRAING GRAINGER, INC.	SEWER UTILITY O/E: Hardware/Tools 24-03121 Grease gun/light bulbs 24-03224 Straps and shackles			2,053.49 837.88 2,891.37	0.00 0.00	
4-07-55-502-000-205 TRABEA TRANS-BEARING COMPANY, INC.	SEWER UTILITY O/E: Repairs 24-00966 BioDisc Locking Collar/Plate			1,739.92	0.00	
4-07-55-502-000-209 NJLWFD NJ Dept. of Labor & WF Dev.	SEWER UTILITY O/E: Fees 24-03233 INV #216377 Boiler Inspection			920.00	0.00	
4-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power 24-03265 Various Accounts 10/3-11/1			721.62	0.00	
4-07-55-502-000-218 AIRSYS AIR SYSTEMS MAINTENANCE, INC. LYONS005 LYONS ENVIRONMENTAL SERVICES KEPSPR KEPWEL SPRING WATER CERID005 CERIDA INVESTMENT CORP. PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Contract Services 24-00787 HVAC MAINTENANCE AGREEMENT 24-03144 #APSA1024 WWTP TESTING OCOTBER 24-03192 ACCT #117290 OCOTBER 2024 24-03259 #127-40604 NOVEMBER 2024 24-03283 INVOICE #524101 OCOTBER 2024			3,139.00 1,075.00 12.00 164.43 30,791.25 35,181.68	0.00 0.00 0.00 0.00 0.00	B
4-07-55-502-000-220 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Accounting 24-03235 Usage data 4000293677 NOV 2024			400.34	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	24-03262	#0006971603 OCTOBER 2024	73,543.68	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			115,398.61		
	Department Total: UTILITY OE			115,398.61		
	CAFR Total:			115,398.61		
	Fund Total: SEWER UTILITY: BUDGET:			115,398.61		
	Year Total:			2,867,561.59		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
KEYTEC	KEY-TECH	23-03066	TESTING & INSPECTION CONTRACT	6,175.00	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	24-02824	Firehouse Electrical	145.98	0.00	B
				6,320.98		
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			6,320.98		
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-002	Various Vehicles & Equipment Fire Dept.					
ISLTEC	ISLAND TECH SERVICES	24-02448	Quote:ITS062061NJv1-New BC Car	3,450.00	0.00	
C-04-55-998-186-003	Vehicles & Equip. IT					
ATECSEC	A+ TECHNOLOGY & SECURITY	24-02383	ES37470 5 MUNICIPAL & PD DOOR	23,602.30	0.00	
ATECSEC	A+ TECHNOLOGY & SECURITY	24-02384	#ES37642 PD DOORS R3	44,446.79	0.00	
ATECSEC	A+ TECHNOLOGY & SECURITY	24-02385	#ES37640 DPW BACK GARAGE DOORS	17,813.17	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03040	Laptops	1,936.08	0.00	
				87,798.34		
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			91,248.34		
	Department Total:			97,569.32		
	CAFR Total:			97,569.32		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			97,569.32		
	Year Total:			97,569.32		
Fund:	GRANT FUND BUDGET:					
G-02-43-956-022-217	Opioid Settlement Funds					
TMOBIL	T-MOBILE	24-03270	#990733363 9/21/24-10/20/24	63.42	0.00	
	Extd Total:			63.42		
	Department Total:			63.42		
G-02-43-967-023-200	Monmouth County Open Space Grant 2022					
MARREC	MRC, INC. F/K/A MARTURANO	24-01202	PLAYGROUND EQUIPMENT & SHADE	159,271.68	0.00	
RUBREC	RUBBERCYCLE LLC	24-01203	SAFETY SURFACE & RUBBER CURBS	69,144.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-967-023-200	Monmouth County Open Space Grant 2022 Continued					
WHICOR WHIRL CONSTRUCTION, INC.	24-01204 SITE PREP & DEMO 4TH & HECK			61,495.00	0.00	
				289,910.68		
	Extd Total:			289,910.68		
	Department Total:			289,910.68		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
BEACH005 BEACHBOX BRANDS, LLC	24-01809 LEASE SUBSIDY GRANT BLANKET			683.04	0.00	B
	Extd Total:			683.04		
	Department Total:			683.04		
G-02-43-982-024-200	Redevelopers Contribution					
ACTIO015 ACTION UNIFORM CO. LLC	24-01488 SLEO 1 additional uniform			235.00	0.00	
	Extd Total:			235.00		
	Department Total:			235.00		
	CAFR Total:			290,892.14		
	Fund Total: GRANT FUND BUDGET:			290,892.14		
	Year Total:			290,892.14		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
SARSUL SARAH SULSENTI	24-01047 REFUND DOG LICENSE OP-24-1640			25.00	0.00	
NJDEPH NJ DEPT.HEALTH/SNR.SERV.	24-03217 Dog Report 10.2024			10.20	0.00	
				35.20		
	Extd Total:			35.20		
	Department Total:			35.20		
	CAFR Total:			35.20		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			35.20		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
GANN005 GANNETT NEW YORK/NEW JERSEY	24-03258 CDBG legal notices			403.12	0.00	
T-17-82-850-850-003	2023 Community Events					
ROCKI005 ROCKIN ROXANNE'S PARTY MAGIC	24-02744 Entertainment for Fall Fun Day			800.00	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			1,203.12		
	Department Total:			1,203.12		
	CAFR Total:			1,203.12		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-001	2024 Administration					
MONMO005	MONMOUTH COUNTY HALL OF RECORD	24-03134	Services thru 1/24-9/30/24	18,214.49	0.00	
	Extd Total: 2024 CDBG 24-MC-83-850-850-000			18,214.49		
	Department Total:			18,214.49		
	CAFR Total:			18,214.49		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			19,417.61		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
JACSER	JACK A. SERPICO	24-03221	PB&ZB LEGAL SVS	340.00	0.00	
	Extd Total:			340.00		
	Department Total:			340.00		
Department:	DOWN PAYMENT					
T-21-00-510-000-299	1101 KINSLEY AVE(ASBURY PARTNERS/ISTAR)					
LEONS010	LEON S. AVAKIAN, INC.	24-03149	ENG SVS Avakian Sept 2024	143.75	0.00	
	Extd Total:			143.75		
	Department Total: DOWN PAYMENT			143.75		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN	CLARKE CATON HINTZ PC	24-03119	PB & ZB SVS CCH Oct. 2024	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)					
LEONS010	LEON S. AVAKIAN, INC.	24-03149	ENG SVS Avakian Sept 2024	720.00	0.00	
	Extd Total:			720.00		
	Department Total:			720.00		
T-21-00-556-000-299	300 6TH AVENUE(JAMES DUNN)					
LEONS010	LEON S. AVAKIAN, INC.	24-03149	ENG SVS Avakian Sept 2024	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
T-21-00-572-000-299	202 7TH AVE(INSPEER.FEES)(202 7TH AVE,LLC)					
CLACAN	CLARKE CATON HINTZ PC	24-03119	PB & ZB SVS CCH Oct. 2024	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-582-000-299	929 ASBURY AV(INSP)(PARTNER PROPERTIES)					
CLACAN CLARKE CATON HINTZ PC		24-03095	PB & ZB SVS VARIOUS INVOICES	825.00	0.00	
	Extd Total:			825.00		
	Department Total:			825.00		
T-21-00-590-000-299	1506 GRAND AVENUE(JUSTIN THERIAULT)					
LEONS010 LEON S. AVAKIAN, INC.		24-03149	ENG SVS Avakian Sept 2024	135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
LEONS010 LEON S. AVAKIAN, INC.		24-03149	ENG SVS Avakian Sept 2024	1,020.00	0.00	
	Extd Total:			1,020.00		
	Department Total:			1,020.00		
T-21-00-594-000-299	917 3RD AVE(INSP.FEES)(MA 917 3RD AVE)					
CLACAN CLARKE CATON HINTZ PC		24-03095	PB & ZB SVS VARIOUS INVOICES	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-597-000-299	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)					
LEONS010 LEON S. AVAKIAN, INC.		24-03149	ENG SVS Avakian Sept 2024	143.75	0.00	
	Extd Total:			143.75		
	Department Total:			143.75		
T-21-00-612-000-299	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.)					
CLACAN CLARKE CATON HINTZ PC		24-03119	PB & ZB SVS CCH Oct. 2024	975.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03149	ENG SVS Avakian Sept 2024	255.00	0.00	
				<u>1,230.00</u>		
	Extd Total:			1,230.00		
	Department Total:			1,230.00		
T-21-00-617-000-299	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO)					
CLACAN CLARKE CATON HINTZ PC		24-03119	PB & ZB SVS CCH Oct. 2024	150.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03149	ENG SVS Avakian Sept 2024	180.00	0.00	
				<u>330.00</u>		
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-625-000-299	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)					
CLACAN CLARKE CATON HINTZ PC		24-03119	PB & ZB SVS CCH Oct. 2024	1,365.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03149	ENG SVS Avakian Sept 2024	740.00	0.00	

