



Agenda
Meeting of the Municipal Council
Wednesday, February 27, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Madison Asbury Retain, LLC:
 - 1. Renovations to the Fourth Avenue Pavillion(Block 4502, Lots 1 and 13)
- D. Matters from City Manager
 - 1. North End Boardwalk Presentation
- E. Review of Agenda Items for February 27, 109 Regular Meeting
- F. Matters from City Council
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.

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

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



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

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

MEMO

Technical Review Committee

To: Mayor and Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Esq., Redevelopment Counsel
Madison Asbury Retail, LLC, Applicant

Date: February 15, 2019

Re: **TRC REVIEW**
MADISON ASBURY RETAIL, LLC
Fourth Avenue Pavillion
Block 4502, Lots 1 and 13
SITE PLAN CONCEPTIAL REVIEW

The TRC met on January 18, 2019 to review an amendment to the renovation of the Fourth Avenue Pavillion. The renovation of the Fourth Avenue Pavillion consists of recladding of the building exterior, elevator installation, gut renovation to existing floors, the addition of a patio deck on Ocean Avenue and new signage. The applicant Asbury Madison Retail, LLC, has asked for an amendment of the previous 2016 approval for renovation. The applicant's amendment is based on feedback from "the market" of possible tenants of the second floor of the building. The applicant desires to eliminate the roof deck and the configuration for second floor office space. The second floor would be an open floor space. There is interest from entertainment users for a large open floor plan for activities such as arcade games, ping pong, and pool. However, the applicant would like to retain the option of converting the second floor to office space if the market so dictates.

The building square footage of the proposed design is 33,800 square feet total, not including the basement, with 16,900 square feet for each floor. The basement is an

additional 33,800 square feet. The building coverage is 60.7%. The building height is two stories with 25'-0" at Ocean Avenue and 21'-1" at the boardwalk. The lot area of the site is 25,058.97 square feet (0.575 acres) with 228.99 feet of lot frontage.

There are 17 changes to the plans from the 2017 approval.

The stair layouts for the Ocean Avenue side wood deck walkway platform are redesigned. The walkway has been redesigned so that there are additional stairs from the sidewalk to the doors of the building. Stairways to front deck will be similar to the design of the Fifth Avenue Pavillion. There is a desire to create deck space to displace retail wares or provide outside seating for restaurants.

An Ocean Avenue entrance was added to access the basement storage space. The stairs and elevator do not go down to basement as there will be no public use of the basement. Lifeguard area will stay as is with bathrooms and lockers in the basement. The rest of the basement is unoccupied.

The applicant has created the option to adapt the public arcade within the center column bays of the building to future retail tenant spaces. The center bay can have a future tenant and use the second floor or it can have the option to be a common corridor or breezeway.

The interior translucent flooring for all floors has been eliminated. A solid floor allows for more flexibility in renting the space.

The applicant is replacing the overhead glass door and side egress doors with two swing double door figurations along the boardwalk side at the center column bay of the building. The overhead glass door to the breezeway has been eliminated to allow tenant flexibility.

The Central monumental stair and elevator configuration has been redesigned for tenant rental flexibility. The central arcade may be a lobby for upstairs or remain a breezeway.

The central monumental stair and elevator to the basement or rooftop levels has been removed.

The first floor space for retail and restaurant tenants has been slightly modified.

The second floor has been designed to adapt to retail, food service and/or amusement/recreation use for the second floor. All the spaces on the second floor can be readapted for one tenant or several types of tenants. Second floor access is only in the center of the building.

North and South end balcony spaces are reconfigured. End balconies are now larger. The second floor balconies are private for the users of the second floor. If the tenant serves food and beverage, they may be consumed on the balconies.

The stair extensions to the roof level are now eliminated.

All support spaces on the roof top are eliminated such as the deck, bathrooms and storage. Only mechanical screening is left on the roof. There is a roof hatch for access.

The proposed façade materials are gray metal storefront, white stucco, precast concrete, brick at the ends of the building, metal roof fascia, and metal gray metal panels to screen the mechanicals. Brick finishes are reduced to north and south stair towers. Introducing stucco finishes to the majority of the building. The façade brick will either be red or white. It will be up to the individual tenants to outfit the front of their leased spaces.

Canopy locations are reconfigured and the redesign center building Public Arcade entrance is redesigned to allow it to be an entrance for a future tenant. The canopy locations did not change significantly, but are more symmetrical and uniform. Canopy material is composite of resin and metal. They are hard canopies. Canopy colors have already been selected by the municipal planning board and no change is sought at this time. Any color change in the future should be reviewed by the Planning Board Design Review Committee.

Tenant building signage, the art mural walls and exterior lighting have been reconfigured. Each tenant will have a 2 X 8 foot wall mounted sign and a 1 X 4 foot blade sign. There is an extra mural location so that the north and south elevations have 2 murals each for 4 total. Murals would be changeable. Each new design would seek approval from the City of Asbury Park Public Art Commission. Lighting will be LED recessed and shall be a thin band for the murals and signage band. Blade signs are lit with building mounted spot lights. The wall and blade signs are not direct lit.

The rooftop equipment screen will change from composite wall panels to metal wall panels.

The composite wall panels at the end stair tower locations along Ocean Avenue side are replaced with monumental artistic signage elements on the stucco finished surface. The signage will be submitted for separate approval once tenants are selected. Only conceptual approval and locations are sought at this time.

The mechanical equipment is changing. The electrical switch gear shall be located on the main level. No mechanicals will be below base flood elevation. Existing transformers

shall be used. The kitchen mechanicals will be screened and the proposed building design will make them easier to screen than those of the Fifth Avenue Pavillion.

Sidewalks are not changing and ADA access is not changing.

Stormwater runoff will be handled as a direct connection with roof leaders that tie into the inlets.

The TRC indicated their preference for white brick rather than red brick as it is more in keeping with Art Moderne design principals which is the dominant architecture of the waterfront. The white surface will also visually attract more attention to the murals. In addition, the white brick matches the window materials

TRC Comments and Recommendations

The TRC recommended that white brick be used instead of red brick because it is more in keeping with the design guidelines of the plan to maintain the Art Moderne design of the waterfront area. In addition, the planning board should analyze the lighting and that large logos and signage will receive board approval when the designs are fully developed.



Agenda
Meeting of the Municipal Council
Wednesday, February 27, 2019
REGULAR MEETING 7:00 PM

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

2019-88 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Professional Service Contracts - Interviews
2. Amendments to the Waterfront Redevelopment Agreements
3. Interfaith Neighbors - Parkview AP Redeveloper's Agreements

B. Personnel

1. City Manager's Contract
2. Assistant to the City Manager Position

C. Litigation

1. 545 Lake Urban Renewal, LLC v. City of Asbury Park

D. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

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

E. Public Participation

F. Minutes

- Executive Minutes of Feb 13, 2019 4:00 PM
- Municipal Council - Work Session - Feb 13, 2019 6:00 PM
- Municipal Council - Regular Meeting - Feb 13, 2019 7:00 PM

G. Consent Agenda Resolutions

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

- 2019-89 Resolution Approving Special Event Applications
- 2019-90 Resolution to Refund Overpaid Taxes 3705-10.22 1706 Park Ave, Unit PHA
- 2019-91 A Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

H. Individual Resolutions

- 2019-92 Resolution Amending Temporary Budget Appropriations for 2019 Budget
- 2019-93 Resolution Approving Payment of Bills
- 2019-94 Resolution Amending a Contract for Installation of Playground Equipment
- 2019-95 Resolution Authorizing the use of Contracts with Approved Omnia Partners Government Purchasing Alliance National Coop Vendors
- 2019-96 Authorizing the Award of a Contract Regarding the Operation of a Seasonal Concession Involving surf lessons
- 2019-97 Authorizing the Award of a Contract Regarding the Operation of a Seasonal Concession Involving the Rental of Pedal Boats for Wesley Lake
- 2019-98 Authorizing the Award of a Contract Regarding the Operation of a Seasonal Concession Involving the Rental of Umbrellas, Beach Chairs and Other Items
- 2019-99 Awarding Bid for Printing Services
- 2019-100 Resolution Authorizing Purchase of Ammunition and Targets for the Police Department
- 2019-101 Resolution Authorizing the Purchase of One Hot Water Coils in HV-4 Air Handler at the Wastewater Treatment Plant

- 2019-102 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith
- 2019-103 Resolution Approving Second Amendment to the Redevelopment and Land Disposition Agreement by and Between the City of Asbury Park, as Redevelopment Entity, and Interfaith Neighbors, Inc.
- 2019-104 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Redevelopment Entity, Granting an Amendment to Conceptual Approval To Asbury Partners, LLC Regarding the “Summer Experience” installation on Block 3802, Lot 1 and to continue the sign installation on Block 4004, lots 2 and 3; and referring the matter to the planning board for Appropriate approvals

I. Ordinances

1. Introduction

- 2019-11 Ordinance Amending The Central Business District Redevelopment Plan

2. Second Reading/Public Hearing

- 2019-2 An Ordinance Amending and Supplementing Articles and Sections of Chapter Thirteen Abandoned and Vacant Properties

J. Adjournment

**RESOLUTION NO. 2019-88****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 February 27, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Professional Services Contract – Interviews
2. Amendment to the Waterfront Redevelopment Plan
3. Interfaith Neighbors – Parkview AP Redeveloper's Agreement

B. Personnel:

1. City Manager Contract
2. Assistant to the City Manager Position

C. Litigation:

1. 545 Lake Urban Renewal, LLC v. City of Asbury Park, et al.

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.

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 13, 2019
WORK SESSION

Announcement by the City Clerk

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

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

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

City Manager Capabianco had no issues.

Review of Agenda Items for February 13, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Chapman stated that the Dana and Christopher Reeve Foundation will be holding a fundraiser at Langosta Lounge on February 28 from 6 p.m. to 9 p.m. This foundation provided the City with the beach mats and mobile beach chairs.

Council Member Clayton stated that the pay by plate is now available throughout the City.

Council Member Kendle stated that the Asbury Park Recreation Committee will be sponsoring a Card Playing evening.

Deputy Mayor Quinn sent her condolences to the Asbury Park resident who lost their partner recently.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters

Items to be presented by Asbury Partners, LLC:

1. Asbury Park Beach Club Project

Jennifer Smith, Esquire was present on behalf of the applicant Asbury Partners, LLC. The professionals representing the applicant reviewed the proposed Asbury Park Beach Club project with the City Council.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Feb 13, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, February 13, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-72 Resolution Authorizing a meeting which excludes the public

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

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

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Kay Harris, Veronica Vasquaz, Bernie Ramos, ?? Preston, Pam Lamberton, Madeline Monico, Polly Shova, Joyce Grant, Hugh McKlutzky, Anita Cumberson, Dr. Herbert Phoenix, Jr., Linda Leahey, Joe Coakley, Linda Phillips, Gus Rafano, Diana Petit, Teresa Jones, Doug McQueen, Maurren Nevins, Johad Peoples, Lana Leondard, Felicia Simmons, Tracey Rogers, Katherine Healey, Christian Hubert, Jess Alaimo, Genise Hughes, Mike Cassalano, Emily Patterson, Nicole Harris, Maryann Antinucci, Arthur Schlossback, Tom DeSano, Carrie Butch, Cliff Young, Paul Edgecomb, Melanie Mullner, Reggie Philman and Bill Macklin.

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to close the meeting to the public. All were in favor.

Mayor Moor called for a five minute break.

Deputy Mayor Quinn made a statement to the public.

Brian Cheripka from Asbury Partners, LLC,/iStar responded to the questions and comments made by the public.

ANNOUNCEMENT BY MAYOR MOOR OF MAYOR'S APPOINTMENT TO THE LIBRARY BOARD COMMITTEE

Mayor Moor appointed Werner Baumgartner as a member of the Library Board for an unexpired term of December 31, 2021.

MINUTES

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

1. Executive Session Minutes of Jan 23, 2019 4:00 PM
2. Municipal Council - Work Session - Jan 23, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jan 23, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2019-73 Resolution Authorizing Cancellation of Municipal Tax Sale Certificates Due to Erroneous Name of Lien Holder
- 2019-74 Resolution Establishing Policies and Procedure for the Payment of Claims, Claimant's Signature for Payment Pursuant to N.J.S.A. 40a:5-16, N.J.A.C. 5:30-9a.6 And N.J.A.C. 5:31-4.1
- 2019-75 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1213 Washington Ave.)

- 2019-76 Appointment to the Recreation Advisory Committee

The following members are being appointed with a term expiring December 31, 2019: Sylvia Sylvia and Vishal (Vic) Sood.

- 2019-77 Resolution Authorizing Appointments to the "Sunset Lake Commission"

The following members are being appointed:

Chester Boles, Regular Member

Term Expire: 12/31/2020

Minutes Acceptance: Minutes of Feb 13, 2019 7:00 PM (Minutes)

Christopher Avallone, Alternate 2

Term Expire: 12/31/2019

2019-78 Appointing Members to the Planning Board (Class III and IV)

The following members are being appointed:

Jennifer Souder- Term to expire on December 31, 2022

Jim Henry - Unexpired term of December 31, 2020

2019-79 Appointing Members to the Zoning Board of Adjustment

The following member is being appointed:

Stephanie Hunnell - Term to expire on December 31, 2022

INDIVIDUAL RESOLUTIONS

2019-80 Resolution Amending Temporary Budget Appropriations for 2019 Budget

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

2019-81 Resolution Approving Payment of Bills

Deputy Mayor Quinn abstains from PO 18-00078.

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

2019-82 Resolution Amending the PBA contract

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

2019-83 A Resolution Authorizing Entering into an Agreement with the Township of Neptune regarding Wesley Lake

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

2019-84 Resolution Approving Change Order #1 for Bridge and Heck Street Improvements

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

2019-85 Authorizing a Professional Services Contract to T&M Associates to Conduct Remedial Investigation (RI) Services at the Fire House

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

2019-86 Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

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

2019-87 Resolution Authorizing the Purchase of a Kubota and Refuse Dump Box for the Beach Department

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

ORDINANCES

Introduction

2019-4 Ordinance of the City of Asbury Park Supplementing Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-5 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-6 Bond Ordinance Providing for Various Beach Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”); Appropriating \$15,000,000 Therefor and Authorizing the Issuance of \$15,000,000 Bonds or Notes of the City to Finance Part of the Costs Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [3 TO 1]
	Next: 3/13/2019 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn
ABSTAIN:	Jesse Kendle

2019-7 Bond Ordinance Providing for Parking Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$440,000 Therefor and Authorizing the Issuance of \$440,000 in Bonds or Notes to Finance the Cost Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-8 Bond Ordinance Providing for Acquisition and Installation of Security Cameras for the Beach Area, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (The “City”); Appropriating \$200,000 Therefor and Authorizing the Issuance of \$200,000 Bonds or Notes of the City to Finance Part of the Costs Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-9 Bond Ordinance Providing for Various 2019 Capital Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$2,000,000 Therefor and Authorizing the Issuance of \$1,904,759 Bonds or Notes of the City to Finance Part of the Cost Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-10 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-2 An Ordinance Amending and Supplementing Articles and Sections of Chapter Thirteen Abandoned and Vacant Properties

RESULT:	TABLED [4 TO 1]
	Next: 2/27/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2019-3 Ordinance of the Mayor and City Council of the City of Asbury Park Authorizing the Sale of Certain Real Property Which Is No Longer Needed For Public Use (Block 903, Lot 1.01 - 1322 Springwood Avenue)

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the Ordinance to the public. All were in favor.

The following members of the public spoke: Pam Lamberton.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the Ordinance to the public. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 9:20 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Feb 13, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-89

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on February 27, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. 9th annual Family Day
2. One More Tri
3. AP Bear Weekend
4. AP 12 Hours of House Music Festival
5. High Focus Center Beach Bash Fundraiser
6. NJ Cycle Nation
7. Mind Travel Silent Concert- 2 dates
8. Mermaid Parade
9. Serve 24
10. Deliverance Temple Church Asbury Park Day
11. Recreation Committee Fashion Show
12. Asbury Park's Got Talent
13. Asbury Park Santa Run
14. Thanks4Giving Plunge
15. 10th Annual Global Mala
16. AP Volleyball Beach Tournament
17. Bonfires on the Beach
18. Jersey Pride Parade and Festival

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective

applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-89 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: 9th Annual Family Day

DATE(S): Saturday June 1st 2019 Rain Date: Sunday June 2nd 2019
HOURS OF EVENT: From 12pm To: 9pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Donald Hammary Community Courts

Name of Applicant/Organization: Charity Kings Inc.

Address: 57 South Main St Neptune NJ 07743

Contact: Darryl Hammary Phone: (973) 342-8410

Fax: _____ Email: dhammary@yahoo.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Basketball games, Face painting, Fun House for the kids, Free Food
Free Books ect. 9th year

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

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

GARBAGE CANS AND GARBAGE BAGS lights cut on from 6pm to 10pm for
clean up, city float, \$3,000 sponsorship for the kids bouncy houses
on the city could just pay for the bouncy houses

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

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

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

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

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

Darryl Hammar
 Signature of Applicant

2/1/19
 Date

Darryl Hammar
 Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP.# _____

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NAME OF EVENT: : "One More Tri" A sprint triathlon to benefit Special Olympics New Jersey (Hosted by Edison Energy)

DATE(S): 9/8/19 Rain Date: N/A

HOURS OF EVENT: From 7AM To: 11AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Registration is set up in parking lot outside of The Casino. Finish line is at end of boardwalk by Casino. Please see attached locations of run, bike and swim portions

Name of Applicant/Organization: Special Olympics New Jersey

Address: 1 Eunice Kennedy Shriver Way, Lawrenceville, NJ 08648

Contact: Diane Paraskevas Phone: 609-896-8000 x258

Fax: _____ Email: dp@sonj.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 23-7448729

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A sprint triathlon which will include:

- 400 yard swim (off the beach at the foot of Asbury Avenue, exact course will be set by the water safety staff in conjunction with town lifeguards to ensure for a safe course based on water conditions at the time.
- 12 mile bike ride along Ocean Ave from Asbury Park to Long Branch and back
- 3 mile run from Asbury Park around Wesley Lake and then north on the Asbury Park boardwalk, u-turn at the north end and then returning south and finishing in front of the Casino Building.

Attachment: cm 227 (2019-89 : Special Event Applications)

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

See attached.

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ✓ If yes, please explain _____

ADMISSION CHARGE? YES ✓ NO _____ IF YES, HOW MUCH \$95.00

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

WILL YOU REQUIRE A STREET CLOSING? YES ✓ NO _____ Please Give Details: PLEASE SEE ATTACHED

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Race coordinators will work in conjunction with local police (hired for overtime) and a large staff of experienced race volunteers to meet all requirements for safety, security, trash disposal and more.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police and security, Lifeguards, EMT, trash pick-up, barricades, location usage.

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

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

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

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

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

Diane Paraskevas
Signature of Applicant

01/24/2019
Date

Diane Paraskevas
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 227 (2019-89 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

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NAME OF EVENT: Asbury Park Bear Weekend

DATE(S): August 10, 2019 Rain Date: _____

HOURS OF EVENT: From 2pm To: 7pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Steiner Pl. Between 4th & 5th Ave

Name of Applicant/Organization: Asbury Park Bear Weekend

Address: 200 6th Ave #18 Asbury Park, NJ 07712

Contact: Ryan Jimenez Phone: 973-460-7226

Fax: _____ Email: ryan@hotelhides.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

see "Description of Event" Attached

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

OVER

City of Asbury Park Special Events Application

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes X No If yes, please explain Beer truckNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100-200ADMISSION CHARGE? YES X NO IF YES, HOW MUCH \$10 perVENDOR CHARGE? YES X NO IF YES, HOW MUCH TBDWILL YOU REQUIRE A STREET CLOSING? YES X NO Please Give Details:Need to Baracade the corners of 4th & 5th.
Wanting to use Beertruck to baracade 5th and testing VAN for 4th.

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

see "Event Details" AttachedDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Baracades andclosure signs.NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

[Signature]
Signature of Applicant1-16-19
DateRyan Jimenez
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$

Total Fees Collected \$

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: ASBURY PARK 12 HOURS OF HOUSE MUSIC FESTIVAL
 DATE(S): JUNE 8, 9 OR AUG 31, SEPT 1, MAY 25 Rain Date: NEXT DAY OF EVENT
 HOURS OF EVENT: From 12 NOON To: 12 MIDNIGHT

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

① Bradley Park, ② Atlantic Park

Name of Applicant/Organization: USIGUITY SOUL UNLIMITED (TIM WISE)
 Address: 108-136 MARTIN LUTHER KING BLVD NEWARK, NJ 07104
 Contact: TIM WISE Phone: 973-787-6368
 Fax: _____ Email: USIGUITYSOUL@GMAIL.COM
 Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 82-5179525
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Free OUTSIDE house music event for the city of ASBURY PARK with limited vending, stage amplify sound AND DANCE AREA. THIS WILL INCREASE ASBURY PARK REVENUE FOR THE BUSINESS OWNERS OF ASBURY PARK...