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-625-000-299 JACSER JACK A. SERPICO	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)	24-03221	Continued PB&ZB LEGAL SVS	255.00 2,360.00	0.00	
	Extd Total:			2,360.00		
	Department Total:			2,360.00		
T-21-00-627-000-299 CLACAN CLARKE CATON HINTZ PC	110 FIRST AVENUE(ASBURY PARTNERS, LLC)	24-03095	PB & ZB SVS VARIOUS INVOICES	4,464.22	0.00	
	Extd Total:			4,464.22		
	Department Total:			4,464.22		
T-21-00-629-000-299 LEONS010 LEON S. AVAKIAN, INC.	SUNSET SQUARE B4205(INSP.FEES)(PHM,LLC)	24-03149	ENG SVS Avakian Sept 2024	8,133.75	0.00	
	Extd Total:			8,133.75		
	Department Total:			8,133.75		
T-21-00-631-000-299 CLACAN CLARKE CATON HINTZ PC	LOFTS AT KINGLSEY AVENUE(K.HOVNANIAN)	24-03119	PB & ZB SVS CCH Oct. 2024	2,441.59	0.00	
	Extd Total:			2,441.59		
	Department Total:			2,441.59		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			23,787.06		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			23,787.06		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-856 DILW005 DILWORTH PAXSON, LLP	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)	24-03251	900-904 Springwood Ave.	1,365.00	0.00	
T-48-56-850-000-867 DILW005 DILWORTH PAXSON, LLP	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS	24-03251	900-904 Springwood Ave.	6,685.00	0.00	
	Extd Total:			8,050.00		
	Department Total:			8,050.00		
	CAFR Total:			8,050.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			8,050.00		
	Year Total:			51,289.87		
Total Charged Lines: 352 Total List Amount: 3,317,645.03 Total Void Amount:				0.00		

Attachment: BILL LIST NOVEMBER 26, 2024 (2024-496 : Resolution Authorizing the Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	10,332.11	0.00	0.00	10,332.11
CURRENT	4-01	2,697,208.29	0.00	0.00	2,697,208.29
BEACH	4-05	8,664.61	0.00	0.00	8,664.61
TRANSPORTATION UTILITY: BUDGET:	4-06	46,290.08	0.00	0.00	46,290.08
SEWER UTILITY: BUDGET:	4-07	115,398.61	0.00	0.00	115,398.61
Year Total:		2,867,561.59	0.00	0.00	2,867,561.59
GENERAL CAPITAL FUND BUDGET:	C-04	97,569.32	0.00	0.00	97,569.32
GRANT FUND BUDGET:	G-02	290,892.14	0.00	0.00	290,892.14
ANIMAL CONTROL FUND BUDGET:	T-12	35.20	0.00	0.00	35.20
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	19,417.61	0.00	0.00	19,417.61
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	23,787.06	0.00	0.00	23,787.06
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	8,050.00	0.00	0.00	8,050.00
Year Total:		51,289.87	0.00	0.00	51,289.87
Total Of All Funds:		3,317,645.03	0.00	0.00	3,317,645.03

November 26, 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 3,317,645.03
Postmaster (24-03278)	\$ 400.00

Total:	<u>\$ 3,318,045.03</u>
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Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-497

Resolution authorizing payment for emergency traffic signal repairs needed at Cookman Avenue and Heck Street to J.C. Contracting, Inc. totaling \$19,820.00 utilizing Transportation O&E Funds. Emergency declared on 11/6/24 and submitted to insurance.



RESOLUTION NO. 2024-497

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

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY TRAFFIC SIGNAL REPAIRS NEEDED AT COOKMAN AVENUE AND HECK STREET

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency traffic signal repairs needed at Cookman Avenue and Heck Street as a result of an accident damaging the traffic signal; and

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

WHEREAS, the City of Asbury Park will be reimbursed for damaged pole, and hereby authorizes payment to J.C. Contracting, Inc. in the amount of \$19,820.00 for emergency traffic signal repairs needed at Cookman Avenue and Heck Street; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Transportation Account 4-06-55-502-000-219. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to J.C. Contracting, Inc. in the amount of \$19,820.00 for emergency traffic signal repairs needed Cookman Avenue and Heck Street.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-497 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK

J. C. Contracting, Inc.
 DBE & SBE Certified
 681 Mill Street
 Rahway, NJ 07065
 732.827.5500 Fax 732.827.5312

11/12/2024
 Estimate # 2024-111

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

Project: Knockdown Traffic Signal Repairs Cookman Ave & Heck Street

Price: Nineteen Thousand Eight Hundred Twenty Dollars: \$19,820.00

Our proposal is based on the following qualifications and exclusions.

Scope:

1. Furnish & install aluminum traffic signal base, pole, mast arm & cap.
2. Furnish & install traffic signals & drop cable to splice into existing underground cables.
3. Furnish & install traffic camera to match existing detection.
4. Furnish and install pedestrian signals.

Qualifications:

1. Quote is valid for 60 days.
2. Quote is based on all work being performed during normal business hours.
3. Quote is based on existing underground cables operating properly.
4. Quote is based on city of Asbury Park providing police officer free of charge for traffic signal replacement.

Exclusions

1. Night Work, Overtime, Sundays & Holiday work.
2. Sales tax, permit fees, bond & specialty insurance.
3. Traffic control & police detail.
4. Survey, layout, as-builts & certification of intersection.
5. Replacement of sidewalk, restoration of landscaping & final pavements.
6. Resetting of existing junction boxes & foundations.
7. Removal & disposal of existing foundations or junction boxes.
8. Dewatering.
9. Asbestos removal.
10. Shoring.
11. Hazmat conditions.
12. Temporary pedestrian crosswalks
13. Regulatory signs & striping.

An Equal Opportunity Employer



Tracy Lizardi

From: Lillian Nazzaro
Sent: Wednesday, November 6, 2024 10:09 AM
To: Gregory Toro
Cc: John Hayes; JoAnn Boos; Tracy Lizardi; James Bonanno; Daniel Paczkowski; Anthony Thompson; Yvonne Adams; Denise Callery
Subject: RE: REQUEST~ For EMERGENCY_ Traffic Light repair (Cookman/ Heck)

This is declared an EMERGENCY

Please obtain insurance info so that costs can be recouped from Toll Brothers.

Thank you,

Lillian L. Nazzaro, Esq.

City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 T: 732.502.5755
 C: 732.894.1927



From: Gregory Toro <gregory.toro@cityofasburypark.com>
Sent: Wednesday, November 6, 2024 9:55 AM
To: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; James Bonanno <James.Bonanno@cityofasburypark.com>; Daniel Paczkowski <Daniel.Paczowski@cityofasburypark.com>; Anthony Thompson <Anthony.Thompson@cityofasburypark.com>; Yvonne Adams <Yvonne.Adams@cityofasburypark.com>
Subject: REQUEST~ For EMERGENCY_ Traffic Light repair (Cookman/ Heck)

Hello Lilly,

This morning, a tractor trailer (*delivery truck, for Toll Brothers construction site, on Lake/ Cookman/ Heck/ Grand*) side-swiped the Traffic Light on Cookman & Heck. Currently, we have 2 Police Officers and 3 DPW workers on-site fishing the traffic light off the open bed trailer (*see photo, attached*). With Manny out, we ask that you declare this an EMERGENCY. Subsequently, we plan to call in James' electrician contact for the repair.

Thanks again,

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



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



(732)312-8108 (Cell)



(732)502-5193 (Office)



gregory.toro@cityofasburypark.com



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-498

Resolution authorizing new fiber cabling installation at the New Fire Department Headquarters to JCT Solutions in the amount of \$48,300 utilizing Capital Funds based off of the Union County Co-Op. This is for all the network cabling including computers, phones, intercoms, cameras, TV's, wireless access points and printers.



RESOLUTION NO. 2024-498

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

RESOLUTION AUTHORIZING FIBER CABLE INSTALLATION AT THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, the City of Asbury Park received pricing from JCT Solutions for new fiber cabling installation at the New Fire Department Headquarters; and

WHEREAS, price of the project is \$48,300.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of the Union County Cooperative Pricing System, Electronic Network, Security Equipment and Cabling Bid #23-2021; and

WHEREAS, the City of Asbury Park is desirous of authorizing new fiber cabling installation needed at the new Fire Department Headquarters to the vendor listed above in an amount of \$48,300.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-176-001 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize new fiber cabling installation at the New Fire Department Headquarters to JCT Solutions in the amount of \$40,300.00 and a copy of this Resolution shall be provided to the IT Director, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-498 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK



November 12, 2024

RE: Asbury Park Fire House

We are pleased to have the opportunity to present the following scope of work for the new teledata cabling installation. If awarded the opportunity, we are prepared to provide the following.

Project Scope of Work:

New Cable and Installation

F/I (2) single cat 6 cable locations for intercom/emergency phones
 F/I (46) dual cat 6 cables locations
 F/I (5) single coax cables for TV locations
 F/I (4) single cat 6 cable locations for WAPs
 F/I (14) quad cat 6 cables for floor box locations
 F/I (8) single cat 6 cables for (8) camera locations
 F/I (1) 2 post rack
 F/I (1) horizontal wire manager
 Ground rack and ladder rack.
 F/I (1) vertical wire manager
 F/I (2) 48 port patch panels
 F/I patch cords on a one for one basis at stations
 F/I patch cords on a one for one basis at IDFS

All cables run free air in J Hook Pathway system.
 terminate cable test and label cable.

Quote based upon Union County Coop labor rate of \$140.00 per hour. 8-UCCP Coop Bid
 #23-2021 Electronic Network, Security Equipment, Cabling.

\$48,300.00

All coring and sleeves in closets by others

All work to be performed during normal business hours.
 All conduits raceway, stub ups and back boxes by others
 All poke thrus and floor boxes by others

We look forward to this opportunity as well as to hearing from you soon. Please call me with additional questions

Very Sincerely,
 Jim Mitchell
 Director of Estimating
 JCT Solutions



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-499

Resolution authorizing a professional services contract to T&M Associates for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand & Sunset Avenues in the amount of \$110,323.00 utilizing Capital Funds.



RESOLUTION NO. 2024-499

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH T&M ASSOCIATES FOR DESIGN, CONTRACT ADMINISTRATION AND INSPECTION OF TRAFFIC SIGNAL INSTALLATION AT GRAND AND SUNSET AVENUES

WHEREAS, on November 5, 2024 the City of Asbury Park received a proposal for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues from T&M Associates; and

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

WHEREAS, the not-to-exceed cost for the professional services as outlined in the proposal shall not exceed \$110,323.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account C-09-17-908-000-901 and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Asbury Park, County of Monmouth, State of New Jersey, hereby awards T&M Associates a professional service contract for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues as outlined in the scope of services provided on November 5, 2024 in a not-to-exceed amount of \$110,323.00.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2024-499 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK0H-16002

November 5, 2024

Via Email

Lillian L. Nazzaro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: Traffic Signal Installation at Grand Avenue & Sunset Avenue
Scope and Fee Proposal for Design, Contract Administration, and Inspection**

Dear Ms. Nazzaro:

T&M Associates is pleased to submit this Scope and Fee Proposal for Surveying, Design, Contract Administration and Inspection Services associated with the Traffic Signal Installation at Grand Avenue & Sunset Avenue 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.

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 100' 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 lines will be surveyed to obtain facility elevations so that potential conflicts with the proposed traffic signal equipment can be identified and avoided.
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.
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



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

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



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

4. Specifications will be prepared in book form, in T&M Associates' format, based on the 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.
5. Project Specifications will be prepared in accordance with the City front end and supplemental technical specifications will be in accordance with NJDOT standards.
6. 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.
7. We do not anticipate impacting the existing guiderail within the project limits, and as such, the fee does not account for any efforts associated with redesigning the guiderail. Should it be determined that guiderail replacement is necessary, we will provide a supplementary scope of services and associated fee adjustment for this work which must be authorized in writing prior to incurring any additional time charges.
8. 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.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

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.

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 than 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.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

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.
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



ASPKOH-16002
November 5, 2024
Page 6 of 6

Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

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)	\$ 56,668.00
II.	<u>Construction Administration & Inspections (Item D)</u>	<u>\$ 53,655.00</u>
	Total Design and CA&I	\$110,323.00

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 working with you and members of 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
CLIENT MANAGER/
PRINCIPAL PROJECT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.
ASBURY PARK CITY ENGINEER

BTM:JDH:jdh

cc: John Hayes, Deputy City Manager
James Bonnano, Transportation Manager
JoAnn Boos, Asbury Park CFO
Tracy Lizardi, Assist. CFO/Purchasing Agent
Gregory Toro, Deputy Director of Public Works

G:\Projects\ASPK\#Proposals\16002\Draft Material\Nazzaro_JDH_Design Inspection Proposal-Grand-Sunset Intersection Improvements.docx

Attachment: GRAND & SUNSET TRAFFIC SIGNAL T&M (2024-499 : Authorizing a Professional Services Contract to T&M Assoc. for Grand &



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-500

Resolution authorizing a contract with O'Hagan Nursery Compost Division for the disposal of leaves during the fall season not-to-exceed \$20,000.