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

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City of Asbury Park Special Events Application

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WILL APPLICANT/REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$150 - Merchandise \$250 - FoodWILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

Recyclable Receptacles Will be handled By event Volunteers

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Garbage Pick-up need to

be established the next morning

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

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

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

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

Timothy Wise
Signature of Applicant

1-14-19
Date

Timothy Wise
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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NAME OF EVENT: High Focus Centers Beach Bash Fundraiser

DATE(S): 5/18/19 Rain Date: 5/19/19
HOURS OF EVENT: From 4:00 To: 10:00

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Asbury Park Beach

Name of Applicant/Organization: Mental Health Association in New Jersey

Address: 673 Morris Ave, Suite 100, Springfield, NJ 07081

Contact: Jane Difabio Phone 201 815 1191

Merrill Altberg - Phone 973-571-4100- ext. 128

Fax: (732) 303-9901 Email: jdifabio@highfocuscenters.com

Non-Profit? Yes x No Tax Exempt ID Number: 221549749000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: High Focus will be hosting a beach bash fundraiser to benefit a non for profit organization. Food will be served but not cooked on the beach. No alcohol will be served or permitted. A Smores station, Live DJ, speakers, and beach games (Cornhole, volleyball etc.) Bonfire to be held upon sunset.

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

Attachment: cm 227 (2019-89 : Special Event Applications)

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City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes x No If yes, please explain Food will be served on beach and cooked in a food truck off site from the beach. No Liquor permit neededNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES x NO IF YES, HOW MUCH TBDVENDOR CHARGE? YES NO x IF YES, HOW MUCH WILL YOU REQUIRE A STREET CLOSING? YES NO x Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS. High focus will utilize staff and volunteer personnel to assist with the clean up and disposal of any trash. Separate bins would be provided for recyclable material. Traffic control will not be needed and security will be provided through check in and constant monitoring by staff personnel

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

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

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

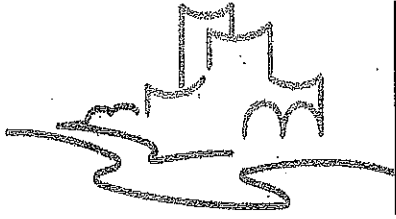
Signature of Applicant

Date

Print Name of Applicant

Rosemary Scoppetulo
Jane DiFabio
Rosemary Scoppetulo
Jane DiFabio

Attachment: cm 227 (2019-89 : Special Event Applications)



ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP.# _____

Please complete the following information as required by city Ordinance No 2016 55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Specht/ Events (JM1111 Municipal Plaza Asbury Park, NJ 07712) 110 less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leeshia Floyd at 732.502.5759 or Leeshia.floyd@cityofasbypark.com for additional information. For number is 732.775.1483

NAME OF EVENT: New Jersey CycleNation

DATE(S): Sunday, April 7, 2019 **Rain Date:** N/A

HOURS OF EVENT: From 6 pm To: 4 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: Bradley Park

Name of Applicant/Organization: American Heart Association/American Stroke Association

Address: 1 Union Street, Suite 301, Robbinsville, NJ 08691

Contact: Lena Siddiqi **Phone:** 609-223-3711

Fax: 609-223-3670 **Email:** Lena.Siddiqi@heart.org

Non-Profit? Yes X No **Tax Exempt ID Number:** 13-5613797

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

In the United States, someone has a stroke and dies of a heart attack every 40 seconds and we intend to change that number. CycleNation empowers people across the county to use road and stationary bikes to get brain and heart healthy- all while raising funds for community programs that will prevent stroke and heart disease.

The inaugural New Jersey CycleNation Event will feature 40 stationary cycles in which riders under the leadership of an instructor. In order to ride, participants will raise funds for brain health and stroke awareness. The event will feature a short program, sponsor tables, refreshments and will be followed by a happy hour.

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

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City of Asbury Park Special Events Application

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WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes X No If yes, please explain Happy hour to be held post event.

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 250

ADMISSION CHARGE? YES___ NO X IF YES, HOW MUCH_____VENDOR CHARGE? YES___ NO X IF YES, HOW MUCH_____WILL YOU REQUIRE A STREET CLOSING? YES NO X Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Hire at least 2 off duty police officers from 12:00 pm to 4:00 pm. One would provide security for walker donations and one would help direct traffic. Use trash baffels and recyclable material barrels for trash and any recyclable materials.

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

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

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

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

1
Sign"ture of Applicant



11/28/19
Date

Le00. S\0.c\Q.
Print Name of Applicant V

For Special Events Office Use only:

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

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised December 28, 2016



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: *MindTravel Live-to-Headphones 'Silent' Piano Experience*

DATE(S): June 29, 2019 **Rain Date:** June 30, 2019

HOURS OF EVENT: From: 9:45 pm To: 11:59 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Seventh Avenue Beach

Name of Applicant/Organization: The *MindTravel* Foundation

Address: 303 South Broadway, Suite 105, Tarrytown, NY 10591

Contact: Joanna Bowzer **Phone:** 917-748-8418

Fax: n/a **Email:** joanna@mindtravel.com

Non-Profit? Yes XX No _____ **Tax Exempt ID Number:** 13-4149185

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Experiential music company, *MindTravel*, presents its signature Live-to-Headphones 'Silent' Piano concerts throughout the year on iconic beaches, in beautiful parks and other stunning outdoor spaces such as the Brooklyn Botanical Garden. Whether it's for 100 people or 1000 people, this magical experience takes audiences on a profound journey as composer and pianist Murray Hidary's real-time compositions are beamed directly into the *MindTravel* headphones that the audience wears. There is no need to bring in seating for the audience as the experience is designed for people to enjoy while sitting on blankets, beach towels or beach chairs they the audience brings. Further, the event happens at under the stars so the main event doesn't impede regular beach operations for the day.

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

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City of Asbury Park Special Events Application

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WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No XX If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300**ADMISSION CHARGE?** YES XX NO _____ **IF YES, HOW MUCH** _____**VENDOR CHARGE?** YES _____ NO XX **IF YES, HOW MUCH** \$20-\$30

We do charge for tickets to *MindTravel* events but also work under the mantra that no one should be turned away due to financial circumstances. As such, we always put aside a number of tickets to offer on a complimentary basis and also provide a number of discount codes to different constituents (veterans, LGTBQ community, etc.) For this event, we would like to partner with a few local organization(s) to provide free or greatly reduced ticket options. Some of those include: The NJ Dept. of Military and Veteran's Affairs, QSpot LGBT Community Center and Hope Academy.

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO XX **Please Give Details:****PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:**

MindTravel works with a team of volunteers for each experience who are responsible for set-up, audience check-in/check-out and cleanup. We find that most beach concerts require very little clean up as the audience who attend bring their own blankets/beach chairs and refreshments where allowed.

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

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

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

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

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

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

Joanna Bowzer
Signature of Applicant

01/26/2019

Date

Joanna Bowzer

Print Name of Applicant

Attachment: cm 227 (2019-89 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: *MindTravel* Live-to-Headphones 'Silent' Piano Experience

DATE(S): August 24, 2019 **Rain Date:** August 25, 2019

HOURS OF EVENT: From: 9:45 pm To: 11:59 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Seventh Avenue Beach

Name of Applicant/Organization: The *MindTravel* Foundation

Address: 303 South Broadway, Suite 105, Tarrytown, NY 10591

Contact: Joanna Bowzer

Phone: 917-748-8418

Fax: n/a

Email: joanna@mindtravel.com

Non-Profit? Yes XX No _____ **Tax Exempt ID Number:** 13-4149185

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Experiential music company, *MindTravel*, presents its signature Live-to-Headphones 'Silent' Piano concerts throughout the year on iconic beaches, in beautiful parks and other stunning outdoor spaces such as the Brooklyn Botanical Garden. Whether it's for 100 people or 1000 people, this magical experience takes audiences on a profound journey as composer and pianist Murray Hidary's real-time compositions are beamed directly into the *MindTravel* headphones that the audience wears. There is no need to bring in seating for the audience as the experience is designed for people to enjoy while sitting on blankets, beach towels or beach chairs they the audience brings. Further, the event happens at under the stars so the main event doesn't impede regular beach operations for the day.

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

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City of Asbury Park Special Events Application

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WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No XX If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300

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

VENDOR CHARGE? YES _____ NO XX IF YES, HOW MUCH \$20-\$30

We do charge for tickets to *MindTravel* events but also work under the mantra that no one should be turned away due to financial circumstances. As such, we always put aside a number of tickets to offer on a complimentary basis and also provide a number of discount codes to different constituents (veterans, LGBTQ community, etc.) For this event, we would like to partner with a few local organization(s) to provide free or greatly reduced ticket options. Some of those include: The NJ Dept. of Military and Veteran's Affairs, QSpot LGBT Community Center and Hope Academy.

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: *MindTravel* works with a team of volunteers for each experience who are responsible for set-up, audience check-in/check-out and cleanup. We find that most beach concerts require very little clean up as the audience who attend bring their own blankets/beach chairs and refreshments where allowed.

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

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

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

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

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

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

Joanna Bowzer
Signature of Applicant

01/26/2019

Date

Joanna Bowzer

Print Name of Applicant

Attachment: cm 227 (2019-89 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: 5th Annual Park Promenade of Mermaids

DATE(S): Saturday, June 29, 2019 Rain Date: n/a

HOURS OF EVENT: From 10:00am To: 5:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Asbury Park Promenade of Mermaids

Address: 1606B W Pinetree Way Belmar, NJ 07719

Contact: Jennifer Mehm Phone: 916-833-2635

Fax: _____ Email: Jennifer.Mehm@gmail.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The 5th Annual Asbury Park Promenade of Mermaids will be a parade to celebrate summer and will include a costume contest for best costumes in both adult and children's categories. The parade is free but will cost \$10 for those who wish to enter the costume contest. Prizes are generously donated from local businesses. Registration, Prize judging and vendors selling mermaid art and jewelry will be located in Bradley Park. The Promenade will take place on the boardwalk begin and end at Bradley Park, continuing on the boardwalk, turning around just south of the water park and returning to Bradley Park for judging.

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

Attachment: cm 227 (2019-89 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** _____ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$10VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$60WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Promenade handlers will walk along with the participants, they will provide assistance if necessary and help with any clean up.

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

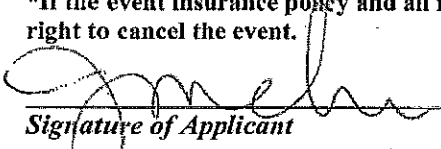
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

1/29/19
Date

Jennifer Mehm
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. **All application fees are non refundable and must be submitted with this application.** Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Asbury Park Promenade of Mermaids - 5th Annual

DATE(S): Saturday, June 29, 2019 Rain Date: n/a

HOURS OF EVENT: From 12:00 pm To: 6:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

The Promenade will take place on the Asbury Park boardwalk and will begin and end at the 3rd Avenue Pavilion space just south of the water park

Name of Applicant/Organization: Jennifer Mehm

Address: 1606 B W Pinetree Way Belmar NJ 07712

Contact: _____ Phone: 916-833-2635

Fax: _____ Email: Jennifer.Mehm@gmail.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

The 5th Annual Asbury Park Promenade of Mermaids will be a parade to celebrate Summer and will include a costume contest for best costumes in both adult + children's categories. The parade is free, but will cost \$10 for those who wish to be included in the contest.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$10VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$50WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We will provide Promenade handlers to walk along with the participants, they will provide assistance if necessary and help with any clean up

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

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Jennifer Mehm
Signature of Applicant

1/14/19
Date

Jennifer Mehm
Print Name of Applicant

For Special Events Office Use only:

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

CITY MANAGER'S OFFICE

12/3/18
(C)SPECIAL EVENTS
PERMIT
APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Serve 24DATE(S): July 13, 2019 Rain Date: _____
HOURS OF EVENT: From 6am To: 12am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Jersey Shore Dream Center
 Address: PO Box 94 Belmar NJ 07719 / 1710 Columbus Ave Neptune NJ
 Contact: Mary J MacNeil Phone: 877391 5732
 Fax: 732 450 5352 Email: info @jersey Shore dream center.org
 Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 45-4840107
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Community Outreach w/ Breakfast Lunch + Dinner in Park, w/ concerts, Talent Show for community, Bike Giveaway + Service projects.

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

OVER

Attachment: cm 227 (2019-89 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

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

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Bathrooms, Electricity for Stage + by tree, ~~water~~, Public Works

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

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

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

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

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

May T MacNeil
Signature of Applicant

12/11/18
Date

May T MacNeil
Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Deliverance Temple Church
Asbury Park Day

DATE(S): June 22, 2019 Rain Date: June 27
HOURS OF EVENT: From 12 noon To: 8 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Ave Park

Name of Applicant/Organization: Deliverance Temple Church
Address: 504 Prospect Ave Asbury Park
Contact: Christine Hall Phone: 732 774-3130
Fax: _____ Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: City unifying
Arts and entertainment expo

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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES ☒ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: One DPW attendantDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: access to bathrooms
extra trash cans and trash bagsNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Christie Hall
Signature of Applicant5/27/18
DateChristie Hall
Print Name of Applicant

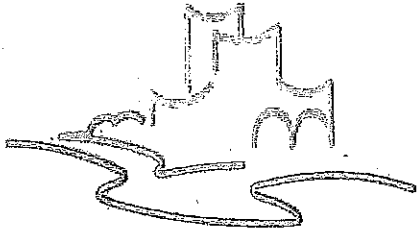
For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

Packet Pg. 39

Attachment: cm 227 (2019-89 : Special Event Applications)



ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Recreation Committee Fashion Show

DATE(S): 7/27/19 Rain Date: _____

HOURS OF EVENT: From 12pm To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Senior Center

Name of Applicant/Organization: _____

Address: Jesse Hendle

Contact: _____ Phone: 908-433-1789

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Fashion Show

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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES ☒ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

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

police

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

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

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

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

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

Signature of Applicant _____

Date _____

Print Name of Applicant _____

For Special Events Office Use only:

Packet Pg. 41

Attachment: cm 227 (2019-89 : Special Event Applications)

Fees to be paid by Applicant \$ _____

Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

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NAME OF EVENT: Asbury Park's Got Talent

DATE(S): April 27, 2019 Rain Date: _____

HOURS OF EVENT: From 3:00 p.m. To: 8:00 p.m.

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Interfaith Neighbors

Address: 810 4th Avenue Asbury Park

Contact: _____ Phone: 732 775 0525 x 201

Fax: 732 775 5422 Email: Diane@interfaithneighbors.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 222-896-129/000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The event will be the final show/competition for the Asbury Park's Got Talent event.

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

Request: stage, electrical power outlets & fan/airlines

OVER

Attachment: cm 227 (2019-89 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

(1) clean-up - requesting city department (2) Traffic control - N/A (3) security - requesting assistance of 1-2 Asbury Park Patrol officers (4) separation of recyclable material and disposal of trash - requesting that proper receptacles be provided

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

(1) Asbury Park Public Works (2) Asbury Park PoliceNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Diane L. Shelton
Signature of Applicant1-30-2019
DateDIANE L. SHELTON
Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Asbury Park Santa Run

DATE(S): 12/7/19 Rain Date: _____
HOURS OF EVENT: From 10:00 AM To: 12:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Event staged at The Stone Pony. Race on Ocean, 4th Ave, Grand, and Cookman

Name of Applicant/Organization: Beacon Events LLC

Address: 114 Garden Rd, Shrewsbury, NJ 07702

Contact: Joey Garofalo Phone: 908-461-0240

Fax: _____ Email: joey@beaconevents.biz

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: 5K race with all participants in Santa suits with a portion of proceeds going to Lunch Break. After party to follow at Stone Pony

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1800ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$30-\$40VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$500-\$2500WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:Ocean Ave btwn Asbury/4th, 4th Ave btwn Ocean/Grand, Grand Ave btwn 4th/Cookman,
Cookman btwn Grand/Asbury, Asbury Ave btwn Kingsley/Ocean

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Security provided by Stone Pony staff,
traffic control and road closures by APPD and barricades, garbage/recycling by event organizer

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 12 police officers, 2 EMT ambulance unit,
public works truck to place barricades

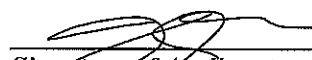
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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


Signature of Applicant

12/20/18
Date

Joey Garofalo
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Thanks 4 Giving Plunge

DATE(S): Saturday, November 16, 2014 Rain Date: Rain or Shine
HOURS OF EVENT: From 8:00 am To: 2:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Registration inside the Grand Arcade of Convention Hall. Plunge location between 6th and Sunset /

Name of Applicant/Organization: Special Olympics New Jersey

Address: 1 Eunice Kennedy Shriver Way, Lawrenceville, NJ 08648

Contact: Ed Dean Phone: 609-896-8000, x267

Fax: 609-896-8040 Email: _____

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 23-7448729

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A fundraising polar plunge special event, benefitting Special Olympics New Jersey. Participants will check in for the event and plunge in to the Atlantic Ocean.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 450ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH Participants register for \$25 but vVENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____ raise \$100 +WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

Law Enforcement volunteers will provide security on the beach and at registration. Madison Marquette will dispose of cardboard boxes and trash. Asbury Park PD is aware of event and has been instrumental in planning and execution.

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

Police and fire departments. Life guards and police rescue. All parties are aware and supportive of event.

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

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

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

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

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

Heather Andersen
Signature of Applicant

12/19/18
Date

Heather Andersen
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: The 10th Annual global MBLA

DATE(S): September 15 Rain Date: _____

HOURS OF EVENT: From 12pm To: 12pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

4th Avenue on the Boardwalk

Name of Applicant/Organization: Nt. Yrga Collective
 Address: 77 North Main St. Milltown NJ 08850
 Contact: BRIDGET RUPP Phone: 908 843 5561
 Fax: None Email: BRIDGET@nyrgacollective.org
 Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: a yoga practice to celebrate the International Day of Peace and raise money for a local charity!

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 250ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH 30.00VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH 50.00WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We are happy to hire local officers for the day. otherwise we have a large group of volunteers for the event.

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

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

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

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

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

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

Briquet Krepl
Signature of Applicant

9/21/2010
Date

Briquet Krepl
Print Name of Applicant

Special Events Office Use only:

Al Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: 1) AP Volleyball Annual Beach Open Tournament

DATE(S): Saturday, Aug 3rd & Saturday, Sept 14, 2019
Rain Date: Sunday, Aug 5th and Sunday Sept 15th respectively
HOURS OF EVENT: From 8:00 am - 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: North (Dog) Beach

Name of Applicant/Organization: Asbury Park Volleyball
Address: 1603 3rd Avenue, Asbury Park NJ 07712
Contact: Gus Cam **Phone:** 917-312-5670
Email: mail@apvolleyball.org
Non-Profit? Yes **Tax Exempt ID Number:** 33-1139052

If yes, please provide non-profit certificate – see attached Exempt Organization filing from IRS site

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

13th Annual Volleyball LGBT Tournament featuring 12 courts and approximately 200 players from the tri-state area and beyond. The tournament will feature selected sponsors strategically located throughout the tournament area. We also plan a second event Sept for the local teams same format.

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

OVER

Attachment: cm 227 (2019-89 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 players _____ADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO x Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____ This would be the 12th year we run this tournament in Asbury Park. The tournament does not require any additional security, clean up beyond the normal day-to-day services available from the city _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____ Because the tournament is located where the dog beach is we will need extra attention so that participants are not faced with dog excrement and other debris from regular beach goers.

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

Print Name of Applicant

Attachment: cm 227 (2019-89 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Bonfires on the Beach 2019 Series

DATE(S): MAY - SEPT (possibly October) Rain Date: Ability to reschedule
HOURS OF EVENT: From 7/8pm To: 11pm (setup before/breakdown after)
→ Schedule Attached (subject to change)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Various Locations on the Beach, mostly at North/South side of Conu Hall

Name of Applicant/Organization: MADISON ASBURY RETAIL, LLC / MADISON MARQUETTE
Address: 1300 OCEAN AVE Ste m1 ASBURY PARK NJ 07712
Contact: CHRIS FEMIANO Phone: 732-897-6500
Fax: 732-897-6539 Email: Chris.Femiano@madisonmarquette.com
Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

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

Bonfires on the Beach 2019 Series

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

OVER

Attachment: cm 227 (2019-89 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: estimate 200ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

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

The position of the bonfire will depend on several things, including the wind and approval of fire department to light. The bonfire will be built at the location per our schedule, area will be staked out. A hose will be placed near the bonfire with fire extinguisher. After the bonfire is over the area will be cleaned by Applicant staff.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: City of Asbury Park Fire Department

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

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

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

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

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

Signature of Applicant

Date

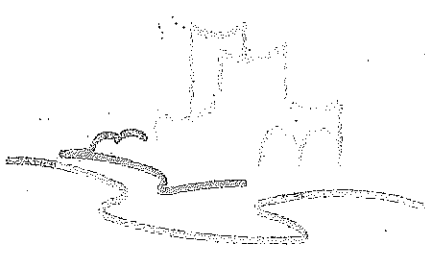
Chris Femiano - MADISON ASBURY RETAIL, LLC

Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: 7/10/18 APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Gay, Lesbian, Bisexual, Transgender Pride Parade and Festival

DATE(S): setup on June 1, 2019, festival/parade June 2, 2019 **Rain Date:** none X 4

HOURS OF EVENT: From setup from 6am on 6/1/19 all day To: festival/parade 7 am 6/2/19 until 7pm.

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

On June 2nd, a parade will occur down Cookman Ave. and across Grand to Sunset and then into Bradley and Atlantic Parks. Both Bradley and Atlantic Park will be closed off with snow fencing and our main event will be contained within that area.

Name of Applicant/Organization: Jersey Pride, Inc.

Address: 321 Raritan Avenue, Highland Park, NJ 08904

Contact: Laura Pople **Phone:** 732-423-6197

Fax: _____ **Email:** laura.pople@gmail.com

Non-Profit? Yes xx No Tax Exempt Number EO-223321619

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

This is the same event as we have put on in Asbury Park for the past 26 years. Various performers will be on stage on Sunday, 3rd and vendors will be selling merchandise throughout the day on the 3rd.

The parade will step off at noon and will run for approximately 1 hour, winding its way through the city (across Main Street to Cookman, west on Cookman Ave., North on Grand, and east on Sunset), arriving in the festival grounds at Atlantic and Bradley Parks where the festival will be already in progress. For staging areas for the parade we will need the municipal parking lot and several blocks closed on Bangs Ave., Mattison Ave. near the parking lot. Festival setup begins at 7:30 and is open to patrons at 10:30. The festival ends at 7pm.

This is our 28th year running this event and in years past we have been fortunate that damages and injuries have been negligible. The stage will run from noon until seven with local bands performing. This stage is billed as suitable for family entertainment and the entertainers are vetted accordingly. The crowd tends to be fairly heterogeneous. We get young and old, men and women, gay and straight, locals and those from as far away as Florida, many families with children. More than fifty community groups participate and, by doing

Attachment: cm 227 (2019-89 : Special Event Applications)

so, bring their constituencies. Weather permitting (this is a rain or shine event), we expect more than 3000 to attend. We advertise through press releases to the major press outlets in the state, through mailings to our mailing list, and in gay publications in the tri-state area. We carry event insurance in accordance with the city's guidelines.

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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No xx If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 3,000

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

VENDOR CHARGE? YES xx NO _____ IF YES, HOW MUCH _____ Vendor charges differ depending on type of vendor ranging from \$25 to \$150.

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

The streets of Ocean, Kingsley and Webb will be closed between Sunset and 5th Aves. during the duration of the festival on June 2nd. As in previous years, Grand, from Cookman to Fifth, will be closed during the duration of the parade (approximately noon until 1pm); Cookman Ave from Main St. to Grand will be closed during the duration of the parade's time on it (approximately 12:15-1:15). Sunset Ave, from the boardwalk to Grand will be closed from 12:30 until the parade concludes (approximately 1:30), and the cross streets along the parade route will be temporarily blocked in turn, by barricades (staffed by traffic marshals) as the parade crosses each one. In addition, during parade setup, we will need blocks on Bangs Ave. and Mattison Ave. in addition to the municipal parking lot closed off in the early morning for staging areas for the parade. They will open again as the parade steps off at noon.

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

We will secure the perimeter of the festival grounds with snow fencing, leaving three points of egress. People can come and go through these entrances. Jersey Pride staff will be on duty at each of the gates.

Because this event includes a parade through town, there will be a period during which the city's traffic patterns will be interrupted. In the past, a police vehicle has led the parade and we would hope for the same this year. We will also require barricades at all the affected intersections. Jersey Pride parade marshals will be trained in use, timing and placement of the barricades and will be on site at each intersection during that intersection's involvement in the parade.

Our staff is experienced in running this event, having done so for the past 26 years. During that time, they have developed expertise in crowd and traffic control. Several members of Jersey Pride are trained in CPR and are EMTs. By virtue of our involvement in gay activism, we have an awareness of diversity and bias crime issues. To my knowledge, none of our staff will have had training in controlled searches. The event volunteers receive a handbook as part of their training that includes information about how to get first aid in the event they encounter a need for it, what to do about crowd and traffic control, and other pertinent information.

Attachment: cm 227 (2019-89 : Special Event Applications)

We provide separate trash receptacles and recyclable receptacles on the festival site. We also provide a dumpster that will be filled during the event with trash and debris. We collect the recyclables at the end of the day for pickup.

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

Our experience in previous years suggests that two officers can adequately police the interior of the grounds during the festival's heaviest hours of operation (11am-6pm).

Because this event includes a parade through town, there will be a period during which the city's traffic patterns will be interrupted. In the past, a police vehicle has led the parade and we would hope for the same this year. We will also require barricades at all the affected intersections. Jersey Pride parade marshals will be trained in use, timing and placement of the barricades and will be on site at each intersection during that intersection's involvement in the parade.

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

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

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

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 5 business days in advance of the event date.


Signature of Applicant

7/10/2018
Date

Linda Phillips
Print Name of Applicant

FEE SCHEDULE

Fees associated with Special Event Applications as stated in Special Events ordinance no. 6000-519:

Application Fee:

\$50.00 for non-profits

\$200.00 for all other organizations or groups

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour	\$50.00
Picking up barricades- 1 man, 1 hour	\$50.00
Putting up banner- 2 men, 1 hour	\$100.00
Taking down banner- 2 men, 1 hour	\$100.00
Use of pickup truck, per hour	\$20.00*
Use of dump truck	\$35.00*
Use of sweeper, per hour	\$50.00*
Use of front end loader, per hour	\$55.00*
Use of dozer, per hour	\$40.00*



RESOLUTION NO. 2019-90

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

RESOLUTION TO REFUND OVERPAID TAXES 3705-10.22 1706 PARK AVE, UNIT PHA

WHEREAS, A Absolute Escrow Settlement Company, Inc, an agent for the assessed owner (Tracey McColly) of Block 3705 Lot 10.22 Qual. C0601, whose property address is known as 1706 Park Ave, Unit PHA, has made an payment on property taxes in the amount of \$15,664.16 on a parcel whose balance was \$8,435.99, due to an account subdivision, creating an overpayment in the amount of \$7,228.17; and

WHEREAS, the Tax Collector has requested to refund taxes on Block 3705 Lot 10.22 Qual. C0601 in the amount of \$7,228.17 for the credit applied to the first quarter of 2019 that was paid by A Absolute Escrow Settlement Co., Inc for 2018 2nd and 3rd quarters, who has provided documented proof of payment and has directed overpayment to be refunded to Asbury Park Place LLC c/o Regional Capital Group whose mailing address is 701 E. Route 70, Marlton, NJ 08053; 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:

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$7,228.17 for the first quarter of 2019 to Asbury Park Place LLC c/o Regional Capital Group.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of City of Asbury Park.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-90 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-91

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

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR REVENUES DERIVED FROM DONATIONS REQUIRED BY N.J.S.A. 40A:5-29

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 provides for the acceptance of donations for Asbury Park Fire/EMS and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the donations collected is hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the Asbury Park Fire/EMS from donations collected as per N.J.S.A. 40:5-29.
2. The Clerk of City of Asbury Park, County of Monmouth, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-91 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-92

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2019 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2019 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2019 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	From	To
Current Fund:		
Clerk S&W	\$48,300.00	\$53,300.00
Data Processing S&W	21,525.00	23,525.00
Tax Assessor S&W	33,233.00	36,233.00
Planning S&W	63,499.00	65,499.00
Planning Board OE	3,413.00	5,413.00
Zoning Board OE	2,625.00	4,625.00
Code Enforcement OE	13,125.00	15,125.00
Construction Code S&W	116,156.00	126,156.00
Employees Group Insurance	1,640,625.00	1,890,625.00
Fire OE	76,138.00	96,138.00
Streets & Roads OE	138,941.00	296,941.00
Solid Waste S&W	35,878.00	40,878.00
Buildings & Grounds S&W	86,352.00	91,352.00
Buildings & Grounds OE	25,725.00	30,725.00
Library	136,997.00	171,997.00

Street Lighting	81,375.00	120,000.00
Telephone	27,563.00	32,563.00
Gasoline	63,000.00	125,000.00
Social Security	194,250.00	204,250.00
Public Emp. Retirement Fund	186,232.00	791,491.00
Police & Fire Retirement Sys.	964,532.00	2,914,802.00
DCRP	0.00	5,000.00
Municipal Court OE	15,514.00	20,514.00
Bond Principal	627,258.00	1,051,000.00
Bond Interest	140,000.0	497,000.00
	From	To
Sewer Fund:		
Other Expenses	295,472.00	334,472.00
Social Security	13,125.00	18,125.00
Bond Principal	313,000.00	1,425,000.00
MCIA Lease Interest	47,753.00	95,505.00
MCIA Principal	887,500.00	1,775,000.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-92 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-93

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,559,057.2

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	\$ 942,385.72
BOARD OF EDUCATION	<u>616,620.00</u>
TOTAL VOUCHERS	\$ <u>1,559,005.72</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-93 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

February 21, 2019
09:59 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.2.a
Page NO: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted:
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: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-00355	ACCT #113125 DEC 2018 WATER	50.71	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	19-00486	4th Quarter 2018 Condo Fees	953.22	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	19-00487	4th Quarter Condo Fees	93.20	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	19-00488	4th Quarter 2018 Condo Fees	108.59	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	19-00489	4th Q 2018 Condo Fees	393.12	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	19-00490	4th Q. 2018 Condo Fees	170.63	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	19-00491	4th Q 2018 Condo Fees	969.99	0.00	
700MAT	700 MATTISON CONDOMINIUM	19-00512	4th A 2018 Condo Fees	125.67	0.00	
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-00589	October 2018 Fees	5,874.59	0.00	
				8,739.72		

Extd Total: ADMINISTRATION 8,739.72
Department Total: ADMINISTRATION 8,739.72

Department: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	18-03393	Coaster #52035	106.88	0.00	
8-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	18-03573	Invoice #105052 November	706.20	0.00	
GRALLC	GRANICUS, LLC	18-03904	Invoice#106225	706.20	0.00	
				1,412.40		

Extd Total: MUNICIPAL CLERK 1,519.28
Department Total: MUNICIPAL CLERK 1,519.28

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

8-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-01821	Office Supplies	378.29	0.00	
				378.29		
				378.29		

Department: TAX REVENUE ADMINISTRATION
Extd: TAX REVENUE ADMINISTRATION

8-01-20-145-000-209	TAX REV ADMIN Fees					
EDMASS	EDMUNDS & ASSOCIATES, INC.	18-02363	Est.3rd qtr tax bill set-up	350.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-145-000-217	TAX REV ADMIN Ads&Promotion					
THECOA THE NEW COASTER, LLC		18-03740	2018 Tax Sale Display Ad 4 wks	200.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			550.00		
	Department Total: TAX REVENUE ADMINISTRATION			550.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
8-01-20-150-000-209	TAX ASSESSOR Fees					
READAT REALTY DATA SYSTEMS LLC		18-03652	2018 Inspections	17,243.10	0.00	
	Extd Total: TAX ASSESSOR			17,243.10		
	Department Total: TAX ASSESSOR			17,243.10		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
8-01-20-155-000-209	LEGAL SERVICES Fees					
MCMSO MCMANIMON, SCOTLAND & BAUMANN, LLC		19-00451	SERVICES RENDERED THRU 12/31	16,250.62	0.00	
8-01-20-155-000-299	LEGAL SERVICES Misc.					
ANSZAR ANSELL, GRIMM & AARON, P.C.		19-00352	Services for December 2018	8,674.91	0.00	
	Extd Total: LEGAL SERVICES			24,925.53		
	Department Total: LEGAL SERVICES			24,925.53		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		18-03403	Prep. Master Plan Sunset Lake	2,254.20	0.00	B
FREPAR FRENCH & PARRELLO, PA		19-00354	services through December 2018	4,007.50	0.00	
				6,261.70		
	Extd Total: ENGINEERING SERVICES			6,261.70		
	Department Total: ENGINEERING SERVICES			6,261.70		
	CAFR Total:			59,617.62		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
STSHOR ST SHORTHAND REPORTING SERVICE		18-03095	PB INVOICES 08/2018	416.67	0.00	
	Extd Total: Planning Department			416.67		
	Department Total: Planning Department			416.67		
	CAFR Total:			416.67		

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CODE ENFORCEMENT AND ADMIN. Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-00375	ACCT #190657 WATER DEC 2018	40.45	0.00	
JUNLAS	JUNGLE LASERS, LLC	19-00376	INV #94039 DECEMBER 2018	475.00	0.00	
				515.45		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			515.45		
	Department Total: CODE ENFORCEMENT AND ADMIN.			515.45		
Department: CONSTRUCTION CODE OFFICIAL Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
DELCOM	DELL MARKETING L.P.	18-03825	Q#1025626525089 CONSTRUCTION	2,351.61	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,351.61		
	Department Total: CONSTRUCTION CODE OFFICIAL			2,351.61		
	CAFR Total:			2,867.06		
Department: POLICE DEPARTMENT Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
MURARM	MURRAY'S UNIFORMS	18-03123	Uniforms-Class IKayla Fenton	134.00	0.00	
INSPSY	INSTITUTE FOR FORENSIC	19-00315	Psychological Evaluation	450.00	0.00	
				584.00		
8-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-00379	#162760961 (1) Calendar see	4.60	0.00	
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-00198	Blanket Tire Repair	266.04	0.00	B
HWPOW	HW POWERSPORTS, LLC	18-03309	Voltage Regulator quad	229.99	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	18-04059	#410044 (8) Tires	917.60	0.00	
				1,413.63		
	Extd Total: POLICE DEPARTMENT			2,002.23		
	Department Total: POLICE DEPARTMENT			2,002.23		
Department: FIRE DEPARTMENT Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	18-03643	Est. 54651	1,482.00	0.00	
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-00590	November 2018 Fees	5,245.85	0.00	
				6,727.85		
	Extd Total: FIRE DEPARTMENT			6,727.85		
	Department Total: FIRE DEPARTMENT			6,727.85		
	CAFR Total:			8,730.08		

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
ASBAUT	ASBURY AUTO TOPS, INC.	18-03310	Quote for Labor and Material	600.00	0.00	
8-01-26-290-000-211	STREETS & ROAD	Traffic				
THEHAR	THE HARDWARE STORE	19-00480	#1241909 Marking Paint, etc	225.91	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				825.91		
Department Total: STREETS & ROADS MAINTENANCE				825.91		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND	General Plant				
DOOJOC	DOOR JOCKEY, INC.	18-03145	ESTIMATE #2554 HANDICAP DOOR	5,783.00	0.00	
Extd Total: BUILDINGS & GROUNDS				5,783.00		
Department Total: BUILDINGS & GROUNDS				5,783.00		
CAFR Total:				6,608.91		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-201	SOCIAL SERVICES	General Plant				
SHORIT	SAKER SHOPRITE, INC.	19-00552	FOOD SUPPLIES FOR STORMS 2/11	106.39	0.00	
8-01-27-345-000-299	SOCIAL SERVICES	Misc.				
WBMASON	W.B.MASON CO., INC.	18-01723	Proclamation Frames	18.48	0.00	
Extd Total: SOCIAL SERVICES:				124.87		
Department Total: SOCIAL SERVICES:				124.87		
CAFR Total:				124.87		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE	Misc.				
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-00414	#13464914 Lust Tax #13093203	3.00	0.00	
Extd Total: GASOLINE				3.00		
Department Total: GASOLINE				3.00		
CAFR Total:				3.00		
Fund Total: CURRENT				78,368.21		

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR THE HARDWARE STORE	19-00454 #1250573 Ty-Wire #16	7/18		13.98	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			13.98		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			13.98		
	CAFR Total:			13.98		
	Fund Total: BEACH			13.98		
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
STRMOT STRAUB MOTORS, INC.	18-01807 #Q3128 Motor For Gem Car			1,490.40	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.	19-00380 ACCT #113125 WATER			83.90	0.00	
				1,574.30		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,574.30		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,574.30		
	CAFR Total:			1,574.30		
	Fund Total: PARKING UTILITY: BUDGET:			1,574.30		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
GARDSTA GARDEN STATE LABORATORIES, INC.	19-00442 Wastewater Composite, etc			1,930.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			1,930.00		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			1,930.00		
	CAFR Total:			1,930.00		
	Fund Total: SEWER UTILITY: BUDGET:			1,930.00		
	Year Total:			81,886.49		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
9-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA GEESE CHASERS, LLC	19-00244 1ST QTR 2019 CLEARNG AND			1,079.00	0.00	B
ASCAP ASCAP	19-00331 License fee for 2019			357.00	0.00	
SHIINT SHI INTERNATIONAL CORP	19-00398 Q#16604514			210.66	0.00	
NINAS005 NINA SUMMERLIN	19-00499 REIMBURSEMENT OF SHOP RITE			149.97	0.00	
				1,796.63		
9-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	19-00332 stamper			76.25	0.00	

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

February 21, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-100-000-202 WBMASON W.B.MASON CO., INC.	ADMINISTRATION Office Supplies	19-00387	Continued OFFICE SUPPLIES NEEDED	64.59 140.84	0.00	
9-01-20-100-000-209 MUNCAP MUNICIPAL CAPITAL CORPORATION	ADMINISTRATION Fees	19-00530	#16024:PMT. 40 OF 60	415.22	0.00	
9-01-20-100-000-217 THECOA THE NEW COASTER, LLC	ADMINISTRATION Ads&Promotion	19-00429	INVOICE#52740	36.62	0.00	
Extd Total: ADMINISTRATION				2,389.31		
Department Total: ADMINISTRATION				2,389.31		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-202 WBMASON W.B.MASON CO., INC.	MUNICIPAL CLERK Office Supplies	19-00327	WB Mason Order 3	131.86	0.00	
WBMASON W.B.MASON CO., INC.		19-00387	OFFICE SUPPLIES NEEDED	64.59 196.45	0.00	
9-01-20-120-000-212 MUNCLR MUNICIPAL CLERK'S ASSOC.OF MON	MUNICIPAL CLERK Dues,Subscript.	19-00507	2019 MEMBERSHIP DUES-C.DYE	150.00	0.00	
9-01-20-120-000-238 GRALLC GRANICUS, LLC	MUNICIPAL CLERK Contractual	19-00432	1st QUARTER 2019-AGENDA & MIN.	1,412.40	0.00	B
Extd Total: MUNICIPAL CLERK				1,758.85		
Department Total: MUNICIPAL CLERK				1,758.85		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201 MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE General Plant	19-00530	#16024:PMT. 40 OF 60	389.62	0.00	
FPMAIL FP Mailing Solutions		19-00570	RI103949788 MAIL MACHINE	225.00 614.62	0.00	
9-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies	19-00387	OFFICE SUPPLIES NEEDED	514.88	0.00	
Extd Total: FINANCIAL ADMINISTRATION				1,129.50		
Department Total: FINANCIAL ADMINISTRATION				1,129.50		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218 SHIINT SHI INTERNATIONAL CORP	COMPUTERIZED DATA PROC. Contract Service	19-00186	Q#16527428 - HDMI Accessories	128.37	0.00	
ATECSEC A+ TECHNOLOGY & SECURITY		19-00187	Q#ES18902 - Lens Covers	90.00	0.00	

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-140-000-218 SHIINT	COMPUTERIZED DATA PROC. Contract Service Continued SHI INTERNATIONAL CORP	19-00211	Q#16553476 Microphones	152.00 370.37	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			370.37		
	Department Total: COMPUTERIZED DATA PROCESSING			370.37		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-209 MUNCAP	TAX REV ADMIN Fees MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	236.52	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			236.52		
	Department Total: TAX REVENUE ADMINISTRATION			236.52		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
9-01-20-165-000-209 TMASSO	ENGINEERING SERVICES Fees T & M ASSOCIATES	19-00604	General Engineering	4,689.25	0.00	
	Extd Total: ENGINEERING SERVICES			4,689.25		
	Department Total: ENGINEERING SERVICES			4,689.25		
	CAFR Total:			10,573.80		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201 MUNCAP	Planning Dept. General Plant MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	200.97	0.00	
	Extd Total: Planning Department			200.97		
	Department Total: Planning Department			200.97		
	CAFR Total:			200.97		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299 WBMASON	CODE ENFORCE Misc. W.B.MASON CO., INC.	19-00387	OFFICE SUPPLIES NEEDED	64.59	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			64.59		
	Department Total: CODE ENFORCEMENT AND ADMIN.			64.59		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299 MONBUI	CONSTRUCTION CODE Misc. (In Cap) MONMOUTH CTY BLDING. OFFICIALS	19-00159	BOA 2019 MEMBERSHIP DUES	80.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-00450	OFFICE SUPPLIES	175.02	0.00	