RESOLUTION NO. 2024-500

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

RESOLUTION AUTHORIZING A CONTRACT FOR THE DISPOSAL OF LEAVES DURING THE FALL SEASON

WHEREAS, the City has a need for disposal of leaves during the Fall season; and

WHEREAS, the City has solicited and obtained three quotes from O'Hagan Nursery Compost Division, Mazza Recycling and Mickey Benoit Nursery; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the disposal of leaves to O'Hagan Nursery Compost Division, due to travel and gas cost savings, in an amount not-to-exceed \$20,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-26-305-000-209. 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 a contract for leaf disposal in the amount not-to-exceed 20,000.00 to O'Hagan Nursery Compost Division and a copy of this Resolution shall be provided to the Deputy Director of Public Works, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-500 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK

Tracy Lizardi

From: Glenn Applegate <soarwitheagles3@yahoo.com>
Sent: Friday, November 1, 2024 11:29 AM
To: Gregory Toro
Subject: [EXTERNAL] Tipping fees

The tipping fees are on the bottom of every invoice. Vacuum compressed leaves 9.90 /Cy
Raw leaves 12.12 /Cy. Glenn- owner ohagan nursery compost division.

Attachment: QUOTES LEAF DISPOSAL (2024-500 : Authorizing a contract for the disposal of leaves during the fall season)



James F. Mazza, Jr. President/CEO

Email: nadine@mazzamulch.com
Phone: 732-922-9292, Ext. 107

Client Information:

Customer Name	City of Asbury Park, DPW
Street	9 Main Street
Municipality, State, Zip	Asbury Park, NJ 07712
Contact Name	Yvonne Adams
Contact Phone/FAX	P: 732-775-0900 (DPW) 732-775-2100 (Main)
Contact Email	Yvonne.adams@cityofasburypark.com
Contact Direct	P: 732-502-4561
Proposal File	2024.11.01.ScaleLeavesAP

Service: Scale pricing Leave Disposal, Customer #001148, (Monmouth County) – Pricing for this commodity valid to January 31, 2025.

Mazza Mulch, Inc. - SCALE PRICING, Delivery by Municipal trucking

Leaves - \$8.00 per Cubic Yard

*Material is brought to the Mazza Mulch yard at 3230 Shafto Road, Tinton Falls, NJ (Monmouth County)***

Exclusions/Qualifications:

1. Municipality prices are listed as tax exempt (New Jersey State Sales Tax)
2. **Materials brought to Mazza yard by trucks having Asbury Park Municipal identification or subcontractor with prior authorization in writing from Asbury Park DPW office. Trucks without this qualifying information will be refused service
3. Please sign below and return to Nadine Santilli (nadine@mazzarecycling.com) with your Blanket Purchase Order if you wish to utilize this price offering. Monthly billing will reference dates, ticket numbers and agreed rate.
4. Yard hours posted are Monday-Friday, 7:00 am to 4:00 pm and Saturday, 7:00 am to 1:00 pm
Mulch yard is closed on Holidays. Call for special delivery arrangements if outside normal business hours.

Date of Proposal: 11/01/24

James F. Mazza, Jr.

President/CEO

Name of Customer-Signature

Date

Print Name and Title of Signatory above

File: MulchProposals/AsburyPark/Leaves2024

Attachment: QUOTES LEAF DISPOSAL (2024-500 : Authorizing a contract for the disposal of leaves during the fall season)

Mickey Benoit Nursery failed to provide a quote for leave removal services (11/1/24)

A red handwritten signature, possibly reading "Mickey Benoit", is written over the end of the text line.

Tracy Lizardi

From: Gregory Toro
Sent: Friday, November 1, 2024 8:22 AM
To: Mickey Benoit Company- Duming Yard - Mickey Benoit Company- Duming Yard
 (tubgrinders@gmail.com)
Subject: REQUEST~ for Price Quote (Seasonal Leave Disposal)

Hello Howard

Can you send us a Price Quote (*on company letterhead*) for the following:

- Unit Prices for Leaf Collecting for:
 1. Raw Leaves (*Cubic Yard*)
 2. Vacuumed/ Compresses Leaves (*Cubic Yard*)

NOTE: We anticipate 1,500 Cubic Yards to be delivered to you this season.

Thanks again,

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



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

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

Attachment: QUOTES LEAF DISPOSAL (2024-500 : Authorizing a contract for the disposal of leaves during the fall season)



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 26, 2024
RESOLUTION SUMMARY

2024-490

Redevelopment Agreement for the sound recording studio permitted for the 614 Cookman Avenue site within the CBD Redevelopment Area. In addition to those items typically addressed in a redevelopment agreement, it also addresses topics specific to the use such as sound mitigation and enforcement.



RESOLUTION NO. 2024-490

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A REDEVELOPER AGREEMENT WITH 614 COOKMAN, LLC FOR A PROJECT IN THE PROPERTY LOCATED AT 614 COOKMAN AVENUE IDENTIFIED ON THE CITY TAX MAP AS BLOCK 2404, LOT 6

WHEREAS, 614 Cookman, LLC (the “Redeveloper”) is the owner of the real property located at 614 Cookman Avenue, Asbury Park, New Jersey which is identified on the City tax map as Block 2404, Lot 6 (the “**Property**”); and

WHEREAS, the Property is located within the Central Business District Redevelopment Area (the “**Redevelopment Area**”), a designated area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**LRHL**”), and its development is governed by the Central Business District Redevelopment Plan (as amended by Ordinance 2024-22 and any future amendments, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper is proposing to redevelop a portion of the Property (the “**Project Space**”) with a redevelopment project consisting of the construction of a recording studio for sound, music and/or video production, mastering and rehearsal space, and supporting uses (a “**Recording Studio**”) in accordance with the Redevelopment Plan (the “**Project**”); and

WHEREAS, the Redevelopment Plan requires, among other things, that a property located within the Redevelopment Area may, among other permitted uses, be used as a Recording Studio if the user enters into a redeveloper agreement with the City agreeing to certain operational standards for the Recording Studio; and

WHEREAS, the City and the Redeveloper wish to enter into a Redeveloper Agreement in substantially the form attached hereto as Exhibit A in order to set forth their respective rights and responsibilities with respect to the Project.

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

Section 1. Recitals. The recitals hereto are fully incorporated herein.

Section 2. Approval of the Redeveloper Agreement. The Mayor and Council hereby approve the Redeveloper Agreement in substantially the form attached hereto as Exhibit A.

Section 3. Execution of the Redeveloper Agreement. The Mayor of the City of Asbury Park, in the County of Monmouth (the “Mayor” and together with the City Manager and Chief Financial Officer of the City, an “Authorized Officer”) is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Redeveloper Agreement as determined by the Authorized Officers in consultation with counsel to the City and subject to the Redeveloper’s signing of the Redeveloper Agreement first, to execute the Redeveloper Agreement in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 4. Attestation and Sealing of the Redeveloper Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Redeveloper Agreement to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon to affix the corporate seal of the City upon such document.

Section 5. Implementation of the Redeveloper Agreement. Upon the execution and attestation and placing of the seal on the Redeveloper Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Redeveloper Agreement.

Section 6. Effective Date. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-490 which was finally adopted by the City Council at a meeting held on the 26th day of November, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK

REDEVELOPER AGREEMENT

THIS REDEVELOPER AGREEMENT is made as of this _____ day of _____, 2024 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

614 COOKMAN, LLC (the “Redeveloper”), a limited liability corporation approved to do business in New Jersey, with principal offices located at 513 Cookman Avenue, Asbury Park, New Jersey 07712.

WITNESSETH

WHEREAS, the Redeveloper is the owner of the real property located at 614 Cookman Avenue, Asbury Park, New Jersey which is identified on the City tax map as Block 2404, Lot 6 (the “**Property**”); and

WHEREAS, the Property is located within the Central Business District Redevelopment Area (the “**Redevelopment Area**”), a designated area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**LRHL**”), and its development is governed by the Central Business District Redevelopment Plan (as amended by Ordinance 2024-22 and any future amendments, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper is proposing to redevelop a portion of the Property with a redevelopment project consisting of the construction of a recording studio for sound, music and/or video production, mastering and rehearsal space, and supporting uses in accordance with the Redevelopment Plan (the “**Project**” as more fully described hereinbelow); and

WHEREAS, the Redevelopment Plan requires, among other things, that a property located within the Redevelopment Area may, among other permitted uses, be used as a Recording Studio (as such term is defined below) if the user enters into a redeveloper agreement with the City agreeing to certain operational standards for the Recording Studio; and

WHEREAS, the Parties wish to enter into this Redeveloper Agreement in order to set forth their respective rights and obligations with regard to the proposed redevelopment and use of the Project Space.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.1. Definitions. The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms:

“Affiliate” means an entity which is controlled by either the Redeveloper or by any individual or entity that owns a majority share of the Redeveloper or controls the Redeveloper. For purposes of this Agreement, the term “control” as used with respect to any party, shall mean the power to direct the affairs of an entity, whether by ownership of a majority of the beneficial interest, by contract, or otherwise.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable to the obligations of the Redeveloper under this Agreement and the construction of the Project on the Property including, but not limited to, the LRHL, the MLUL, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and State labor standards.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building Permit” shall mean a building permit issued by or on behalf of the City for the Project.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.07 of this Agreement.

“Certificate of Occupancy” shall mean 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.

“City Costs” shall have the meaning set forth within Section 8.01 of this Agreement.

“City Costs Escrow” shall have the meaning set forth within Section 8.01 of this Agreement.

“Commencement of Construction” and “Commence Construction” shall mean any activity authorized by a Building Permit associated with construction, including, but not limited to, the placement of any equipment upon properties to be used in construction, grading, excavation, or site preparation.

“Completion of Construction” and **“Complete Construction”** shall mean the substantial completion of the construction of the Project required under this Agreement.

“Construction Period” shall mean the period of time from Commencement of Construction through the Completion of Construction.

“Effective Date” shall mean the date that this Agreement is fully executed by the Parties.

“Event of Default” shall be as set forth in Article 7 of this Redeveloper Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of such obligations arising from causes beyond Redeveloper’s reasonable control and without its fault and including, without limitation, acts of God, acts of the public enemy, fires, floods, epidemics, quarantine or other governmentally imposed restrictions, freight, energy shortages, embargoes, unusual or severe weather, labor disputes or delays of contractors, subcontractors, or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean any final site plan for the development of the Project Space submitted to, and approved by, the Planning Board.

“Governmental Approvals” shall mean all unappealable government permits, licenses, consents and approvals, including the Planning Board Approval and any necessary approvals for the development, construction, lease, sale, or occupancy of the Project, or any part thereof, issued by or on behalf of any government entity and issued in reliance on the Applications for Governmental Approvals, including approvals from any utility.

“LRHL” shall mean the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“MLUL” shall mean the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Parties” shall mean the City and the Redeveloper.

“Planning Board” shall mean the planning board of the City established pursuant to N.J.S.A. 40:55D-23 of the MLUL.

“Planning Board Approval” shall have mean any approval granted by the Planning Board for the Project on the Property.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the requirements of Applicable Laws or Project Documents depending on the context of its use in this Redeveloper Agreement.

“Project” shall mean the redevelopment of the Project Space as a Recording Studio.

“Project Space” shall mean a portion of the space at the Property as set forth in Exhibit A annexed hereto.

“Project Documents” shall mean the Redevelopment Plan, Governmental Approvals, and this Redeveloper Agreement.

“Property” shall have the meaning as defined in the preamble to this Agreement.

“Recording Studio” shall mean a room or rooms used as a recording studio for sound, music and video production, mastering and rehearsal space, and supporting uses, as more fully defined within the Redevelopment Plan.

“Redeveloper” shall mean 614 Cookman, LLC, a limited liability corporation approved to do business in New Jersey, with principal offices located at 513 Cookman Avenue, Asbury Park, New Jersey, or any successor-in-interest to 614 Cookman, LLC as approved by the City in accordance with Article 6 of this Agreement.

“Redevelopment Plan” shall have the meaning as defined in the preamble to this Agreement.

“State” shall mean the State of New Jersey.

“Transfer” shall have the meaning as set forth within Article 6 of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the LRHL to enter into this Redeveloper Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein to which the City is a party, and the consummation of the transaction contemplated hereby, and to the best of the City’s knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City, there are no writs, injunctions, orders or

decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Agreement.

(d) This Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party.

(e) The City represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the City pursuant to the Redevelopment Plan or this Agreement.

(f) The use of the Project Space as a Recording Studio on the Property as contemplated by this Agreement is authorized by Applicable Laws and by the Redevelopment Plan.

2.02. Representations and Warranties of Redeveloper. The Redeveloper hereby makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and to perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date.

(b) The Redeveloper is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

(c) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) The Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party.

(e) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, all information and statements included in any information submitted by the Redeveloper, or at its direction, to the City and its agents, counsel and consultants, are true and correct in all respects. The Redeveloper acknowledges that the facts and representations contained in the information

submitted by Redeveloper are a material factor in the decision of the City to enter into this Agreement.

(f) The Redeveloper agrees that the cost and financing of the development of the Project Space will be the responsibility of the Redeveloper pursuant to the Redevelopment Plan and the Agreement, and that the City shall not be responsible for any cost whatsoever in respect to same.

(g) The Redeveloper is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in the Project Space.

(h) All information provided or to be provided to the City by the Redeveloper indicating that the Redeveloper is financially capable of developing the Project in the Project Space and with respect to its finances is accurate and complete in all material respects and the Redeveloper is not aware of any information that would make the information provided either inaccurate or misleading in any material respect.