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	582.97	0.00	
				837.99		
	Extd Total: CONSTRUCTION CODE OFFICIAL			837.99		
	Department Total: CONSTRUCTION CODE OFFICIAL			837.99		
	CAFR Total:			902.58		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
9-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA COMPANIES, INC.	19-00603	Jan. 2019 Billing Statement	17,960.78	0.00	
	Extd Total: LIABILITY INSURANCE			17,960.78		
	Department Total: LIABILITY INSURANCE			17,960.78		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
9-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA COMPANIES, INC.	19-00603	Jan. 2019 Billing Statement	219,585.57	0.00	
	Extd Total: WORKER'S COMPENSATION			219,585.57		
	Department Total: WORKER'S COMPENSATION			219,585.57		
	CAFR Total:			237,546.35		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
WIRCOM	WIRELESS COMMUNICATIONS &	19-00201	#M59285 Replaced Havis Hub	190.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-00386	ACCT #169322 WATER JAN 2019	83.40	0.00	
THEHAR	THE HARDWARE STORE	19-00473	INVOICE #1291775 DOUG FIR	59.88	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	202.52	0.00	
CARME005	CARMEN GAGLIANO	19-00560	GAS REIMBURSEMENT 2/5/19 VA	42.08	0.00	
				577.88		
9-01-25-240-000-203	POLICE Motor Vehicle					
NJMVC	NJ MOTOR VEHICLE COMMISSION	19-00561	REGISTRATION BRI-MAR TRAILER	120.00	0.00	
9-01-25-240-000-216	POLICE Supplies-Compu.					
WIRCOM	WIRELESS COMMUNICATIONS &	19-00385	#M59293 Mount and Set Up of 3	300.00	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	140.02	0.00	
OPTIMUM	OPTIMUM	19-00554	#07866-182313-01-5 2/8 - 3/7	176.58	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00555	#3466040219 Contract # 18726	515.72	0.00	
				832.32		

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	19-00294	Blanket Prisoner Meals January	20.33	0.00	
	Extd Total: POLICE DEPARTMENT			1,850.53		
	Department Total: POLICE DEPARTMENT			1,850.53		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	19-00308	Inv #15502127 Mach Parts Wash	429.86	0.00	
JUNLAS	JUNGLE LASERS, LLC	19-00351	Inv 93976 Fire Safety Software	8,500.00	0.00	
EMEREP	EMERGENCY REPORTING	19-00353	Inv 2018-7911 Records Mgmt 19'	3,208.00	0.00	
WMRHOG	THE WM. R. HOGG COMPANY INC.	19-00422	Inv 240577 Emer Service call	462.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	19-00562	Site Remed. Fee Fire House	3,320.00	0.00	
				15,919.86		
9-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-00129	Lamination Sheets	50.15	0.00	
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	19-00015	PARTS & SUPPLIES AS NEEDED	540.89	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	19-00296	Quote #: 412704	4,151.58	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	19-00349	Rear window Repair-8361	245.00	0.00	
BENAUT	BENNETT'S AUTO RECOVERY, INC.	19-00493	Quote #19-09135 antique tow	100.00	0.00	
FISONS	FIS on Site Service LLC	19-00559	Repair Order #: 6656	337.34	0.00	
				5,374.81		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	75.44	0.00	
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	19-00306	Quote 79180 Suction	497.80	0.00	
	Extd Total: FIRE DEPARTMENT			21,918.06		
	Department Total: FIRE DEPARTMENT			21,918.06		
	CAFR Total:			23,768.59		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
JOHGUI	JOHN GUIRE CO.	19-00016	REPAIR CITY HALL SNOW BLOWER	210.00	0.00	
THEHAR	THE HARDWARE STORE	19-00128	Various Tools, Parts, etc	90.92	0.00	B
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-00382	#133074 Hot Mixed Asphalt	87.55	0.00	
UPTFAS	UP-TITE FASTNERS INC.	19-00449	#51487 Wintergrade Gun Oil	8.00	0.00	
GRAING	GRAINGER, INC.	19-00500	Cordless Impact Driver Kit	139.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	211.19	0.00	
SUFFREDI	SUFFOLK REDI-MIX	19-00585	#7619B Concrete 4000, etc 2/6	371.00	0.00	
				1,117.66		
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
LAWPRO	LAWSON PRODUCTS, INC.	19-00008	QUOTE #20735133 KUBOTA REPAIR	33.95	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
AAAAAME	A-AA-A AMERICAN MOBILE GLASS	19-00048	2015 Ford Back window Repair	296.56	0.00	
THEHAR	THE HARDWARE STORE	19-00126	Various Tools, Parts, etc	74.72	0.00	B
THEHOS	THE HOSE SHOP, INC.	19-00293	Various Hoses, Tools, etc	116.01	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	19-00297	Various Elbows, Adapters, etc	2,102.78	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	19-00445	Ace & Oxy Cylinders, etc 1/31	83.25	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-00508	Various Supplies, Parts, etc	79.39	0.00	B
				<u>2,786.66</u>		
9-01-26-290-000-210	STREETS & ROAD	Network Fleet				
NETWOR	NETWORKFLEET, INC.	19-00579	#1685434 Monthly Bundled	3,518.00	0.00	
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
OPTIMUM	OPTIMUM	19-00581	Account No. 07866-183188-01-1	31.24	0.00	
	Extd Total:	STREETS & ROADS MAINTENANCE		7,453.56		
	Department Total:	STREETS & ROADS MAINTENANCE		7,453.56		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	19-00088	Construction Debris Removal	4,737.14	0.00	B
DELDEM	DELISA DEMOLITION, INC.	19-00431	Invoice #154565 Tipping Fees	26,729.92	0.00	
MICBEN	MICKEY BENOIT	19-00456	#1050035 Brush, delivered	1,000.80	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	19-00461	#49183 Reclamation Center	1,050.07	0.00	
				<u>33,517.93</u>		
	Extd Total:	SOLID WASTE COLLECTION		33,517.93		
	Department Total:	SOLID WASTE COLLECTION		33,517.93		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
MONARCH	MONARCH ELECTRIC COMPANY	19-00084	Electrical Equipment/Tools	36.07	0.00	B
THEHAR	THE HARDWARE STORE	19-00125	Various Tools, Parts, etc	105.49	0.00	B
BELPAI	BELMAR DISCOUNT PAINT	19-00313	Q#415071 Base Paint & Sealer	136.13	0.00	
BELPAI	BELMAR DISCOUNT PAINT	19-00482	Ultra Special 500 SG Base, etc	88.73	0.00	
				<u>366.42</u>		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
ARMTRE	ARMSTRONG TREE SERVICE LLC	19-00052	Remove Tree snd Grind Stump	1,500.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-00277	#382395431 Pest Control 01/07	160.00	0.00	
				<u>1,660.00</u>		
	Extd Total:	BUILDINGS & GROUNDS		2,026.42		
	Department Total:	BUILDINGS & GROUNDS		2,026.42		
	CAFR Total:			42,997.91		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOCIAL SERVICES: Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES General Plant					
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	19-00364	Fare to Shelter/rehab/stranded	236.00	0.00	
	Extd Total: SOCIAL SERVICES:			236.00		
	Department Total: SOCIAL SERVICES:			236.00		
Department: SENIOR CENTER Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-00249	Maintenance Cleaning Supply	147.55	0.00	
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	19-00558	Qtr 3/1-5/31/19 Acct #004619	98.85	0.00	
				246.40		
9-01-27-350-000-299	SENIOR CENTER Misc.					
WBMASON	W.B.MASON CO., INC.	19-00350	Rec/Social Daily Supplies	211.76	0.00	
SANDS	S&S WORLDWIDE INC.	19-00481	Recreation Supplies S&S	119.96	0.00	
				331.72		
	Extd Total: SENIOR CENTER			578.12		
	Department Total: SENIOR CENTER			578.12		
	CAFR Total:			814.12		
Department: RECREATION SERVICES & PROGRAM Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
NJRPA	NEW JERSEY RECREATION AND PARK	19-00228	2019 njrpa membership	200.00	0.00	
NJRPA	NEW JERSEY RECREATION AND PARK	19-00362	registration fee-conference	375.00	0.00	
SHIN	SHINDIGZ	19-00427	black history supplies	73.74	0.00	
SHIN	SHINDIGZ	19-00439	black history event item	129.39	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-00440	QUOTE #10747 BLACK HISTORY	150.00	0.00	
				928.13		
	Extd Total: RECREATION SERVICES & PROGRAM			928.13		
	Department Total: RECREATION SERVICES & PROGRAM			928.13		
	CAFR Total:			928.13		
Department: LIGHTING Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	19-00572	#1018-210027461711 1/5 - 2/4	1,709.80	0.00	
	Extd Total: LIGHT, HEAT & POWER			1,709.80		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	STREET&TRAFFIC LIGHTING					
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		19-00492	#200 000 001 293 MASTER ACCT	1,384.80	0.00	
	Extd Total: STREET&TRAFFIC LIGHTING			1,384.80		
	Department Total: LIGHTING			3,094.60		
Department: TELEPHONE						
Extd: TELEPHONE						
9-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS		19-00569	ACCT #152-069-551-0001-78	124.99	0.00	
	Extd Total: TELEPHONE			124.99		
	Department Total: TELEPHONE			124.99		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		19-00135	Unleaded and Diesel Fuel	6,217.29	0.00	B
	Extd Total: GASOLINE			6,217.29		
	Department Total: GASOLINE			6,217.29		
	CAFR Total:			9,436.88		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
KEPSPR KEPWELL SPRING WATER		19-00466	5 gal water cooler 1/23/19	56.70	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		19-00530	#16024:PMT. 40 OF 60	83.31	0.00	
				140.01		
9-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON W.B.MASON CO., INC.		19-00387	OFFICE SUPPLIES NEEDED	129.18	0.00	
	Extd Total: MUNICIPAL COURT			269.19		
	Department Total: MUNICIPAL COURT			269.19		
	CAFR Total:			269.19		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-008	PILOT PAYMENT DUE TO COUNTY					
TRECTY TREASURER CTY OF MONMOUTH		19-00286	4th quarter pilots	33,247.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	19-00531	4th QTR RAB PILOT DUE TRUSTEE	122,980.27	0.00	
	Extd Total: TAXES PAYABLE:			156,227.27		
	Department Total: TAXES PAYABLE:			156,227.27		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			156,227.27		
	Fund Total: CURRENT			483,665.79		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
BELPAI	BELMAR DISCOUNT PAINT	19-00279	Q#414897 Paint, Brush Kit, etc	531.30	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			531.30		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			531.30		
9-05-55-503-000-305	Prior Years Bills					
MADMAR	MADISON MARQUETTE	19-00416	Convention Hall Beam Repair	36,220.00	0.00	
	Extd Total:			36,220.00		
	Department Total:			36,220.00		
9-05-55-546-000-902	BEACH UTILITY: ACCOUNTS PAYABLE					
TMASSO	T & M ASSOCIATES	19-00609	LAF360637 Rehab Doors	112.50	0.00	
TMASSO	T & M ASSOCIATES	19-00610	LAF360639 Public Access	1,063.54	0.00	
				<u>1,176.04</u>		
	Extd Total:			1,176.04		
	Department Total:			1,176.04		
	CAFR Total:			37,927.34		
	Fund Total: BEACH			37,927.34		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
NJAPA	NJ AMERICAN PLANNING ASSOC.	19-00148	NJ Planning Conference 2019	300.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-00380	ACCT #113125 WATER	24.97	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-00506	#401v000693,742,781 Repairs	45.30	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	135.31	0.00	
				<u>505.58</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			505.58		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			505.58		
	CAFR Total:			505.58		
	Fund Total: PARKING UTILITY: BUDGET:			505.58		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
DUKROO	DUKE'S ROOT CONTROL INC.	19-00285	Jet Power II, Grease Liquefier	3,000.00	0.00	
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	19-00572	#1018-210027461711 1/5 - 2/4	5,360.23	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00530	#16024:PMT. 40 OF 60	75.00	0.00	
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	19-00381	#S15930 Sludge Disposal	8,797.50	0.00	
9-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
MIRCHE	MIRACLE CHEMICAL COMPANY	19-00460	#32809 Sodium Hypochorite 15%	2,595.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			19,827.73		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			19,827.73		
	CAFR Total:			19,827.73		
	Fund Total: SEWER UTILITY: BUDGET:			19,827.73		
	Year Total:			541,926.44		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Ord. 2017-2 Various Capital Improvements						
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	17-01562	Inter. Improv. Springwood/Atk	187.61	0.00	B
TMASSO	T & M ASSOCIATES	18-02953	Grand & 5th Traffic Signal	1,056.56	0.00	B
				1,244.17		
	Extd Total: Ord. 2017-2 Various Capital Improvements			1,244.17		
Extd: Various Road Improv. 2017-30						
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	898.00	0.00	B
C-04-55-998-170-002	Various Road Improv. (Heck St.) 2017-30					
LUCBRO	LUCUS BROTHERS,INC.	18-02666	Ord. 2017-30 Heck St.	2,352.00	0.00	B
	Extd Total: Various Road Improv. 2017-30			3,250.00		
Extd: Ord. 2018-4 Var. Capital Improvements						
C-04-55-998-172-009	Admin IT City-wide					
DELCOM	DELL MARKETING L.P.	18-03493	EQUOTE #1029587700046	11,915.09	0.00	
ATECSEC	A+ TECHNOLOGY & SECURITY	18-04008	QUOTE #ES18237 SECURITY	12,147.46	0.00	
				24,062.55		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-172-014	Admin general plant					
STASUP	STANDARD SUPPLY CO. INC.	19-00203	BIRCH DOOR FOR CONSTRUCTION	495.00	0.00	
C-04-55-998-172-016	Road Repaving					
LUCBRO	LUCUS BROTHERS, INC.	18-02667	Ord. 2017-36 Bridge St.	113,209.41	0.00	B
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203	Bridge Street Improvements	14,042.25	0.00	B
	Extd Total: Ord. 2018-4 Var. Capital Improvements			151,809.21		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	7,434.75	0.00	B
	Extd Total:			7,434.75		
	Department Total:			163,738.13		
	CAFR Total:			163,738.13		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			163,738.13		
	Year Total:			163,738.13		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-211	Clean Communities 2016					
YVOADA	YVONNE ADAMS	19-00494	travel Mileage Reimbursement	216.58	0.00	
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	19-00408	Payment 19 Brownfields	1,480.50	0.00	
BRORED	BROWNFIELD REDEVELOPMENT	19-00409	Payment 20 Brownfields	4,214.59	0.00	
				5,695.09		
	Extd Total:			5,911.67		
G-02-43-871-017-200	2017 Mental Health Grant					
HOMDRU	HOME DRUG	17-04094	Medication Assitance Blanket	47.00	0.00	B
	Extd Total:			47.00		
	Department Total:			5,958.67		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	19-00408	Payment 19 Brownfields	792.50	0.00	
BRORED	BROWNFIELD REDEVELOPMENT	19-00409	Payment 20 Brownfields	343.55	0.00	
				1,136.05		
	Extd Total:			1,136.05		
	Department Total:			1,136.05		
G-02-43-886-018-200	2018 Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	18-00232	Nursing Services 2018 Blanket	3,833.33	0.00	B
	Extd Total:			3,833.33		
	Department Total:			3,833.33		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-903-018-200	Urban Areas Security Initiative					
MERRAP	MERIDIAN RAPID DEFENSE GROUP	18-04088	#1811-COAP ARCHER 1200 BARRIER	61,467.27	0.00	
	Extd Total:			61,467.27		
	Department Total:			61,467.27		
	CAFR Total:			72,395.32		
	Fund Total: GRANT FUND BUDGET:			72,395.32		
	Year Total:			72,395.32		
Fund:	LAW ENFORCEMENT TRUST FUND BUDGET:					
T-13-56-850-000-801	Reserve for Expenditures - County					
MILCOM	MILLENNIUM COMMUNICATIONS	18-03358	POLICE DEPT CAMERA SYSTEM	8,800.00	0.00	
	Extd Total:			8,800.00		
	Department Total:			8,800.00		
	CAFR Total:			8,800.00		
	Fund Total: LAW ENFORCEMENT TRUST FUND BUDGET:			8,800.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-74-850-850-811	2017 CDBG - CAMERAS					
MILCOM	MILLENNIUM COMMUNICATIONS	18-03335	Camera Project	37,370.00	0.00	
	Extd Total:			37,370.00		
	Department Total:			37,370.00		
	CAFR Total:			37,370.00		
Extd:	2018 CDBG Allotment					
T-17-75-850-850-004	Community Events					
KARBRI	KAREEM BRINSON	19-00329	DJ Serv. for Black History	700.00	0.00	
ATTHE	AT THE TABLE	19-00330	food for black history	4,905.00	0.00	
				5,605.00		
	Extd Total: 2018 CDBG Allotment			5,605.00		
	Department Total:			5,605.00		
	CAFR Total:			5,605.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			42,975.00		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
RICKEI	RICHARD M. KEIL	19-00467	public def 11/29/18 gibson	125.00	0.00	
	Extd Total:			125.00		
T-20-56-850-878-801	Reserve for Recreation					
STOPON	STONE PONY	19-00446	bh history month items	797.50	0.00	
KARBRI	KAREEM BRINSON	19-00457	black history event	250.00	0.00	
CASDIC	CASSANDRA DICKERSON	19-00477	reimbursement for bh items	137.94	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-878-801 LEEFLO LEESHA FLOYD	Reserve for Recreation	19-00478	Continued reimbursement for bh items	137.94 1,323.38	0.00	
	Extd Total:			1,323.38		
T-20-56-850-909-801 AUCZIN AUCTION Z, INC. USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK CAZCREE CAZENOVIA CREEK FUNDING II,LLC USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK	Reserve for Tax Sale Premiums	19-00300 19-00302 19-00303 19-00317	PREMIUM TSC-17-00061 PREMIUMS FOR PC7 PREMIUMS FOR CAZENOVIA PREMIUM TSC18-00167 3205-8.05	1,000.00 2,600.00 13,500.00 700.00 17,800.00	0.00 0.00 0.00 0.00	
	Extd Total:			17,800.00		
	Department Total:			19,248.38		
	CAFR Total:			19,248.38		
	Fund Total: TRUST OTHER			19,248.38		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
Department:	PUBLIC ASST					
T-21-00-345-000-299 TMASSO T & M ASSOCIATES	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)	19-00606	LAF360647 Renaissance Village	469.50	0.00	
	Extd Total:			469.50		
	Department Total: PUBLIC ASST			469.50		
T-21-00-381-000-299 TMASSO T & M ASSOCIATES	1101 OCEAN(INSPECTION FEE)(ISTAR,INC.)	19-00605	LAF 360646 1101 Ocean Ave.	1,179.00	0.00	
	Extd Total:			1,179.00		
	Department Total:			1,179.00		
T-21-00-399-000-299 STSHOR ST SHORTHAND REPORTING SERVICE	1130 SPRINGWOOD(INTERFAITH NEIGHBORS)	18-03095	PB INVOICES 08/2018	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			1,731.83		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			1,731.83		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299 MCMSCO MCMANIMON,SCOTLAND&BAUMANN,LLC	MADISON-ASBURY RETAIL - Miscellaneous	19-00452	#159345: MADISON BOARDWALK	150.88	0.00	
	Extd Total:			150.88		
	Department Total:			150.88		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			150.88		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			150.88		

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

February 21, 2019
09:59 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.2.a
Page No. 18

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-808	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)					
TMASSO	T & M ASSOCIATES	19-00607	LAF360648 Boston Way	1,923.00	0.00	
T-48-56-850-000-813	TURF PLAN AMENDMENT(INTERFAITH NEIGHBOR)					
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	19-00451	SERVICES RENDERED THRU 12/31	2,282.50	0.00	
T-48-56-850-000-818	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	19-00451	SERVICES RENDERED THRU 12/31	292.50	0.00	
TMASSO	T & M ASSOCIATES	19-00608	LAF360649 215 First Ave.	35.25	0.00	
				327.75		
	Extd Total:			4,533.25		
	Department Total:			4,533.25		
	CAFR Total:			4,533.25		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			4,533.25		
	Year Total:			77,439.34		
Total Charged Lines: 307 Total List Amount: 937,385.72 Total Void Amount: 0.00						

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	78,368.21	0.00	78,368.21	0.00	0.00	78,368.21
BEACH	8-05	13.98	0.00	13.98	0.00	0.00	13.98
PARKING UTILITY:	8-06	1,574.30	0.00	1,574.30	0.00	0.00	1,574.30
SEWER UTILITY: BU	8-07	1,930.00	0.00	1,930.00	0.00	0.00	1,930.00
Year Total:		81,886.49	0.00	81,886.49	0.00	0.00	81,886.49
CURRENT	9-01	483,665.79	0.00	483,665.79	0.00	0.00	483,665.79
BEACH	9-05	37,927.34	0.00	37,927.34	0.00	0.00	37,927.34
PARKING UTILITY:	9-06	505.58	0.00	505.58	0.00	0.00	505.58
SEWER UTILITY: BU	9-07	19,827.73	0.00	19,827.73	0.00	0.00	19,827.73
Year Total:		541,926.44	0.00	541,926.44	0.00	0.00	541,926.44
GENERAL CAPITAL F	C-04	163,738.13	0.00	163,738.13	0.00	0.00	163,738.13
GRANT FUND BUDGET	G-02	72,395.32	0.00	72,395.32	0.00	0.00	72,395.32
LAW ENFORCEMENT	T-13	8,800.00	0.00	8,800.00	0.00	0.00	8,800.00
COMMUNITY DEVELOP	T-17	42,975.00	0.00	42,975.00	0.00	0.00	42,975.00
TRUST OTHER	T-20	19,248.38	0.00	19,248.38	0.00	0.00	19,248.38
PLANNING & ZONING	T-21	1,731.83	0.00	1,731.83	0.00	0.00	1,731.83
MADISON-ASBURY RE	T-39	150.88	0.00	150.88	0.00	0.00	150.88
CITY OF ASBURY PA	T-48	4,533.25	0.00	4,533.25	0.00	0.00	4,533.25
Year Total:		77,439.34	0.00	77,439.34	0.00	0.00	77,439.34
Total of All Funds:		937,385.72	0.00	937,385.72	0.00	0.00	937,385.72

Attachment: Bill List 2-27-19 (2019-93 : Payment of Bills)

February 27, 2019 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 937,385.72
Board of Education	616,620.00
Postage- Court	<u>5,000.00</u>
	<u>\$ 1,559,005.72</u>



RESOLUTION NO. 2019-94

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

RESOLUTION AMENDING A CONTRACT FOR INSTALLATION OF PLAYGROUND EQUIPMENT

WHEREAS, the City Council of Asbury Park approved Resolution 2018-348 on September 28, 2018 for the purchase of Playground Equipment; and

WHEREAS, the City is utilizing Community Block Grant Funds (CDBG) to pay for this project; and

WHEREAS, the original contract amount approved by the City Council was the sum of ninety eight thousand five hundred thirty six dollars and eight four cents (\$98,536.84); and

WHEREAS, one line item was accidentally excluded from the cost and T-17-75-850-850-002 shall be charged \$47,157.32 for a new contract price of \$145,694.16; and

WHEREAS, The Chief Financial Officer had certified that funds are available in the following accounts T-17-74-850-850-806 and T-17-75-850-850-002 and is now certifying the availability of funds in account T-17-71-850-850-811. 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, County of Monmouth and State of New Jersey that this Resolution shall accurately reflect the true project cost paid through of CDBG of \$145,694.16.