(i) To the best of its knowledge after diligent inquiry, the Redeveloper is not delinquent with respect to any uncontested taxes, payments in lieu of tax, service charges, or similar obligations due and owing to the City for any property owned by the Redeveloper located within the City.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) If it is determined that the MLUL and/or the Redevelopment Plan requires City Planning Board approval of the Redeveloper's Plans for development of the Project Space with a Recording Studio, the City covenants to request special meetings of the City's Planning Board as reasonably requested by the Redeveloper in order to expedite the review and/or approval, as the case may be, of those Plans.

3.02. Covenants and Restrictions of Redeveloper.

(a) The Redeveloper shall construct the Project in the Project Space in the Property in accordance with the Redevelopment Plan and Applicable Laws. The Parties recognize and agree, however, that the Redeveloper has no obligation to redevelop the Project Space as a Recording Studio, and that if the Redeveloper provides written notice to the City that the Redeveloper has chosen not to redevelop the Project Space as a Recording Studio, then this Redevelopment Agreement shall terminate.

(b) The Redeveloper shall keep the Project Space free from any substantial accumulation of debris or waste materials, other than accumulation of debris or waste materials in the normal course of constructing the Project, and shall maintain in good condition any landscaping required to be planted on the Property.

(c) The Redeveloper shall, in connection with its use or occupancy of the Project Space, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project or the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Redeveloper and its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) The Redeveloper shall, in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the Completion of Construction in accordance with this Agreement, the Redevelopment Plan, and Applicable Laws.

(e) The Redeveloper shall, upon Completion of Construction, obtain all Governmental Approvals required authorizing the occupancy and uses of the Project Space for the purposes contemplated hereby.

(f) Subject to Section 3.02(a), the Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project Space, subject to an Event of Force Majeure.

(g) The Redeveloper shall cause the Project Space to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(h) The Redeveloper shall develop, finance, construct, operate and maintain the Project Space consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Agreement, including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redeveloper Agreement.

(i) The Redeveloper shall indemnify the City as set forth in Section 13.08 hereof.

(j) The Redeveloper will promptly pay any and all taxes, payments in lieu of taxes, service charges, or similar obligations when owed to the City, with respect to the Property or any other property in the City owned by the Redeveloper.

3.03. Enforcement by City. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land

or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, after the applicable notice and grace period, to exercise all the rights and remedies as set forth in Article 7 of this Agreement.

3.04. Duration of Covenants. The covenants set forth in Section 3.02 shall be deemed satisfied upon termination of this Agreement or upon the expiration of the term of this Agreement.

ARTICLE 4

PROJECT IMPLEMENTATION AND DEADLINES; TERM OF AGREEMENT; TERMINATION

4.01. General Project Scope. It is understood and agreed by and between the Parties that the Redeveloper has the right, but not the obligation, to develop the Project Space at the Property as a Recording Studio consistent with all Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Agreement. If the Redeveloper provides written notice to the City that the Redeveloper has chosen not to develop the Project Space as a Recording Studio, then this Redevelopment Agreement shall terminate.

4.02. Applications for Governmental Approvals. The Redeveloper shall use commercially reasonable efforts to submit (if not already submitted) and to diligently prosecute to conclusion, all Applications for Governmental Approvals necessary for the financing, development, construction, operation, and maintenance of the Project in the Project Space on the Property. To the extent (if at all) that the Redeveloper must obtain Planning Board approval, as may be required by the MLUL and/or the Redevelopment Plan, for its proposed Project in the Project Space, the plans that the Redeveloper submits to the Planning Board shall show in detail the sound mitigation materials that will be used so that the Recording Studio complies with the noise and sound mitigation requirements set forth within the Redevelopment Plan. If Planning Board approval is not required for the Project, then the Redeveloper shall, as a pre-condition to the City's issuance of a Zoning Permit for the Project, submit plans to the City for the City's approval that show in detail the sound mitigation materials that will be used so that the Recording Studio complies with the noise and sound mitigation requirements set forth within the Redevelopment Plan

4.03. Building Permits. Upon the receipt of all Governmental Approvals (other than Building Permits) necessary for the development of the Project in the Project Space, the Redeveloper shall promptly and in a commercially reasonable manner, and in any case, no later than 60 days after the receipt of all Governmental Approvals (other than Building Permits) necessary for the development of the Project in the Project Space, complete construction drawings, and submit applications for Building Permits necessary for the development of the Project in the Project Space and shall use commercially reasonable efforts to diligently prosecute the applications to conclusion. The construction drawings submitted by the Redeveloper shall show in detail the sound mitigation materials that will be used so that the Recording Studio complies with the noise and sound mitigation requirements set forth within the Redevelopment Plan.

4.04. Commencement of Construction. Subject to a tenant entering into a lease agreement with the Redeveloper for the lease of the Project Space as a Recording Studio, the Redeveloper shall Commence Construction of the Project within eighteen (18) months of the Effective Date of this Agreement.

4.05. Completion of Construction. Subject to a tenant entering into a lease agreement with the Redeveloper for the lease of the Project Space as a Recording Studio, the Redeveloper shall Complete Construction of the Project within thirty (30) months of the Effective Date of this Agreement.

4.06. Deadlines: Extensions. Upon the occurrence of an Event of Force Majeure, all deadlines contained in this Agreement shall be extended for the period of time equal to the delay caused by the occurrence of the Event of Force Majeure.

4.07. Certificates of Occupancy. (a) Upon the Redeveloper's Completion of Construction of the Project in the Project Space, the Redeveloper may apply to the City for the issuance of a Temporary Certificate of Occupancy and/or a Certificate of Occupancy for the Recording Studio in the Project Space.

(b) The issuance of a Temporary Certificate of Occupancy or a Certificate of Occupancy for the Project Space shall constitute a conclusive determination of the satisfaction and termination of all the Redeveloper's construction obligations set forth within Article 4 of this Agreement and of all of the Redeveloper's construction-related covenants and restrictions set forth within Section 3.02 of this Agreement.

4.08. Term of Agreement. This Agreement shall take effect as of the Effective Date and shall expire two years from the date that the Recording Studio in the Project Space is used and occupied by a tenant.

4.09. Termination of Agreement. In the event that this Agreement is terminated as provided under Sections 3.01(a) and 4.01, then any funds remaining in the City Costs Escrow shall first be utilized to fully satisfy any outstanding City Costs, and then any remaining funds shall be promptly returned by the City to the Redeveloper.

ARTICLE 5 RESTRICTIONS ON THE USE AND OPERATION OF THE PROPERTY

5.01. Compliance With Sound Mitigation Requirements. Any recording studio on the Property shall comply with the noise and sound mitigation requirements set forth within the Redevelopment Plan, including but not limited to the sound mitigation measures on page 12B of the original Redevelopment Plan and in the Amendment to the Redevelopment Plan, as well as City and State noise regulations.

5.02. Reporting Requirements. No sooner than three (3) months nor later than eight (8) months after a tenant commences its operation of a Recording Studio in the Project Space at the Property, the Redeveloper (either itself or through its tenant) will provide the City with a

written report prepared by a qualified sound mitigation expert measuring the levels of sound emanating from its Recording Studio. After the submission of that initial report, the Redeveloper (either itself or through its tenant) shall thereafter provide the City with a written report prepared by a qualified sound mitigation expert measuring the levels of sound emanating from its Recording Studio at six-month intervals for so long as the Project Space continues to be used as a Recording Studio. All reports required to be submitted herein shall be sent to the attention of the City Manager.