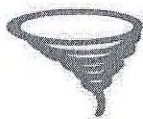
BE IT FURTHER RESOLVED the City Manager shall be authorized to sign paperwork regarding the said purchase; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-94 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



Whirl Construction, Inc.

ESTABLISHED 1982

187 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
Phone (732) 495-3715 • Fax (732) 495-6133
Email: info@whirlconstruction.net
www.whirlconstruction.net

PROPOSAL / AGREEMENT

Page 1 of 2

City of Asbury Park

Ph: 732-502-5755

06-26-18

Cassandra.dickerson@cityofasburypark.com

Michael.capabianco@cityofasburypark.com

PROPOSAL SUBMITTED TO	PHONE	DATE
One Municipal Plaza	Asbury Park, New Jersey 07712	071817B
STREET	CITY STATE ZIP	QUOTE#
Cassandra Dickerson	Atkins Park – Polygon Shelter	Asbury Park
Michael Capabianco		
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

*Supply only: One (1) Polygon HXE-32MR.....\$20,760.00

*(Please Note: Supply is based on A.F. Ramondo & Son, Co.,
New Jersey State Contract – 16-FLEET-00123.)

Install only: One (1) Polygon HXE-32MR.....\$24,620.00

(Please Note: Installation is not covered under state contract.)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer. Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Please select and initial above option(s)

DOLLAR

Payment to be made as follows:

Purchase order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis

Jim Davis

Note: This proposal maybe withdrawn by us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____



MRC

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

Cost Colers

new 9/15/18
as of

QUOTE
#142307

07/02/2018

NJ Asbury Park City of Atkins Park Playground Equipment 7.2.18

Asbury Park City of
Attn: Purchasing
1 Municipal Plaza
Asbury Park, NJ 07712

Project #: P85496
Ship To Zip: 07758

\$67,512.74

Quantity	Part #	Description	Unit Price	Amount
1	13575	Game Time - Joint Use Chin-Up Bar Station	\$1,074.00	\$1,074.00
1	13565	Game Time - Fitness Sign Post For Sticker	\$190.00	\$190.00
1	13556I	Game Time - Lat Pull Down (Single)- InGround Mount	\$3,817.00	\$3,817.00
1	13563I	Game Time - Leg Extension (In Ground)	\$2,614.00	\$2,614.00
1	13569	Game Time - Step-Up Fitness Station	\$1,289.00	\$1,289.00
1	13565	Game Time - Fitness Sign Post For Sticker	\$190.00	\$190.00
1	13570	Game Time - Sit-Up Station	\$1,182.00	\$1,182.00
1	13565	Game Time - Fitness Sign Post For Sticker	\$190.00	\$190.00
1	13587I	Game Time - Push Up Hi In ground	\$966.00	\$966.00
1	RDU	Game Time - GameTime Custom PrimeTime 2-5/5-12 Unit	\$29,079.00	\$29,079.00
3	28017	Game Time - 46" Food Court Table	\$1,645.00	\$4,935.00
1	28009	Game Time - 6' P/S Bench W/Back Inground	\$639.00	\$639.00
1	13577	Game Time - Assisted Horizontal Chin Up Station	\$1,676.00	\$1,676.00
1	13565	Game Time - Fitness Sign Post For Sticker	\$190.00	\$190.00
1	13573	Game Time - Log Hop Station	\$1,182.00	\$1,182.00
1	13565	Game Time - Fitness Sign Post For Sticker	\$190.00	\$190.00
1	INSTALL	Game Time - Installation by Whirl Construction, a Certified GameTime Installer	\$19,000.00	\$19,000.00

*8189.55
more For Playground*





Whirl Construction, Inc.

ESTABLISHED 1982

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758

Phone (732) 495-3715 • Fax (732) 495-6133

Email: info@whirlconstruction.net

www.whirlconstruction.net

July 2, 2018

City of Asbury Park
Att: Ms. Cassandra Dickerson
One Municipal Plaza
Asbury Park, NJ 07712

RE: Atkins Park – Playground and Fitness Equipment

Dear Ms. Dickerson:

Attached herein is the updated pricing you requested for Atkins Park. This quote includes the price of the GameTime 2-12 Custom PrimeTime modular unit, along with the fitness equipment and site amenities. Also included is our installation pricing for all equipment.

If you have any questions, please email or call me.

Thank you.

Sincerely,

Jim Davis, President
Whirl Construction, Inc.
Attach. 4 pgs.
JD/lis

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

Attachment: Atkins Park price quote (2019-94 : Amending a contract for installation of playground equipment)



SPORTS & RECREATION

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#142307

07/02/2018

NJ Asbury Park City of Atkins Park Playground Equipment 7.2.18

ESCNJ Contract - #ESCNJ 17/18-20

Shipping to Whirl Construction's yard in Port Monmouth, NJ.

Installation by Whirl Construction, a Certified GameTime Installer, is included in the above price.

No safety surfacing is included in the above price.

Sales tax is not include. Please supply a copy of your tax exempt certificate when placing your order.

KD/jm

Contract: ESC New Jersey

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW.

GAMETIME PLAY PALETTE: NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

SubTotal:	\$68,403.00
Discount:	(\$4,259.33)
Freight:	\$3,369.07
Total Amount:	\$67,512.74

Attachment: Atkins Park price quote (2019-94 : Amending a contract for installation of playground equipment)





sport, site, play.

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#142307

07/02/2018

NJ Asbury Park City of Atkins Park Playground Equipment 7.2.18

This quotation is subject to policies in the current MANUFACTURER'S CATALOG and the following terms and conditions.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **MRC Inc.** Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **MRC, Inc.** Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after **MRC's** receipt and acceptance of your **PURCHASE ORDER**, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

INSTALLATION: *Installation by a Gametime Certified Installer.*

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, **PURCHASE ORDER** and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.





space, site, play

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#142307

07/02/2018

NJ Asbury Park City of Atkins Park Playground Equipment 7.2.18

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Email: _____

Facsimile: _____

Purchase Amount: **\$67,512.74**

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Tel: _____

Address: _____

Address: _____

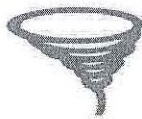
City, State, Zip: _____

City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #:
 (PLEASE PROVIDE A COPY OF CERTIFICATE)

Attachment: Atkins Park price quote (2019-94 : Amending a contract for installation of playground equipment)





Whirl Construction, Inc.

ESTABLISHED 1982

187 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
 Phone (732) 495-3715 • Fax (732) 495-6133
 Email: info@whirlconstruction.net
www.whirlconstruction.net

PROPOSAL / AGREEMENT

Page 1 of 2

City of Asbury Park Ph: 732-502-5755 06-26-18
Cassandra.dickerson@cityofasburypark.com
Michael.capabianco@cityofasburypark.com

PROPOSAL SUBMITTED TO	PHONE	DATE
One Municipal Plaza	Asbury Park, New Jersey 07712	071617B
STREET	CITY STATE ZIP	QUOTE#
Cassandra Dickerson	Atkins Park – Playground &	Asbury Park
Michael Capabianco	Fitness Area – Safety Surfacing	
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

Playground Area -

*Supply and Install:

1,134 sq. ft. of stone base for Play area and curbs.....\$ 1,530.00
 138 linear feet of concrete curbs\$ 2,622.00

*Supply and Install: 1,134 sq. ft. of Poured-in-Place –
 50/50- black/ standard color @ 2.5" depth.....\$13,075.02

Fitness Area –

*Supply and Install:

1,008 sq. ft. of Stone Base.....\$ 1,275.00
 128 linear feet of concrete curbs.....\$ 2,432.00

*Supply and Install: 1,008 sq. ft. of Poured-in-Place –
 50/50 – black/standard color @ 1.5" depth.....\$10,090.08

*(Please Note: The above pricing is based on ESCNJ 17/18-18.)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer. Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

31,024.10

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Please select and initial above option(s)

DOLLAR

Payment to be made as follows:

Purchase order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis

Note: This proposal maybe withdrawn by

Jim Davis

us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____

Cedar Forest Products Co.

SUMMERHAVEN GAZEBO

Savor every season with CFP's
Summerhaven Gazebo

Strike up the band and enjoy the shade. Families and music lovers adore the Summerhaven Gazebo. With its decorative columns and cupola, the octagon Summerhaven is the focal point for any park, public square or meeting place. Designed for public use, the Summerhaven is both durable and attractive.

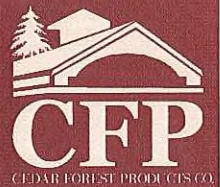


- Architectural grade, Port Orford Cedar
- Pressure-treated, glue-laminated Southern Yellow Pine hip rafters, perimeter beams and purlins
- #1 kiln-dried Southern Yellow Pine tongue and groove roof decking
- 35-year, class "A" laminate architectural shingles
- Pre-built cupola
- Roof Pitch 8/12
- Decorative top railings standard

Summerhaven	Roof Size
SH 12	12' diam.
SH 16	16' diam.
SH 20	20' diam.
SH 26	26' diam.
SH 28	28' diam.
SH 36	36' diam.

OPTIONS: Steel columns • Cedar tongue and groove roof deck • Cedar shingles • Cedar shakes • Railing • Pre-cut metal roofing • Floor system with steps • Lightning protection system • Two-tier roof system

www.cedarforestproducts.com 800-552-9495



Cedar Forest Products Co.



SUMMERHAVEN GAZEBO

Model: SF-1000
Price: \$1,200.00

This gazebo is made of high-quality aluminum and is designed to last for many years. It features a sturdy frame and a weather-resistant finish. The gazebo is easy to assemble and disassemble, making it perfect for outdoor events and gatherings.



Model	Price
SF-1000	\$1,200.00
SF-1200	\$1,500.00
SF-1400	\$1,800.00
SF-1600	\$2,100.00
SF-1800	\$2,400.00
SF-2000	\$2,700.00

Our gazebos are made of high-quality aluminum and are designed to last for many years. They feature a sturdy frame and a weather-resistant finish. Our gazebos are easy to assemble and disassemble, making them perfect for outdoor events and gatherings.

- Our gazebos are made of high-quality aluminum and are designed to last for many years.
- They feature a sturdy frame and a weather-resistant finish.
- Our gazebos are easy to assemble and disassemble, making them perfect for outdoor events and gatherings.
- They are available in a variety of sizes and colors to suit your needs.
- Our gazebos are perfect for outdoor events, gatherings, and more.





SUMMERHAVEN LAMINATED COLUMN

BUILDING STRUCTURE(S) SHALL BE SUMMERHAVEN LAMINATED COLUMN, AS FURNISHED BY CEDAR FOREST PRODUCTS COMPANY, P.O. BOX 98, POLO, ILLINOIS, 61064, USA, 815-946-3994 OR 800-552-9495.

SPECIFICATIONS

Building material package shall be as designed and manufactured by Cedar Forest Products and specified herein. Any changes or departures from design shall be explained and documented by complete engineered drawings by a registered structural engineer at least seven days prior to bid date.

LAMINATED SUPPORT COLUMNS

Structural glue laminated timber shall be in conformance with ANSI/AITC A.190.1 (latest edition) American National Standard for structural glue laminated timber. Species: laminated lumber shall be kiln-dried Port Orford Cedar, architectural appearance grade, sealed and wrapped. Laminated columns shall be sized to suit loads. Manufacturers shall furnish connection steel and hardware for joining structural glue laminated timber members to their supports, exclusive of anchorage and embedment in masonry or concrete (anchor bolts are not furnished).

ROOF SYSTEM

Roof system is designed to withstand 30 PSF live load and 20 PSF wind load on the vertical projected area. Hip rafters, perimeter beams and purlins laminated Southern Yellow Pine, precut and sized according to shelter size.

PEAK CONNECTOR

Pre-built hot rolled steel. Wood to Wood steel connections shall be designed in accordance with the requirements of American Institute of Steel Construction. Surface preparation in accordance with SSPC-SP10. Finish: prime painted. Finish Coat: DuPont Latex enamel.

ROOF DECKING

Machine stress-rated lumber, 2700 Fb-2.2 E (nominal) 2" x 6" #1 grade, single tongue and groove with V-joint on bottom face, kiln-dried Southern Yellow Pine, maximum moisture content shall be 19% or less selected for decking. Roof decking shall be field cut, specified lengths with all joints over supports. Western Wood Products Association Grading Rules, Southern Pine Inspection Bureau (latest edition).

CUPOLA

Pre-built with cedar and pine lumber, shipped, assembled and ready to lift into place.

FASCIA

(Nominal) 2" x 8" Western Red Cedar, "D"/ Better Grade, kiln-dried, Surfaced on Four Sides, Western Wood Products Association Grading Rules-(latest edition).

SHINGLES

Class "A" fire rated, architectural grade, laminated fiberglass shingle with a 35 year limited warranty, ASTM D 3018 type 1. To be installed, over 30 lb. felt and style "D" roof edge. Roof application as per manufacturer's specifications. Color to be approved by owner/design professional. The roof slope shall be 8/12.

DECORATIVE BRACES AND OVERHEAD RAILINGS

Railings are Architectural knotty grade cedar. Plant-ons shall be D or Better inland red-cedar; precut plant-ons shall be field applied. Hardware: All bolts and lags zinc-plated galvanized nails. Coated deck screws.

STRUCTURE ERECTION

The fabricator shall furnish complete shop drawings showing necessary details. Installation of the structure shall be done with a competent supervisor in the construction trades according to Cedar Forest Products installation instructions providing proficient construction practices and procedures. The general contractor is responsible for the security of materials after its arrival at the destination. The contractor will be required to shim, cut, and make adjustments for proper building erection. Cedar Forest Products has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

ENGINEERING

Building material packages that are designed and manufactured by Cedar Forest Products are reviewed by a registered structural engineer. Stamped structural drawings by a registered engineer licensed in the state of the project are available upon request. Structural calculations are available for an additional fee. Not included in our package is the site specific design of the foundation. No foundation stamped engineer drawings or calculations are provided by Cedar Forest Products. The purchaser must consult with a local registered structural engineer if the soil bearing conditions are different than those indicated in our drawings. The design, excavation, and construction of the structure(s) foundation must be verified by a local registered structural engineer.

Tables in gazebo 4 bar swing & situp bench



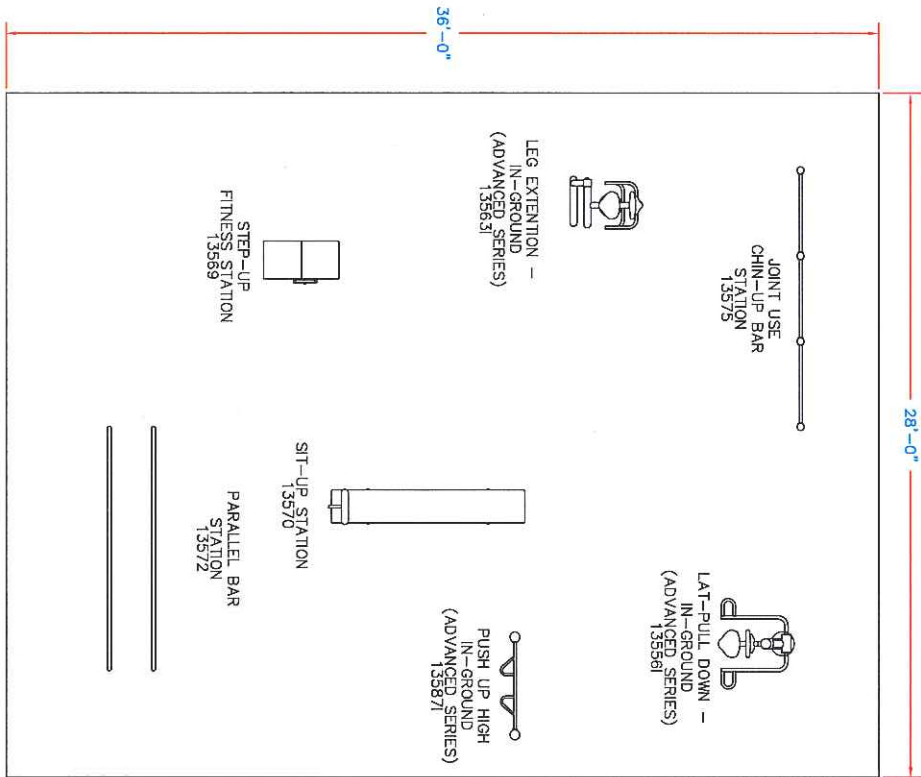
play.sites.park
800.922.0070 / www.mrcdec.com

Atkins Park - Asbury Park, NJ
Fitness Area - View B



PLAYCORE COMPANY





ATKINS PARK
FITNESS EQUIPMENT
ASBURY PARK, NJ
Representative
MRC

This play
equipment is
recommended
for children ages
13+

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be
scaled only when in
an 11" x 17" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CANCOSA-2514

Drawn By:
KD
Date:
6.27.17
Drawing Name:
ATKINS FITNESS



Attachment: Atkins Park price quote (2019-94 : Amending a contract for installation of playground equipment)





GameTime's Food Court Table can be designed to match your recreation space or playground. A variety of color options for seats and frames allow you to create a table that blends seamlessly into your recreation area, and the plastisol-coated seat and top provides a comfortable surface for adults or children to take a break from their activities or enjoy a picnic in the park. The heavy duty steel frame creates a durable amenity for any recreation environment. Tables are available for portable mounting. Also available in accessible ADA version.

Model Number: 28017

\$1,645

[Add to Quote Cart](#)



ColorTime's Pro-Curtain can be designed to match your recreation space or environment. A variety of color options for walls and trim allow you to create a look that blends seamlessly into your recreation area. The vinyl-coated steel and top provides a comfortable surface for kids to sit on. Take a break from their activities or enjoy a picnic in the park. The heavy-duty steel frame creates a durable assembly for any location and season. Tables are available for use as a picnic table or as a table for snacks and drinks.

Model Number: 38017

\$1,545

Add to Quote Cart



FEATURES

- 1-5/8" galvanized pipe frame
- 1-1/16" center brace tubing
- Plastisol coated punched steel seat and top
- Powder coat frame and center base finish
- High quality, durable hardware
- Available for portable mounting

DOWNLOADS

[Product Flyer](#) [/pdf/Tuffclad-Food-Court-Table-28017]

SHARE



SPECIFICATIONS

Model: 28017

Age:

ADA ACCESSIBILITY

Accessible

Elevated

Ground Level

Invoice



WHIRL CORPORATION INC.

P.O. BOX 110

PORT MONMOUTH, NJ 07758-0110

Date	Invoice #
1/30/2019	19-6252

Bill To

City of Asbury Park
Attn: Accounts Payable
One Municipal Plaza
Asbury Park, NJ 07712

Customer P.O. #	Terms	Project
Waiting on P.O.	Purchase Order	19001 Atkins Park - Install
Description		Amount
Remove and dispose: 45 tons in order to prepare area for new equipment and shelter; Playground Area – **Supply and Install: 1,134 sq. ft. of stone base for Play area and 138 linear feet of 6" x 6" concrete curbs; **Supply and Install: 1,134 sq. ft. of Poured-in-Place – 50/50- black/ standard color @ 2.5" depth; Fitness Area – **Supply and Install: 1,008 sq. ft. of Stone Base and 128 linear feet of 6" x 6" concrete curbs. **Supply and Install: 1,008 sq. ft. of Poured-in-Place – 50/50 – black/standard color @ 1.5" depth...\$59,534.10 (Please Note: The above pricing is based on ESCNJ 17/18-18.) Asbury Park:19001 Atkins Park - Install		59,534.10
		Total \$59,534.10
		Balance Due \$59,534.10

Phone #	Fax #	E-mail	Web Site
732-495-3715	732-495-6133	tdavis@whirlconstruction.net	

Attachment: CDBG Playground Change Order (2019-94 : Amending a contract for installation of playground equipment)

A. F. Ramondo & Son, Inc.

635 Malvern Road
Ardmore, PA 19003

Invoice

Date	Invoice #
1/31/2019	121000-311

Due Date
3/2/2019

Bill To
City of Asbury Park Cassandra Dickerson 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Cassandra Dickerson 1 Municipal Plaza Asbury Park, NJ 07712

P.O. No.	Terms	Ship Date	Ship Via	FOB	Project
to follow	1 % 21 Net 30	1/31/2019	Poligon	destination	

Description	Qty	Unit	Amount
Poligon Hexagon No HXE32MR, Powder Coat Steel Frame (Slate) Multi Rib Metal Roof (Slate) , , Lightning Protection Kit, Sealed Engineering Drawings NJ START # 16-FLEET-00123 T0103	1	20,393.00	20,393.00

Thank you for your business.	Total	\$20,393.00
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Phone #	610-642-0204
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Attachment: CDBG Playground Change Order (2019-94 : Amending a contract for installation of playground equipment)



play.site.sport.

INVOICE 3084

P. O. BOX 106 • SPRING LAKE, NJ 07762 • PH: 800-922-0070 • FX: 732-974-0226

S
O
L
D
T
OCity of Asbury Park
Town Hall
1 Municipal Plaza
Asbury Park, NJ 07712S
H
I
P
T
OWhirl Construction
MF Atkins Park
184 Main Street
Port Monmouth, NJ 07758

1/2/19

69928-8213325

DATE

DATE TO BE SHIPPED

CUSTOMERS ORDER NUMBER

MRC #

Net 30

1/2/19

TERMS: NET 30 DAYS OR
AS NOTED BELOW

SHIPPING DATE

INVOICE DATE

QTY	Product	DESCRIPTION	UNIT PRICE	EXTENSION
1 EA	GameTime	13575 Joint Use Chin-Up Bar Station	\$1,074.00	\$1,074.00
1 EA		13565 Fitness Sign Post for Sticker	\$190.00	\$190.00
1 EA		13556I Lat Pull Down (Single) – IG Mount	\$3,817.00	\$3,817.00
1 EA		13563I Leg Extension (IG Mount)	\$2,614.00	\$2,614.00
1 EA		13569 Step-Up Fitness Station	\$1,289.00	\$1,289.00
1 EA		13565 Fitness Sign Post for Sticker	\$190.00	\$190.00
1 EA		13570 Sit-Up Station	\$1,182.00	\$1,182.00
1 EA		13565 Fitness Sign Post for Sticker	\$190.00	\$190.00
1 EA		13587I Push Up Hi (IG Mount)	\$966.00	\$966.00
1 LT		Custom PrimeTime 2-5 / 5-12 Unit	\$29,079.00	\$29,079.00
2 EA		28017 46" Food Court Table	\$1,645.00	\$3,290.00
1 EA		28009 6' P/S Bench w/Back Inground	\$639.00	\$639.00
1 EA		13577 Assisted Horizontal ChinUp Station	\$1,676.00	\$1,676.00
1 EA		13565 Fitness Sign Post for Sticker	\$190.00	\$190.00
1 EA		13573 Log Hop Station	\$1,182.00	\$1,182.00
1 EA		13565 Fitness Sign Post for Sticker	\$190.00	\$190.00
1 LT		Installation by Certified GameTime Installer	\$19,000.00	\$19,000.00
DISCOUNT				(\$4,209.98)
FREIGHT				\$3,219.04
TOTAL AMT DUE				<u>\$65,767.06</u>
PLEASE REMIT PAYMENT TO:				
MRC, INC.				
PO BOX 106				
SPRING LAKE, NJ 07762				
THANK YOU FOR YOUR ORDER!				

Attachment: CDBG Playground Change Order (2019-94 : Amending a contract for installation of playground equipment)



RESOLUTION NO. 2019-95

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

RESOLUTION AUTHORIZING THE USE OF CONTRACTS WITH APPROVED OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE NATIONAL COOP VENDORS

WHEREAS, the City of Asbury Park, pursuant to P.L. 2011.c.139; N.J.S.A.40A:11-12 and N.J. A.C. 5:34-7.29 and per Local Finance Notice 2012-10, may by resolution and without advertising for bids, purchase goods under the OMNIA Partners Government Purchasing Alliance National Coop for any national and/or regional cooperative entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Asbury Park has the need on a timely basis to purchase goods and services utilizing the OMNIA Partners Government Purchasing Alliance National Coop; and

WHEREAS, the City of Asbury Park is a member of the OMNIA Partners Government Purchasing Alliance National Coop Membership ID 1022486; and

WHEREAS, the City of Asbury Park may enter into contracts with the referenced OMNIA Partners Government Purchasing Alliance National Coop vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current OMNIA Partners Government Purchasing Alliance National Coop; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the Purchasing Agent to purchase certain goods from those approved OMNIA Partners Government Purchasing Alliance National Coop for the 2019 calendar year pursuant to all conditions of the individual awarded bids; and

BE IT FURTHER RESOLVED that the CFO shall certify to the availability of sufficient funds prior to the expenditure of funds for such goods; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-95 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-96

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

AUTHORIZING THE AWARD OF A CONTRACT REGARDING THE OPERATION OF A SEASONAL CONCESSION INVOLVING SURF LESSONS

WHEREAS, on November 28, 2018, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2018-409, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a concession to provide private surf lessons to the public in a designated area of the Asbury Park beach front (Eight Avenue Beach) during the summer seasons of 2019, 2020 and 2021; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on December 27, 2018, which advertised that the City was seeking proposals from vendors who were interested in operating said concession during the time periods specified above, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available from the City Clerk’s office; and

WHEREAS, in response to said advertisement, the City received one (1) proposal on or prior to the advertised due date; and

WHEREAS, the proposals received were as follows:

1. Summertime Surf LLC:
 - a. 2019 Summer Season:\$4,550.00;
 - b. 2020 Summer Season:\$4,800.00;
 - c. 2021 Summer Season:\$5,050.00;

WHEREAS, the payments proposed exceed the minimum fees required in the City’s RFP; and

WHEREAS, the City Manager has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the City Manager reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated February 22, 2019, the City Manager provided a report (per N.J.S.A. 40A:11-4.5(d)), in which he recommended that the contract for this concession be awarded to the high bidder, Summertime Surf LLC; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

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

WHEREAS, in accordance with the City Manager's recommendation, the Mayor and Council now wish to authorize the award of a contract to Summertime Surf for the within concession for the summer seasons of 2019, 2020 and 2021, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession for the summer seasons of 2019, 2020 and 2021 is hereby awarded to Summertime Surf, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Summertime Surf regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP, including that the City shall have final sign-off on operational location, and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Summertime Surf
 - (b) Michael Capabianco, City Manager
 - (c) William McClave, Superintendent of Public Works
 - (d) Michael Manzella, Transportation Planner
 - (e) JoAnn Boos, CFO
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-96 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

To: Mayor and Council
 From: Michael Capabianco, City Manager
 Date: February 22, 2019
 Re: Concession responses

Introduction:

On January 17, 2019, the City opened concessions for the following items. The pedal boat and surf lessons received one bid each and the recommended awardee is below with price.

There were three responsible and responsive bidders for Umbrellas & Chairs; the recommendation is below. Interviews were conducted by the City Manager and Purchasing Director.

Designates award recommendation

Pedal Boat

Bid amounts

Asbury Park Pedal Boats - Sunshine Productions, LLC

2019 PAYMENT PROPOSED (Minimum Fee \$2,200)	\$2,250.00
2020 PAYMENT PROPOSED (Minimum Fee \$2,500)	\$2,550.00
2021 PAYMENT PROPOSED (Minimum Fee \$2,750)	\$2,750.00

Surf Lessons

Bid amounts

Summertime Surf LLC

2019 PAYMENT PROPOSED (Minimum Fee \$4,000)	\$4,550.00
2020 PAYMENT PROPOSED (Minimum Fee \$4,250)	\$4,800.00
2021 PAYMENT PROPOSED (Minimum Fee \$4,500)	\$5,050.00

Umbrellas & Beach Chairs (with ranking and ratings; for full criteria please see the RFP as the rating description is only a portion of the requirement; interviews included in scoring)				Payment (40%)	Cost to Public (10%)	Prior experience (15%)	Safety, etc. (20%)	Equipment (15%)
BB VB Hotels, LLC - Boucher Brothers				40	8	9	18	15
Sand and Sky Beach Supply, LLC				39	9	8	15	14
Pimco, LLC				38	10	10	20	15

	Total
BB VB Hotels, LLC - Boucher Brothers	90
Sand and Sky Beach Supply, LLC	85
Pimco, LLC	93

				2019 Fee	2020 Fee	2021 Fee
BB VB Hotels, LLC - Boucher Brothers				\$16,000	\$18,000	\$20,000
Sand and Sky Beach Supply, LLC				\$14,111	\$15,111	\$16,111
Pimco, LLC				\$8,100	\$9,100	\$10,100

Attachment: Recommendation memo (2019-96 : Awarding concession for surf lessons)



RESOLUTION NO. 2019-97

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

AUTHORIZING THE AWARD OF A CONTRACT REGARDING THE OPERATION OF A SEASONAL CONCESSION INVOLVING THE RENTAL OF PEDAL BOATS FOR WESLEY LAKE

WHEREAS, on November 28, 2018, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2018-409, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a concession involving the rental of stand-up pedal boats to the public in a designated area of the Wesley Lake during the summer seasons of 2019, 2020 and 2021; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on December 27, 2018, which advertised that the City was seeking proposals from vendors who were interested in operating said concession during the time periods specified above, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available from the City Clerk’s office; and

WHEREAS, in response to said advertisement, the City received one (1) proposal on or prior to the advertised due date; and

WHEREAS, the proposals received were as follows:

1. Asbury Park Pedal Boats, Sunshine Productions LLC:
 - a. 2019 Summer Season:\$2,250.00;
 - b. 2020 Summer Season:\$2,550.00;
 - c. 2021 Summer Season:\$2,750.00;

WHEREAS, the payments proposed exceed the minimum fees required in the City’s RFP; and

WHEREAS, the City Manager has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the City Manager reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated February 22, 2019, the City Manager provided a report (per N.J.S.A. 40A:11-4.5(d)), in which he recommended that the contract for this concession be awarded to the high bidder, Asbury Park Pedal Boats, Sunshine Productions; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

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

WHEREAS, in accordance with the City Manager's recommendation, the Mayor and Council now wish to authorize the award of a contract to Asbury Park Pedal Boats, Sunshine Productions, for the within concession for the summer seasons of 2019, 2020 and 2021, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession for the summer seasons of 2019, 2020 and 2021 is hereby awarded to Asbury Park Pedal Boats, Sunshine Productions, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Asbury Park Pedal Boats regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP, including that the City shall have final sign-off on operational location and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Asbury Park Pedal Boats Sunshine Productions
 - (b) Michael Capabianco, City Manager
 - (c) William McClave, Superintendent of Public Works
 - (d) Michael Manzella, Transportation Planner
 - (e) JoAnn Boos, CFO
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

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

NO. 2019-97 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

To: Mayor and Council
 From: Michael Capabianco, City Manager
 Date: February 22, 2019
 Re: Concession responses

Introduction:

On January 17, 2019, the City opened concessions for the following items. The pedal boat and surf lessons received one bid each and the recommended awardee is below with price.

There were three responsible and responsive bidders for Umbrellas & Chairs; the recommendation is below. Interviews were conducted by the City Manager and Purchasing Director.

Designates award recommendation

Pedal Boat

Bid amounts

Asbury Park Pedal Boats - Sunshine Productions, LLC

2019 PAYMENT PROPOSED (Minimum Fee \$2,200)	\$2,250.00
2020 PAYMENT PROPOSED (Minimum Fee \$2,500)	\$2,550.00
2021 PAYMENT PROPOSED (Minimum Fee \$2,750)	\$2,750.00

Surf Lessons

Bid amounts

Summertime Surf LLC

2019 PAYMENT PROPOSED (Minimum Fee \$4,000)	\$4,550.00
2020 PAYMENT PROPOSED (Minimum Fee \$4,250)	\$4,800.00
2021 PAYMENT PROPOSED (Minimum Fee \$4,500)	\$5,050.00

Umbrellas & Beach Chairs (with ranking and ratings; for full criteria please see the RFP as the rating description is only a portion of the requirement; interviews included in scoring)				Payment (40%)	Cost to Public (10%)	Prior experience (15%)	Safety, etc. (20%)	Equipment (15%)
BB VB Hotels, LLC - Boucher Brothers				40	8	9	18	15
Sand and Sky Beach Supply, LLC				39	9	8	15	14
Pimco, LLC				38	10	10	20	15

	Total
BB VB Hotels, LLC - Boucher Brothers	90
Sand and Sky Beach Supply, LLC	85
Pimco, LLC	93

				2019 Fee	2020 Fee	2021 Fee
BB VB Hotels, LLC - Boucher Brothers				\$16,000	\$18,000	\$20,000
Sand and Sky Beach Supply, LLC				\$14,111	\$15,111	\$16,111
Pimco, LLC				\$8,100	\$9,100	\$10,100

Attachment: Recommendation memo (2019-97 : Awarding concession for pedal boats)



RESOLUTION NO. 2019-98

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

AUTHORIZING THE AWARD OF A CONTRACT REGARDING THE OPERATION OF A SEASONAL CONCESSION INVOLVING THE RENTAL OF UMBRELLAS, BEACH CHAIRS AND OTHER ITEMS

WHEREAS, on November 28, 2018, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2018-409, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a concession involving the rental of umbrellas, chairs and other items on the beach during the summer seasons of 2019, 2020 and 2021; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on December 27, 2018, which advertised that the City was seeking proposals from vendors who were interested in operating said concession during the time periods specified above, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available from the City Clerk’s office; and

WHEREAS, in response to said advertisement, the City received three (3) proposals on or prior to the advertised due date; and

WHEREAS, the proposals received were as follows:

1. BB VB Hotels Boucher Brothers:
 - a. 2019 Summer Season:\$16,000.00;
 - b. 2020 Summer Season:\$18,000.00;
 - c. 2021 Summer Season:\$20,000.00; and
2. Sun and Sky Beach Supply:
 - a. 2019 Summer Season:\$14,111.00;
 - b. 2020 Summer Season:\$15,111.00;
 - c. 2021 Summer Season:\$16,111.00; and
3. Pimco LLC:

- a. 2019 Summer Season:\$8,100.00;
- b. 2020 Summer Season:\$9,100.00;
- c. 2021 Summer Season:\$10,100.00; and

WHEREAS, the payments proposed by all Contractors meet or exceed the minimum fees required in the City's RFP; and

WHEREAS, the City Manager has confirmed that all proposals comply in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the City Manager reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated February 22, 2019, the City Manager provided a report (per N.J.S.A. 40A:11-4.5(d)), in which he recommended that the contract for this concession be awarded to the bidder with the best overall experience for the City of Asbury Park, Pimco LLC; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

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

WHEREAS, in accordance with the City Manager's recommendation, the Mayor and Council now wish to authorize the award of a contract to Pimco LLC for the concession for the summer seasons of 2019, 2020 and 2021, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession for the summer seasons of 2019, 2020 and 2021 is hereby awarded to Pimco LLC, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Pimco LLC regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP, including that the City shall have final sign-off on operational location and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:

- (a) Pimco LLC
- (b) Michael Capabianco, City Manager
- (c) William McClave, Superintendent of Public Works
- (d) JoAnn Boos, CFO
- (e) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-98 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 27th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

To: Mayor and Council
 From: Michael Capabianco, City Manager
 Date: February 22, 2019
 Re: Concession responses

Introduction:

On January 17, 2019, the City opened concessions for the following items. The pedal boat and surf lessons received one bid each and the recommended awardee is below with price.

There were three responsible and responsive bidders for Umbrellas & Chairs; the recommendation is below. Interviews were conducted by the City Manager and Purchasing Director.

Designates award recommendation

Pedal Boat

Bid amounts

Asbury Park Pedal Boats - Sunshine Productions, LLC

2019 PAYMENT PROPOSED (Minimum Fee \$2,200)	\$2,250.00
2020 PAYMENT PROPOSED (Minimum Fee \$2,500)	\$2,550.00
2021 PAYMENT PROPOSED (Minimum Fee \$2,750)	\$2,750.00

Surf Lessons

Bid amounts

Summertime Surf LLC

2019 PAYMENT PROPOSED (Minimum Fee \$4,000)	\$4,550.00
2020 PAYMENT PROPOSED (Minimum Fee \$4,250)	\$4,800.00
2021 PAYMENT PROPOSED (Minimum Fee \$4,500)	\$5,050.00

Umbrellas & Beach Chairs (with ranking and ratings; for full criteria please see the RFP as the rating description is only a portion of the requirement; interviews included in scoring)				Payment (40%)	Cost to Public (10%)	Prior experience (15%)	Safety, etc. (20%)	Equipment (15%)
BB VB Hotels, LLC - Boucher Brothers				40	8	9	18	15
Sand and Sky Beach Supply, LLC				39	9	8	15	14
Pimco, LLC				38	10	10	20	15

	Total
BB VB Hotels, LLC - Boucher Brothers	90
Sand and Sky Beach Supply, LLC	85
Pimco, LLC	93

				2019 Fee	2020 Fee	2021 Fee
BB VB Hotels, LLC - Boucher Brothers				\$16,000	\$18,000	\$20,000
Sand and Sky Beach Supply, LLC				\$14,111	\$15,111	\$16,111
Pimco, LLC				\$8,100	\$9,100	\$10,100



RESOLUTION NO. 2019-99

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

AWARDING BID FOR PRINTING SERVICES

WHEREAS, on Tuesday, January 8, 2019 the City of Asbury Park (the “City”) accepted bids for 2019 Printing Services; and

WHEREAS, on Wednesday, January 23, 2019 Mayor and Council adopted Resolution No. 2019-63 disqualifying all bid and authorizing a re-bid; and

WHEREAS, on Wednesday, February 13, 2019 the City received seven (7) sealed bids for Printing Services; and

WHEREAS, it has been determined that Craftmaster Printing submitted the lowest responsible bid in accordance with the bid specifications; and

WHEREAS, it is the desire of the governing bid to award a contract for printing services for a period of two years with the right to include additional contract extension; 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 that it hereby awards a contract to Craftmaster Printing for Printing Services.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-99 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 27th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

City of Asbury Park
2019 PRINTING SERVICES - BID OPENING
Wednesday, February 13, 2019
11:30 AM

3.H.8.a

	BIDDER NAME						
	Concept Printing 40 Lydecker Street Nyack, NY 10960	Premier Printing 508 Raritan Street Sayreville, NJ 08872	Ridgewood Press 609 Franklin TurnPike Ridgewood, NJ 07450	Forms Plus More 6 Harwood Avenue Voorhees, NJ 08043	Davis Packing & Printing 606 Independence Drive Harleysville, PA 19438	Craftmaster Printing 2024 Corlies Avenue Neptune, NJ 07753	
TOTAL BID AMOUNT	2,396.90	2,070.00	1,851.00	2,003.12	4,155.53	1,464.50	2,891.00
EX. #1	159.90	184.00	143.00	144.60	236.42	127.75	215.00
EX. #2	226.50	217.00	191.00	196.60	284.41	147.25	310.00
EX. #3	124.00	125.00	114.00	103.80	188.08	92.15	140.00
EX. #4	195.00	177.00	148.00	234.75	349.36	121.60	450.00
EX. #5	195.00	177.00	148.00	234.75	349.36	121.60	450.00
EX. #6	173.50	184.00	147.00	144.60	236.42	127.75	215.00
EX. #7	173.50	184.00	147.00	144.60	236.42	127.75	215.00
EX. #8	245.00	149.00	101.00	106.90	264.78	89.00	115.00
EX. #9	118.00	80.00	105.00	98.85	202.67	84.50	98.00
EX. #10	205.00	204.00	159.00	164.75	265.11	145.00	235.00
EX. #11	114.00	102.00	116.00	100.50	212.94	84.50	112.00
EX. #12	105.00	105.00	101.00	81.83	419.88	60.75	67.00
EX. #13	45.00	67.00	69.00	78.93	319.88	41.80	75.00
EX. #14	46.50	69.00	72.00	83.66	369.77	45.60	89.00
EX. #15	46.00	46.00	55.00	84.00	107.35	47.50	105.00
Additional fees for set-up, seals, etc	225.00	0.00	35.00	0.00	112.68	0.00	0.00

Attachment: Printing Services Bid Summary Sheet - Re-Bid (2019-99 : Awarding Bid for Printing Services)



RESOLUTION NO. 2019-100

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

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION AND TARGETS FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition and targets for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$9,229.92

- Eagle Point Gun Shop in the amount of \$9,229.92 on State Contract #A81296, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$9,229.92; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 9-01-25-240-000-221. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of ammunition and targets for the Police Department in the amount of \$9,229.92 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-100 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

R-000587

Daniel Kowsaluk

From: Daniel Kowsaluk [daniel.kowsaluk@cityofasburypark.com]
 Sent: Thursday, February 07, 2019 3:01 PM
 To: 'Daniel Kowsaluk'
 Subject: FW: Ammunition Quotation #2 Asbury Park PD NJ

Thomas J. Morris III
 Eagle Point Gun/T.J.Morris & Son
 1707 Third Street
 Thorofare, New Jersey 08086
 PH 856-848-6945
 FX 856-384-2938
 EM majortjmorrisiii@comcast.net

17DEC18

Hello Daniel,

Pursuant to your below Request, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper targets. All items quoted on are factory new by Federal Cartridge, CCI/Speer, and Speedwell Target. There is no minimum or maximum order BUT ammunition and targets must be ordered in full case lots and I have quoted by the case. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. All prices include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times on factory drop ships of paper targets have been running 3-21 days ARO for most items and vary per item. Delivery times on factory drop ships of ammunition have been running 30-120 days ARO for most items and also vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock as of today BUT my inventory changes on a daily basis. Target prices are pursuant to New Jersey State Contract #A81296, Line #00051, and went into effect on 01MAY12. Federal ammunition prices are pursuant to New Jersey State Contract #A81296, Line #00005, and went into effect on 01MAY14 as per Addendum #97. I do not have the current New Jersey State Contract for CCI/Speer so those prices are just a quote. All prices are good through 22JAN19 which is the current expiration date of the extended New Jersey State Contract as per Addendum #237.

.223 cal. 55gr. FMJ BT Federal American Eagle #AE223 @ \$150.92 per case of 500 rds. X 30,000 rds. (60 cases) = \$9,055.20. In Stock.

FBI-Q (R) Reduced Paper Targets by Speedwell @ \$43.68 per case of 200 targets X 800 targets (4 cases) = \$174.72. In Stock.

If the above two items were ordered in the indicated quantities, your total would be \$9,229.92

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, PMC ammunition, PolyFrang ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories, Sig Sauer firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, Savage Arms firearms, Bushmaster firearms, DPMS firearms, Stag Arms firearms, Rock River firearms, MACE, ALS/AMTEC Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us. I will email this to you immediately and then print it off, sign it, and fax it to you so you will have a signature for your file.

As always,
Tom



RESOLUTION NO. 2019-101

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

RESOLUTION AUTHORIZING THE PURCHASE OF ONE HOT WATER COILS IN HV-4 AIR HANDLER AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City requires the purchase of one hot water coil in HV-4 air handler for the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quotes from the following vendors:

- Air Systems Maintenance Inc. - \$12,870.00
- Thermal Science of NJ - Unresponsive
- Air Control Mechanical - Unresponsive

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Air System Maintenance for the purchase of one hot water coil in HV-4 air handler; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 9-07-55-502-000-218 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of one hot water coil HV-4 air handler from Air System Maintenance and a copy of this Resolution shall be provided to the Superintendent of Public Works, Chief Sewerage Plant Operator, City Manager, CFO and Purchasing Agent.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-101 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



Proposal

Air Systems Maintenance, Inc.,

HVAC Maintenance * Service

718 Jefferson Ave.

Kenilworth, NJ 07033

Phone 908-241-1555 Fax 908-241-8111

Proposal No: 18-5236

Date: 02/06/2019

Proposal Submitted To:City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712**Attention:**

Phone Number: 732-502-5713

Fax Number: 732-502-5738

Work to be Performed at:Asbury Park Sewage Authority
Ocean & 8th Ave.
Asbury Park, NJ 07712**Contact : Rudy Corona**

Phone Number: 732-921-1074

Fax Number:

PROJECT: Replace One Hot Water Coils in HV-4 Air Handler:

We hereby propose to furnish materials and perform labor necessary for the completion of the following:

Drain and disconnect piping to HV-4 Trane coil.

Remove coil from air handler.

Install one new Trane Hot water coil, Model# D5WB54085.

Reconnect hot water piping. Fill and Test coil.

Start up and check operation.

Total Cost\$ 12,870 .00

Exclusions:

Overtime hours.

NOTE: This price is good for 30 Days only.**Proposal Includes:**

All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: \$12,870 .00

Payment to be made as follows:

Signature: _____

Pete Chafatelli

Date: 10/29/2018

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Date of Acceptance: _____

Signature: _____

Print Name: _____

* * * Communication Result Report (Jan. 31. 2019 8:13AM) * * *

Fax Header)

Date/Time: Jan. 31. 2019 8:12AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
1453 Memory TX	7322259285	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

1700 Kingsley Street
 Asbury Park, NJ 07712
 Ph: 732-774-5131
 Fax: 732-642-4363

Fax

To: THANKS SARGE A.N.J. Fax: 732-225-9285From: RUDY CORONA Project: 1/COVERCC: ASBURY PARK S.T.P. Date: 1/31/2019Re: QUOTE

☐ Unsent ☐ For Review ☒ For Your Use (see below) ☐ Not Requested
☐ Please Comment ☐ Please Reply by: ☐ For Your Records

Comments:

Phone: (732) 774-5131
 Fax: (732) 642-4363

Rudolph J. Corona

Electron

CITY OF ASBURY PARK, NJ
 Utility Dept. (Water and Sewerage Division)
 NJ DEP Lic. # 02-000785
 02-000785

Email: rudy.corona@cityofasbury.com

HEARD, INTERESTED IN QUOTE ON THIS WORK.
 MY CONTRACT INTO ABOVE IF INTERESTED.
 THANK YOU

NO RESPONSE
(10)THERMAL
SCIENCE

Attachment: Air System Maintenance - Air Handler (2019-101 : Purchase of Hot Water Coil in HV-4 Air Handler)

* * * Communication Result Report (Jan. 31. 2019 8:12AM) * * *

Fax Header)

Date/Time: Jan. 31. 2019 8:11AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1452	Memory TX	7326270044	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

1700 Kingsley Street
 Ashbury Park, NJ 07712
 Ph: 732-774-5131
 Fax: 732-502-0981

Fax

To: Ar Contro. Maintenance Fax: 732-627-0044
 From: Andy Corcoran Page: 1/1
 CCI: ASHBURY PARK S.T.P. Date: 1/31/2019
 Ref: QUOTE

☐ URGENT ☐ For Delivery ☒ For Your Use (see below) ☐ As Requested
☐ Please Call Back ☐ Please Reply by: ☐ For Your Records

CONTINUED:

Print: (732) 774-5131
 Call: (732) 774-5131
 Fax: (732) 502-0981



Rudolph J. Corcoran
 Superintendent
 CITY OF ASHBURY PARK, NJ
 Water Main, Sewer, Gas and Distribution System
 NJ DEP ID: # 65-000740
 CD-451300
 Email: rjcorcoran@ashburypark.com

HEAVY INTERESTED IN QUOTE ON THIS WORK.
 MY CONTACT INFO ABOVE.
 THANK YOU

Attachment: Air System Maintenance - Air Handler (2019-101 : Purchase of Hot Water Coil in HV-4 Air Handler)



RESOLUTION NO. 2019-102

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

APPOINTING VARIOUS FIRMS TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) is interested in appointing various architecture firms for the City for the year 2019; and

WHEREAS, the City solicited proposals through the Fair and Open process in which proposals were opened and read aloud on December 27, 2018; and

WHEREAS, the Mayor and Council have determined the following firms can meet the City's needs for architectural services for the City for 2019; and

WHEREAS, the firms are:

1. DMR Architects
2. Clark Caton Hintz
3. Netta Architects

WHEREAS, this appointment does not guarantee work; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the architectural services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2019, and expiring on December 31, 2019, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for

said contract.

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

1. The firms of DMR Architects and Netta Architects are hereby appointed to provide architectural services for the City for the year 2019.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above named firms for the aforementioned services, for the year 2019, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Architectural firms named herein
 - b. Michael N. Capabianco City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-102 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

CITY ARCHITECT

CITY OF ASBURY PARK

DECEMBER 27, 2018

Clarke Caton Hintz

Trenton, NJ • 609 883 8383 • clarkecatonhintz.com



Ms. Tracy Lizardi
 Purchasing Agent
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

December 27, 2018

Re: Proposal for the Position of Architect

Dear Ms. Lizardi:

Clarke Caton Hintz (CCH) is pleased to provide our qualifications for Professional Architectural Services to the City of Asbury Park. You will find that CCH is uniquely qualified to provide the services outlined in the RFQ. We have 40 years of experience providing a wide range of award-winning architectural design services for Office Buildings, Public Works Buildings, Park Facilities, Libraries, Health and Human Services Facilities, Educational Facilities (including for Colleges and Universities), Athletic Facilities, Correctional Facilities, Judicial Facilities and Housing. We have completed work for numerous state, county and local government entities, as well as numerous Colleges and Universities across New Jersey. We have the skills, qualifications and experience distinctively suited for this type of on-call service. In fact, we have provided these kinds of services for a wide range of entities, including Colleges and Universities, School Districts, County governments and municipalities (including the City of Trenton).

New Jersey Public Bid Laws

CCH is well aware of the New Jersey public bid laws that may affect your projects. Our office was founded in 1978, and as the following section attests, we were established by former public officials. Therefore, in both municipal and professional capacities, the office has extensive experience performing public projects under many different delivery methods.

Experience with NJDCA

CCH was founded by Senior Partners John Clarke, Phil Caton, and Carl Hintz, all of whom are former public officials. As such, the firm understands the complexities that go hand in hand with public projects. In particular our firm has extensive experience in dealing the NJDCA, as well as numerous local reviewing authorities.

CCH is completely familiar with the New Jersey Department of Community Affairs (NJDCA) review and approval process and the associated codes currently in force, including but not limited to: New Jersey Uniform Construction Code (NJUCC) including the Barrier Free Sub-code, International Building Code (IBC-NJ), CABO-ANSI.

Within the last 5 years alone, CCH has received project approvals from NJDCA totaling over \$300 million in construction costs. These projects cover a wide variety of building types including: University / Higher Education, K-12 Education, New Jersey Schools Construction Corporation (NJSCC) Abbott projects, Historic Preservation, Parking Structures, Multi-Family Housing, etc.

Our experience has taught us that keeping the lines of communication open with the plan reviewers from the earliest possible time frame will pay dividends as projects progress. Setting up interim project reviews with the plan reviewers at varying stages throughout the design process (30%, 60%, 90%) allows DCA officials to become



acclimated to the specifics of each individual project and allows the reviewers to alert the professionals to any code deficiencies at each stage. It is a mutually beneficial extra step that is not often performed.

Our Trenton location is also a huge benefit since DCA's location is only minutes from our office and we can respond quickly to their requests.

DEP Approvals and Other Approvals

CCH and the entire project team also have a wide range of experience getting DEP, Pinelands Commission and other approvals. For instances, several of our projects for the new headquarters for the NJBIA, Rowan University (including a current athletic fields project), our Roebling Lofts project in Trenton, etc., all required review and work with DEP. Our architects and planners also have extensive experience working with issues relating to projects near the Shore, such as CAFRA reviews, wetlands, etc.

Our Team

The CCH team is ideally suited for the City of Asbury Park. Our team brings an extraordinary degree of experience and expertise to an extraordinary range of project types. CCH is an expert in the design and construction of County and municipally owned/ operated projects, including City Halls, parking garages, office buildings, interior design, historic preservation, etc. Specifically, we have extensive experience working with the City of Asbury Park - both architecturally and as your planners. Our experience includes the Asbury Park Convention Hall and Casino, and on the planning side, the Asbury Park Housing Plan, Streetscape, Reexamination Report, Waterfront Redevelopment Plan, etc.

Management Methodology

The overall responsibility for this work will reside with John D. S. Hatch, FAIA, LEED AP, Principal at Clarke Caton Hintz. He will be your main point of contact for all principal related decisions, coordination, and activities. John Hatch has also been involved with Asbury Park, assisting with a variety of historic projects. Michael Nelson, AIA, LEED BD+C, will be the Project Manager for any projects and responsible for the coordination with all prime consultants if needed for any projects. They will be complemented by a Project Architect, Matthew Mulkeen, AIA and Interior Designer, Taryn de los Reyes, who will assist Messrs. Hatch and Nelson in the groundwork, survey, design and detailing of your projects. Both Mr. Nelson and Mr. Mulkeen reside close to the shore and would be within a half hour to Asbury Park should any emergencies arise. Full resumes for our team can be found in Section 3: Resumes.

The principal level involvement down to the designers' coordination to any consultants is the same philosophy for each firm on a team. Each and every member of the team answers to John Hatch, as the Prime Professional, and ultimately to the client. Our firm does not consist of marketing staff and production staff. Our principals do not appear in a proposal and then fade to the background. There will be a consistent approach to our involvement from Day One.

Communication

Concise and effective communication is critical to a project's success. To facilitate communication, each member of the architectural team will clearly understand his/her roles and responsibilities. The client's project team and its leaders will be the focus of project communications to assure that all project decisions are made with the best interest and priorities of the City in mind. Asbury Park will have direct access to the Principals of the various firms within our team to address project management and planning issues. All key members of the team will remain



involved with the project from inception through completion, expediting the process and assuring that your goals remain at the center of all decisions.

Well-planned and timely progress meetings will be essential to maintaining project development. In addition to face-to-face communications and hard copy documentation, the team will use electronic media. This includes:

- Issuing of meeting confirmations and agendas via email to help participants prepare for each meeting;
- Prompt issuing of meeting minutes via email that effectively summarize decisions and responsibilities for next steps;
- Posting of current project information on a dedicated, password-protected web site

Enclosed please find our firm introduction, resumes, relevant project experience, and other pertinent documentation.

Do not hesitate to contact me with any questions regarding our submission. We look forward to working with you in this capacity!

Sincerely,

John D. S. Hatch, FAIA, LEED AP

Principal-In-Charge

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)



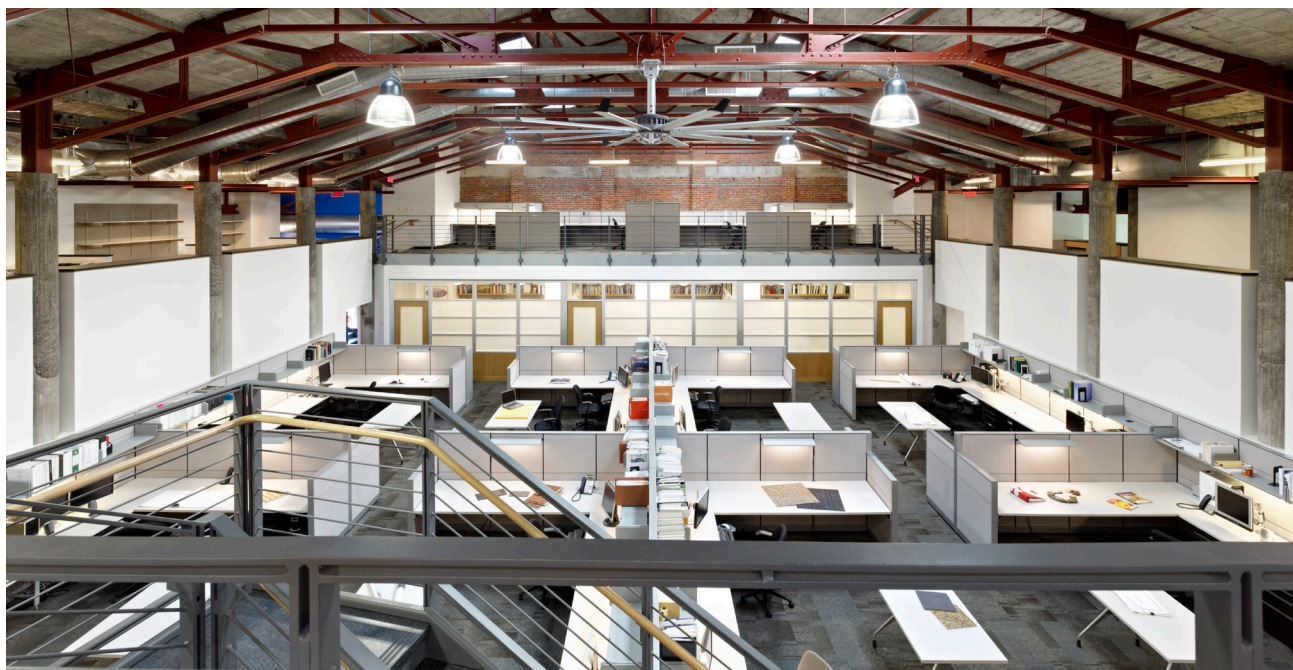
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- 2.0 PROJECT EXPERIENCE
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SECTION 1: FIRM INTRODUCTION & AWARDS



1.0 FIRM INTRODUCTION & AWARDS



Clarke Caton Hintz is an award-winning architectural, planning, and landscape architecture firm with 40 years of experience providing clients with a broad multi-disciplinary approach keyed to solving today's complex planning and design problems.

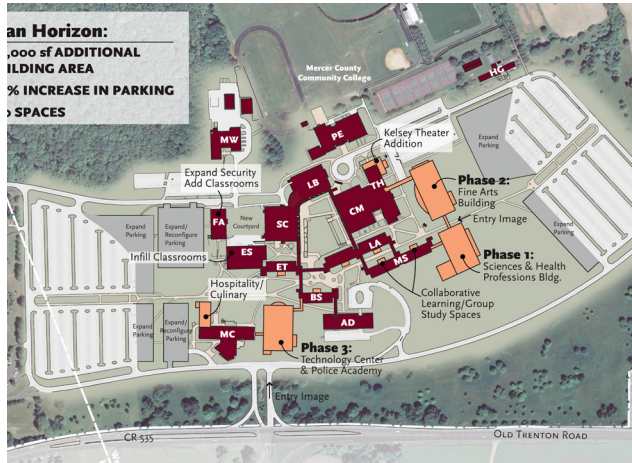
We approach planning and design as a professional collaboration and we believe that architecture, planning, landscape architecture, historic preservation and interior design are fundamentally interdependent. Our multi-disciplinary approach distinguishes us from the more traditional architecture and planning firms in New Jersey and was vital in our being named "Architecture Firm of the Year" by the New Jersey Chapter of the American Institute of Architects.

As we search for the proper balance between aesthetics and function, we focus on direct communication. This interactive process between client and design professional enables us to create design solutions that fulfill our clients' vision while meeting their financial goals.

As creative problem solvers, our goal is to offer attentive service and the appropriate design solution for each client.

Since our founding, the partners have maintained the firm at a manageable size so they can be closely involved with each planning and design project. Our staff has a depth of professional expertise that enables us to handle both large-scale projects and smaller, detail oriented projects, and to respond quickly to client requests. The partners' involvement with each project ensures the maintenance of high standards and the successful completion of our clients' work. This personal connection with our clients is at the essence of the partnership approach at Clarke Caton Hintz.

Planning, Urban Design and Community Development



In New Jersey's increasingly complicated regulatory climate, it is critical that municipalities and private developers have access to planning expertise of the highest caliber. Clarke Caton Hintz provides state-of-the-art planning and consulting services to assist clients in making informed land use decisions for the continually changing rural, suburban and urban communities in which we live.

Our planning services to municipal governments include master planning, environmental and fiscal impact analyses, preparation of zoning, subdivision and development regulations, review of site plan and subdivision applications, redevelopment plans, affordable housing plans, transfer of development rights, historic district designations and special district studies.