5.03. Sound Mitigation Requirements. If, either at the time that the written report required under Section 5.02 is submitted to the City or at any other time, there is a complaint that there is sound emanating from a Recording Studio that is audible to persons outside the exterior of the building on the Property housing the Recording Studio, the City shall investigate the complaint as set forth in Section 5.04 herein below. If it is determined by the City as a result of that investigation that there is sound emanating from a Recording Studio that is audible to persons outside the exterior of the building on the Property, the Redeveloper shall (either itself or through its tenant) immediately stop using the room (or rooms) which have been identified as the source of the emanating sound until such time that it either installs additional sound mitigation materials in the room (or rooms) in order to correct these issues or until it converts the room (or rooms) to some other non-sound generating purpose so that the room (or rooms) meets the noise and sound mitigation requirements of the Redevelopment Plan. Whatever remedy is used by the Redeveloper, it will be the Redeveloper's obligation to correct the problem so that the noise and sound mitigation requirements set forth within the Redevelopment Plan are satisfied.

5.04. City Access To Recording Studios. Upon receipt of a noise complaint of excessive sound emanating from the Recording Studio on the Property, the Redeveloper (either itself or through its tenant) shall provide the City's Zoning Department and the City's sound consultant with access to the Recording Studio within two (2) business days of the noise complaint so that the City may arrange for the measurement of the sound levels emanating from the Recording Studio. The Redeveloper (either itself or through its tenant) shall assist in the sound level measurements as requested by the City's Zoning Department and the City's sound consultant.

5.05. Youth Participation In Recording Studio. The Redeveloper shall include a requirement in its lease of the Project Space for a Recording Studio requiring its tenant to make good faith efforts to advertise and to provide opportunities for City residents under the age of 18 (hereinafter referred to as "City Youth") to participate in on-site programs at the Recording Studio. Such good faith efforts may include, but are not limited to, (i) publishing advertisements and holding regular informational sessions at the Asbury Park High School and, as appropriate, at local colleges and the Dr. Martin Luther King Jr. Middle School, indicating the availability of paid or unpaid internships and other opportunities for City Youth participation in the Recording Studio, (ii) providing at least one (1) and up to five (5) paid or unpaid internships at the Recording Studio to City Youth during each semester or term of each school year, and (iii) providing other opportunities for City Youth participation in the Recording Studio as proposed by the Redeveloper or its tenant and as approved by the City. The Redeveloper (either itself or through its tenant) shall provide written reports to the City on October 1 and on April 1 of each year summarizing the good faith efforts that it has made in that school year to satisfy these City Youth participation

obligations. All reports required to be submitted herein shall be sent to the attention of the City Manager. Should the Redeveloper (either itself or through its tenant) fail to comply with these good faith efforts required herein to the satisfaction of the Mayor and City Council of the City and/or fail to file the written reports, that shall be an Event of Default under this Agreement.

5.06. Discounts for City Youth Residents. The Redeveloper shall include a provision in its lease of the Project Space for a Recording Studio requiring its tenant to use its best efforts to offer discounts to Asbury Park residents under the age of eighteen (18) for memberships and other use/entry fees for the Recording Studio.

ARTICLE 6 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

6.01. Prohibition Against Transfers of Interests by Redeveloper. The Redeveloper agrees that during the term of this Agreement, there shall be no sale, transfer or assignment of (i) the Property; (ii) any equity interest in the Redeveloper, nor any direct or indirect change in control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (iii) the Agreement, without the express prior written consent of the City, which consent shall not be unreasonably withheld by the City so long as the proposed assignee demonstrates that it is capable of assuming these obligations and signs an assignment agreement, in a form approved by the City, agreeing to assume all of the rights and obligations of the Redeveloper under this Agreement.

ARTICLE 7 DEFAULT AND REMEDIES

7.01. City Defaults. The following shall constitute an Event of Default by the City: The failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of thirty (30) days, after receipt by the City of written notice from Redeveloper specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than ninety (90) days after such written notice.

7.02. Redeveloper Defaults. Any one or more of the following shall constitute an Event of Default by the Redeveloper: The failure of the Redeveloper to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of thirty (30) days, after receipt by the Redeveloper of written notice from the City specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same as soon as practicable but in no event later than ninety (90) days after such written notice.

7.03. Remedies of City Upon Event of Default by Redeveloper. (a) Whenever any Event of Default by the Redeveloper shall have occurred and shall be continuing, after the applicable notice and cure period, the City may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Redeveloper Agreement.

(b) In addition to, and not in limitation of, the remedies available to the City as set forth above, the City may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 6; or (ii) any action by the Redeveloper in breach of covenants as set forth in Section 3.02.

7.04. Remedies of Redeveloper Upon Event of Default by City. Whenever any Event of Default by the City shall have occurred and be continuing, the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City under this Redeveloper Agreement; provided, however, that the City shall not be subject to punitive, consequential or special damages of any kind.

7.05. Restoration of Status. In case the City or the Redeveloper, as applicable, shall have proceeded to enforce its rights under this Redeveloper Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Redeveloper, as applicable, then and in every such case, the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

7.06. Failure or Delay by Either Party. Except as otherwise expressly provided in this Redeveloper Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.07. Remedies Cumulative. No remedy conferred by any of the provisions of this Redeveloper Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.08. Waiver. No waiver made by any party with respect to any obligation of any other party under this Redeveloper Agreement shall be considered a waiver of any rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

ARTICLE 8 ESCROW FOR CITY COSTS

8.01. Professional Costs Escrow. The Redeveloper shall be solely responsible to pay all of the reasonable professional costs and expenses incurred by the City (excluding costs and expenses incurred by City employees) in connection with the negotiation and administration of this Redeveloper Agreement and the preparation of authorizing legislation and any other professional costs relating to the Project Space, including but not limited to the costs of the City's retention of a sound consultant certified in taking and reviewing decibel level readings (collectively, the "**City Costs**"). The Redeveloper shall be responsible to fund an escrow account to be held by the City for use by the City in paying the City Costs (the "**City Costs Escrow**"). Simultaneously with its submission of the executed Redeveloper Agreement to the City, the Redeveloper shall pay the City an initial deposit in the sum of ten thousand (\$10,000.00) dollars to be deposited by the City into the City Costs Escrow and used for the purposes authorized herein. If the City Costs Escrow is depleted so that there is only two thousand five hundred (\$2,500.00) dollars or less remaining in the escrow and there are still City Costs to be paid, the City shall provide written notice to the Redeveloper requiring the Redeveloper to replenish the City Costs Escrow with another ten thousand (\$10,000.00) dollars or in an amount to be determined by the City and, within fifteen (15) days of its receipt of such written notice, the Redeveloper shall replenish the City Costs Escrow in that amount. Upon the termination of this Agreement or the expiration of the term of this Agreement, any funds remaining in the City Costs Escrow shall first be utilized to fully satisfy any outstanding City Costs, and then any remaining funds shall be promptly returned by the City to the Redeveloper.

8.02. Escrow Procedures. The City Costs Escrow shall be held by the City in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated account referenced to the Agreement. The City shall use the escrow account in accordance with the provisions of this Redeveloper Agreement. All professional staff, retained professionals and outside consultants shall bill their time in tenth (1/10) hour increments in accordance with their current contracts with the City.