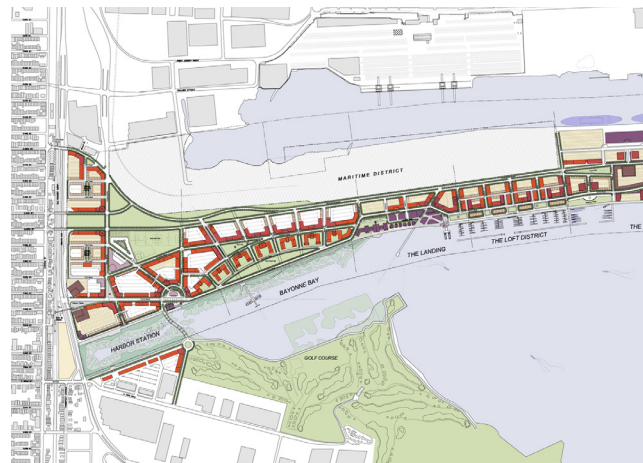
Due to our knowledge of the development permitting process, many of New Jersey's premier developers are our private clients. The work we do for the private sector enhances our service to local government by giving us special insight into the impact of public policy on private land-owners and developers.

Clarke Caton Hintz is actively involved in the revitalization of New Jersey's cities. The firm has an extensive portfolio of work in urban design, community

development and redevelopment plans throughout the state, including the planning of large-scale mixed-use projects in Trenton, Hoboken, Jersey City, Paterson, Newark, Plainfield, Asbury Park and Atlantic City.

Often our urban design and community development projects include identifying and securing funding from government and foundation sources as well as implementation and project management.

At Clarke Caton Hintz, we present solutions that create a balance between preservation and growth. We understand the unique problems of New Jersey: the need to preserve a sense of community and protect natural resources while accommodating necessary development.



Housing: Planning and Design

Clarke Caton Hintz has a wide range of housing experience, ranging from College and University dormitory and student apartment design, to market rate and affordable units, to senior housing. We have also designed sensitive urban infill.

Clarke Caton Hintz is distinguished from other New Jersey firms in that we are not only involved in designing and building a wide range of housing, but also in the planning and policy development for housing in general and affordable housing in particular. The firm has designed housing projects for a wide



range of Colleges and Universities, public and private clients, and affordable housing for many municipal clients. Our design philosophy is to work with our clients to create housing that is distinctive, yet fits within the architectural context of the neighborhood or campus. The design must be economical and durable as well as attractive.



Senior Housing

Clarke Caton Hintz strives to create senior housing that allows for both a home-like apartment setting as well as open and inviting communal spaces.

Our charge is to design better environments for older adults, create spaces with which people can identify, feel proud and be motivated to maintain as an asset to their community.



We have designed numerous new senior housing projects, as well as the renovation of existing structures to create extraordinary facilities. Pellettieri Homes in Trenton, NJ is a good example of our work. The first new housing to be developed within the Roebling Complex was sponsored by Pellettieri Homes, a non-profit corporation in association with Pennrose Properties, a for-profit developer. This project involves the renovation of a two-story wire mill built by Roebling in 1899 to accommodate 76 senior citizen housing units. In order to accommodate the program, Clarke Caton Hintz designed a third floor to the existing structure.

Historic Preservation



The preservation and enhancement of our architectural heritage is an abiding interest at Clarke Caton Hintz. Much of our work involves the preservation, renovation and expansion of historic structures of great architectural merit. We utilize the design ideas embodied in these structures as a touchstone for the project. Thus the strength of the existing architecture is recaptured for new uses.

Our work involving landmark structures has included buildings like the Lambertville House, an early 19th century inn and tavern; the historic Hunterdon County Courthouse and Administrative Complex; the Ellarslie Mansion Museum in Trenton's Cadwalader Park; various buildings at Princeton University; and Morven, the former Governor's Mansion in Princeton. We have won numerous preservation awards at the local, state and regional levels.

Our commitment to historic preservation is perhaps best demonstrated by the firm's offices on the third floor of the Historic Trenton Masonic Temple. This space had been empty and unfinished since the completion



of the building in 1928. Clarke Caton Hintz assisted the Masons in obtaining grants for a Preservation Plan as well as a major grant for extensive preservation work on the overall building. We then renovated the third floor, bringing new vitality to an underutilized structure. The Masonic Temple is an excellent example of how empty and underutilized historic structures can be adapted to new uses.

Institutional Architecture

Institutional buildings serve as focal points for the fabric of our communities. They have a public presence and symbolic importance that transcend the underlying programmatic requirements. As permanent civic assets they are intended to be in service for the long term and must be durable and adaptable. We are sensitive to the special significance of institutional design commissions.





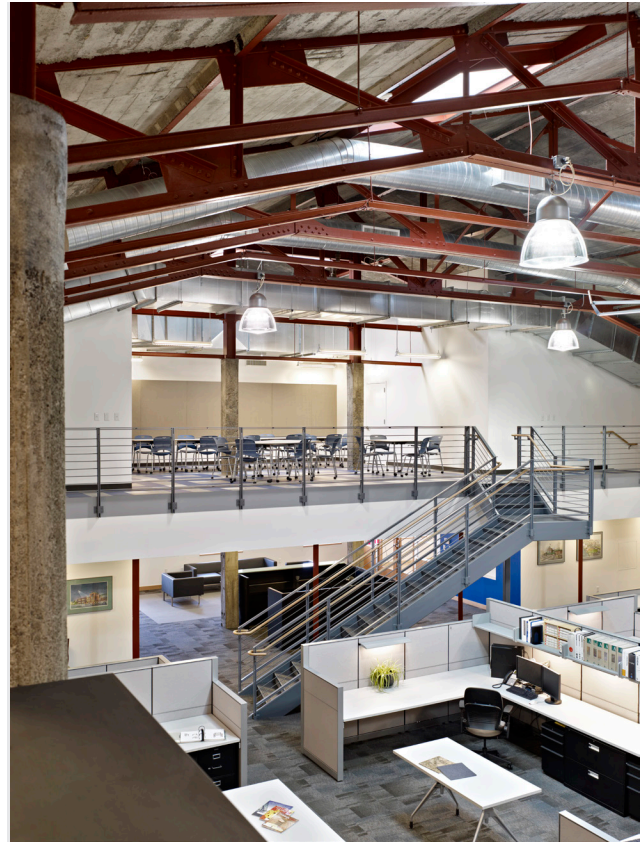
Clarke Caton Hintz has produced a substantial body of institutional design including municipal buildings, courthouses, College and University facilities, schools, minor league baseball stadiums and theaters. While some projects are entirely new buildings, others involve renovations to existing structures and expansions of older facilities.

Often our institutional designs are in urban centers where we must resolve issues of open space, parking, transportation, pedestrian pathways and gathering areas. We strive to create a sense of scale and balance between the existing buildings and the new design.

We are mindful that the design for an institution becomes a symbol of the organization. Creating a high quality of building design is our objective and we work with clients until this is achieved.

Sustainable Design

Clarke Caton Hintz is committed to the principles of energy efficiency and sustainable design. Our work encompasses a variety of sustainable initiatives, including LEED certified facilities, Smart Growth, Green Homes, Green Globes and project-specific sustainability goals. Our commitment to sustainability underlies each of our primary disciplines: architecture, landscape architecture, historic preservation, planning and interior design. We believe the key to a successful project is the integration of sustainable principles early on, as touchstones for decision making throughout a project and to ensure that those objectives are met.



Our personal and professional commitment to sustainable design is exemplified by our offices at the Trenton Masonic Temple.

Sustainable measures that are included in our office include occupancy-based lighting, ambient lighting sensors, new skylights, recycled materials, enhanced insulation, innovative HVAC systems, and photovoltaic cells to produce solar power. Our offices at the Masonic Temple are a model of sustainable design.

Located in previously unfinished space in this landmark building, our offices are at the LEED Silver Certification level for energy efficiency and environmental design.

Interior Design



A natural complement to our architectural services is the interior design of many of our buildings, as well as the redesign of the interiors of existing structures. Whether it is the interior of a classroom building, courthouse or office, Clarke Caton Hintz strives to maintain a cohesive design sensibility answering our clients' needs.

We begin with a thorough space analysis which results in a detailed program summary. This is utilized for creating an efficient and creative space plan. With the client's budget in consideration, a comprehensive design is developed, often creating a new public image. Assistance is given in implementing the design, including contractor selection, furniture and finish selections as well as lighting design.

We ensure the successful completion of our projects by working in partnership with our clients, translating their project requirements into an interior space reflective of their unique needs and aspirations.

Landscape Architecture

Landscape architectural services provided by Clarke Caton Hintz encompass a broad range of disciplines dealing with the design of land. Included in our expertise is environmental analysis such as wetlands delineation, vegetation inventories, viewsheds, and soils. Our experience in the design of open spaces for parks and recreational use ranges from school playgrounds to campus open spaces, from major athletic facilities to regional preserves. The discipline includes the design of community parks, athletic fields, recreation areas, golf courses, waterfront parks, bikeways and campus plazas.

We also believe in emphasizing the importance of public streets, pedestrian paths and civic spaces.

Every building profoundly impacts the surrounding spaces and buildings. Our designs emphasize public space, giving it more character and sometimes creating an entirely new public environment where none had existed before.

Landscape design principles have focused our architecture on the design of places rather than just objects.





Design for Education Facilities



Buildings are about far more than just their technical details: They are mirrors of an institution.

The best buildings aren't just a result of creative and functional design, but also of sociology, economics and – at a School, College or University – the means and methods of education. Clarke Caton Hintz delivers outstanding buildings to our clients that meet their



technical and operational needs, but we also have the skills and the interest to delve deeper than just how a building is put together. Our team's long-term commitment to the design of educational spaces means that our clients have a partner as committed and passionate about education as they are.

Our work is devoted to the pursuit of responsible and sensitive design. We aim to remember rather than reinvent, to emphasize the essential over the superficial, and to produce work that is timeless rather than merely fashionable. We celebrate the interplay between the elements of a work and the whole of the campus.

We try to understand what makes each site authentic, what gives character to a place. Each building then responds to its specific context, addressing all of its variety and complexity while expressing a unique identity. Although we strive for beauty and visual delight, our architecture is integrated into the fabric of its surroundings. Buildings form the background, and the open spaces remain the focus.

Athletic Facilities



Clarke Caton Hintz has worked on some of the best known athletic facilities in New Jersey, including three minor league baseball stadiums (Waterfront Park in Trenton, Campbell's Field in Camden and TD Bank Ballpark in Bridgewater). We have also completed an extraordinary array of athletic facilities for School, Colleges and Universities. This work ranges from large scale indoor arenas, gymnasiums and aquatic centers to full track and field facilities with field house buildings containing restrooms, concessions, locker rooms, etc.

Athletic facilities are an important part of civic and campus life: They are a focal point for pride, for student and staff activity and for fundraising. They require both design sensitivity and technical expertise.



Parking Garages



To accommodate the ever increasing demands for parking, construction of new Parking Structures continues to be essential. CCH strives to design these structures as permanent civic assets that are intended to be in service for the long term and must be attractive, durable and adaptable. The design should be distinctive at the ribbon-cutting, yet able to age gracefully.

Clarke Caton Hintz has designed parking garages for a wide range of clients, including Newark Airport, the Yankees and several Colleges and Universities. For many of these projects, we have been part of a design/build team that has provided attractive parking facilities quickly and cost effectively.

Structured parking facilities can help resolve numerous urban design issues. We understand the complex design and structural issues that make parking garages work well in a wide range of environments.





AWARDS



Roebling Lofts

Trenton, NJ

- 2018 New Jersey Future Smart Growth Award
- 2018 NJ State Historic Preservation Award
- 2018 Governor's Excellence in Housing and Economic Development Award



George A. Pruitt Hall

Thomas Edison State Univ.
Trenton, NJ

- 2017 NJBIA New Good Neighbor Award



Engineering Hall

Rowan University
Glassboro, NJ

- 2018 NJBIA New Good Neighbor Award



Trenton Hall & Trenton Hall Annex

Mercer Cty. Comm. College
Trenton, NJ

- 2017 NJBIA New Good Neighbor Award



The Ernest Mario School of Pharmacy

Rutgers University
Piscataway, NJ

- 2018 Construction Management Achievement Award, Metro NY/ NJ Chapter



Millington Schoolhouse Old Town Hall

Long Hill Township, NJ

- 2017 NJ State Historic Preservation Award



Glassboro Town Square

Glassboro, NJ

- 2018 NJASLA Honor Award
- 2017 Downtown New Jersey Excellence Award



Closter Borough Municipal Building

Closter, NJ

- 2017 Bergen County Historic Preservation Commendation Award



NJ Realtors Corporate Headquarters

Trenton, NJ

- 2017 NJBIA New Good Neighbor Award



Ctr. for Learning & Tech.

Thomas Edison State Univ.
Trenton, NJ

- 2016 NJBIA New Good Neighbor Award
- 2016 City of Trenton Historic Preservation Award

AWARDS CONT.



School of Business New Jersey City University Jersey City, NJ

2016 Starnet Worldwide Commerical
Flooring Gold Winner in
Education Design Award



Mercer County 9/11 Memorial West Windsor, NJ

2012 NJ Chapter American
Association of Landscape
Architects Merit Award



Roebling Mansion - State League of Municipalities Trenton, NJ

2016 City of Trenton Historic
Preservation Award
2008 NJBIA New Good Neighbor
Award
2007 NJ State Historic Preservation
Award



Car Park Parking Garage Montclair State University Upper Montclair, NJ

2012 Nat'l Precast Concrete Assoc.
Above-Ground Parking Award



Cadwalader Park Tennis Pavilion Trenton, NJ

2016 City of Trenton Historic
Preservation Award
2013 US Tennis Association National
Large Public Outdoor Facility of
the Year Award



Yankee Stadium Ruppert Plaza Garage & Rooftop Park Bronx, NY

2012 PCI Design Award
2012 PCI Sustainable Design Award
2010 ACEC-NY Engineering
Excellence Award



Port Colden United Methodist Church Port Colden, NJ

2014 NJ State Historic Preservation
Award



Yankee Stadium 164th Street Garage Bronx, NY

2011 PCI Design Award
2010 ACEC-NY Engineering
Excellence Award - Gold Award
for Structural and Diamond
Award for Civil



Tillett Hall Rutgers University Piscataway, NJ

2013 AIA NJ Interior Architecture
Merit Award



Clarke Caton Hintz Offices Trenton, NJ

2011 AIA NJ Merit Award for
Excellence in Architecture
2010 NJ State Historic Preservation
Award
2010 NJBIA New Good Neighbor
Award

SECTION 2: PROJECT EXPERIENCE

ASBURY PARK CONVENTION HALL

Asbury Park, NJ

Program

Complete Building Renovation

Client

Asbury Partners



Convention Hall



Entry Detail

Convention Hall, constructed in the late 1920s, was designed by Warren and Wetmore. Warren and Wetmore were also the designers of Grand Central Station in New York. The building was conceived as a modern facility for the accommodation of cultural events, ranging from motion pictures and concerts in the Paramount Theatre to exhibitions and larger entertainment events in the Hall. A skylight arcade over the Boardwalk between the Paramount Theatre and the Hall contained a variety of tourist-oriented shops and restaurants.

In accordance with the Asbury Park Redevelopment Plan (also by CCH) Convention Hall was renovated and is operated as a cultural and entertainment facility. Our work included masonry and terra cotta repairs, a complete exterior window replacement and the replacement of both interior and exterior store fronts.

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ASBURY PARK CONVENTION HALL

Asbury Park, NJ



Terra Cotta Detail



Convention Hall entrance from arcade



Convention Hall (from Howard Johnson)

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Clarke Caton Hintz

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ASBURY PARK CASINO

Asbury Park, NJ

Program

Partial building demolition,
stabilization and roof replacement

Client

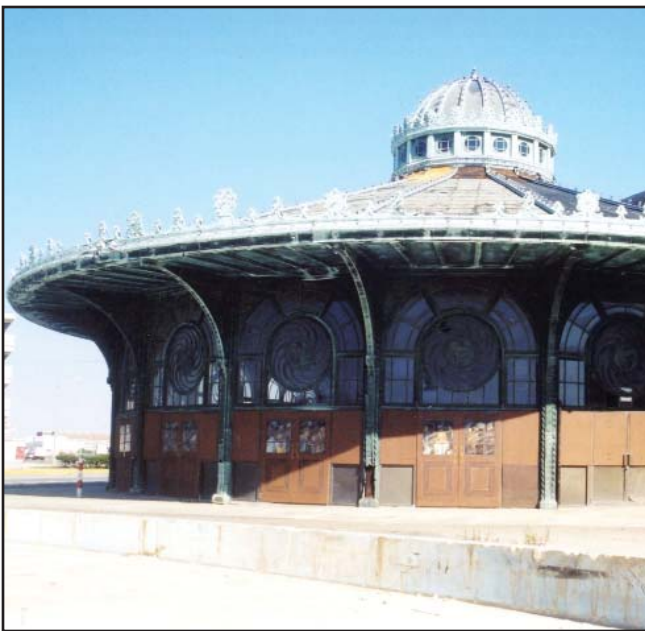
Asbury Partners

Cost

\$1 million



Carousel House Rooftop



Carousel House (before)

The Casino at Asbury Park is one of the most prominent buildings located along the City's historic boardwalk. The building was originally designed for amusement entertainment and featured an indoor amusement park and a large carousel.

As part of the overall redevelopment plan for Asbury Park (also by CCH) the former arena that extended over the beach needed to be demolished as it was in imminent danger of collapse due to storm damage, improper previous construction efforts and years of neglect. To preserve the Carousel House from further deterioration, a new roof was installed. As the building is listed on the National and State Registers of Historic Places, all work complied with the U.S. Department of the Interiors Secretary's Standards for the Treatment of Historic properties. CCH is currently designing plans for the future re-use of this significant structure.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

LAWRENCE TOWNSHIP MUNICIPAL BUILDING

Lawrenceville, NJ

Program

Renovation and expansion of existing municipal building

Client

Township of Lawrence

Cost

\$5 Million



Exterior View from Street



New entry addition

The existing Municipal Building for the Township of Lawrence had become outdated and under-utilized. The completion of the adjacent Police & Courts Facility (also by CCH) left vacant space in the existing building. The Township sought to relocate departments previously located in trailers at the rear of the site. Clarke Caton Hintz was charged with the task of reorganizing the existing plan and designing a small addition in order to bring all municipal departments under one roof.

The exterior walls remained in place while most interior partitions were demolished to make way for the new configuration. Previously hidden columns were brought to life in new, broader corridors throughout the first floor. A curved masonry wall highlights the main circulation spine in the center of the building and acts to direct users to all of the various departments. A new entry lobby at the south side of the building will

Attachment: Architect - Clarke Caton Hintz (2019-102 : Architect Appointment 2019)

LAWRENCE TOWNSHIP MUNICIPAL BUILDING

Lawrence, NJ



Lobby

provide a spacious gateway to the main circulation spine that links the 2 existing parking lots. Skylights, indirect lighting, and interior glazing help to add light to what was once a dark and disorienting building.

Project phasing was of the utmost importance as the Township remained in the building during renovations.



New entrance lobby

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Clarke Caton Hintz

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LAWRENCE TOWNSHIP MUNICIPAL BUILDING

Lawrence, NJ



Planning Department



Recreation Department



Conference Room

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LAWRENCE TOWNSHIP POLICE & MUNICIPAL COURT

Lawrenceville, NJ

Program

Police Functions: 34,900 sf
Court Functions: 6,000 sf

Total sf: 40,000 sf

Client

Township of Lawrence

Cost

\$7.2 million



Entrance Detail



Front Facade

The Lawrence Township Police and Municipal Courts Facility accommodates a building program of four distinct parts: Public Lobby, Courts, Police and Detention. The public enters the building into a grand gathering space/lobby. This serves as an orientation device for the public. Off of the lobby are the courtroom with associated offices, the police and various community rooms. "Back of house" spaces include detention and select police administration which minimizes public interaction and offers the greatest amount of security.

Careful consideration was given to the traditional forms and materials of the building. While the design of the facility is of its time, it relates to the existing municipal building (also by CCH) located on the same campus directly across the parking lot.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

LAWRENCE TOWNSHIP POLICE & MUNICIPAL COURT

Lawrenceville, NJ



Overall Photo



Covered Parking

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

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BOUND BROOK MUNICIPAL BUILDING

Bound Brook, NJ

Program

New Borough Hall including
Municipal Offices and Police Station

Client

Borough of Bound Brook

Cost

\$1 million



Front Entrance



Courtroom

Located within a neighborhood of handsome Victorian homes, the Bound Brook municipal building strives to maintain the urban character of area while also blending with the adjacent context. By defining the street frontage with the building volume, it also screens the parking lot from view.

The building is comprised of three programmatic elements – the general municipal offices, the police station and the Borough's Council Room. Each element is organized around the Main Public lobby. The Council Room is centered on the entrance and is a double height space. The additional height lends prominence to the space while anchoring the building's mass. Skylights within this space give the council room its distinct character.

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Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



4390 ROUTE 1

Princeton, NJ

Program

Design services to upgrade existing public spaces

Client

4390

Cost

\$500,000



Lobby



View from Route 1

Clarke Caton Hintz provided design services to upgrade the existing public spaces at 4390 Route 1. The spaces include