ARTICLE 9 EVENTS OF FORCE MAJEURE – DELAYS

9.01. Force Majeure Delays. For the purposes of any of the provisions of this Redeveloper Agreement, no party, as the case may be, nor any successor in interest, shall be considered in breach of, or in default with respect to its obligations hereunder for their failure to satisfy a deadline due to the occurrence of an Event of Force Majeure. Rather, such deadline will be extended for the period of time equal to the delay caused by the Event of Force Majeure. In addition, with respect to the construction schedule, to the extent that the City shall fail to act upon complete, compliant and properly submitted Applications for Governmental Approvals in the time frame established by law or regulation, upon notice to the City of such delay, the relevant dates in the construction schedule shall be extended on a day for day basis for each day that such approval is delayed.

ARTICLE 10 COOPERATION AND COMPLIANCE

10.01. Implementation of Redeveloper Agreement and Redevelopment Plan. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable

documentation, certificates, and consents in order to satisfy the terms and conditions of this Redeveloper Agreement and the Redevelopment Plan.

10.02. Enforcement of Redeveloper Agreement and the Redevelopment Plan. The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Redeveloper Agreement and the Redevelopment Plan.

ARTICLE 11 CITY POWERS

11.01. City Council Acting on behalf of City. The City shall exercise its powers, duties, rights, and responsibilities set forth in this Redeveloper Agreement by resolution unless otherwise provided by law, the Redevelopment Plan, or this Redeveloper Agreement, provided, however, that nothing herein shall prohibit the City from delegating to a Redevelopment Entity other than the City Council any of the powers, duties, rights, and responsibilities that may be exercised by a redevelopment entity under the LRHL.

ARTICLE 12 MORTGAGE FINANCING; RIGHTS OF MORTGAGEE [INTENTIONALLY OMITTED]

ARTICLE 13 MISCELLANEOUS

13.01. No Consideration for Agreement. The Redeveloper warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants that it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Agreement.

13.02. Non-Liability of Officials and Employees of the City and the Redeveloper.

(a) No member, official or employee of the City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

(b) Unless otherwise obligated hereunder as a guarantor, no member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the City, or their successors, on any obligation under the terms of this Agreement.

13.04. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Parties. In the case of the City, this Agreement cannot be modified, waived, amended, discharged or changed without formal action by the City Council.

13.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

13.06. Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

13.07. Severability. The validity of any Articles, Section, clauses or provisions of this Agreement shall not affect the validity of the remaining Articles, Sections, clauses or provisions hereof.

13.08. Indemnification. The Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with (i) any breach by the Redeveloper or its agents, employees or consultants, of the Redeveloper's obligations under this Agreement, or (ii) the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no defense or indemnification shall be required pursuant to this Section in the event that the indemnification otherwise due pursuant to this Section is attributable to the gross negligence of the City.

13.09. Estoppel Certificates. Within fifteen (15) days following written request by the Redeveloper, or of any Permitted Mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time and the giving of notice, would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the event that the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. The Redeveloper shall not request and the City shall not be required to issue more than three (3) estoppel certificates in any calendar year.

13.10. Casualty Loss. If, prior to Completion of Construction of the Project, any part of the Project is damaged as a result of fire or other casualty, the obligations of the Parties hereto shall remain unaffected; provided, however, to the extent that such casualty is not otherwise an event of Force Majeure, that if Redeveloper believes in good faith that an extension of time within

which the Redeveloper is required to Complete Construction is necessary due to casualty loss, the Redeveloper shall immediately notify the City that the date for Completion of Construction should be adjusted as aforesaid and the City and the Redeveloper shall cooperate to reasonably determine to what extent, if any, the scheduled Completion of Construction date shall be extended. The Redeveloper hereby agrees to furnish the City with written notification of any such fire and casualty within twenty-four (24) hours of the occurrence of such event.

13.11. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Monmouth County, New Jersey, and the Redeveloper hereby waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

13.12. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this paragraph, with a copy contemporaneously sent via electronic mail to the addresses provided below.

If to the City:

City of Asbury Park

Lillian Nazzaro, City Manager
One Municipal Plaza
Asbury Park, New Jersey 07712

with copies to:

David A. Clark, Esq.
Dilworth Paxson, LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

If to the Redeveloper:

614 Cookman, LLC
513 Cookman Avenue
Asbury Park, New Jersey 07712

with copies to:

The Law Office of Andrew J. Karas, Esq.
807 Summerfield Avenue, Suite 2E
Asbury Park, New Jersey 07712
Attention: Andrew J. Karas, Esq.

13.13. Successors Bound. This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

13.14. Exhibits. Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

13.15. Authorization. Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the Parties have executed this Redeveloper Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

THE CITY OF ASBURY PARK

By: _____

Name: _____

Title: Mayor, City of Asbury Park

Witness:

614 COOKMAN, LLC

By: _____

Name: _____

Title: _____

**EXHIBIT A
PROJECT SPACE**

Attachment: RDA (614 Cookman) 112224 (00461817-3xE471A) (2024-490 : Resolution Of The Mayor And City Council Of The City Of Asbury



Minutes
Meeting of the Municipal Council
Tuesday, November 26, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-492 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, good evening to all of you, and wishing you all a Happy Thanksgiving.

Council member Chapman stated, I'd also like to wish everybody a Happy Thanksgiving and to acknowledge all the organizations and volunteers that help provide thanksgiving meals for our residents. And as we get further into the holiday season, I want to remind everyone that the Asbury Park toy drive serves over 800 families, and there are drop boxes around the city including city hall so if you can donate a toy or some financial contributions, please consider it as we got into the holiday season.

Council member Clayton stated, just a happy and safe thanksgiving to you and your families.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, just the same thing, a happy healthy, thanksgiving holiday to all, if anybody is traveling, be careful.

Matters from City Manager

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

Matters from City Attorney

Attorney, Aileen Brennan had no matters at this time.

1. Presentation by APW Developer, LLC of Redevelopment Project at 1001 Ocean Avenue, 105 Third Avenue and 105 Second Avenue- Block 4004, Lots 1,2, and 3

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Matthew Whalen made a comment about the window decorating contest for businesses in town.

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

MINUTES

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

1. Municipal Council- Executive Meeting November 13, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Nov 13, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2024-493 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2024 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Mayors Wellness Campaign
Community Mental Health Grant

2024-494 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2024 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement
Proceeds

2024-495 Resolution to Refund Overpaid Municipal Charges for Various Properties

INDIVIDUAL RESOLUTIONS

2024-496 Resolution Authorizing the Payment of Bills

PO # 24-03232 was removed from the bill list.

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

2024-497 Resolution Authorizing Payment for Emergency Traffic Signal Repairs Needed at
Cookman Avenue and Heck Street

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

2024-498 Resolution Authorizing Fiber Cable Installation at the New Fire Department
Headquarters

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

2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for
Design, Contract Administration and Inspection of Traffic Signal Installation at Grand
and Sunset Avenues

RESULT:	TABLED [UNANIMOUS]
	Next: 12/11/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-500 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season

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

2024-490 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Redeveloper Agreement With 614 Cookman, LLC For A Project In The Property Located At 614 Cookman Avenue Identified On The City Tax Map As Block 2404, Lot 6

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

ADJOURNMENT

The meeting was adjourned at 6:37 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:57 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk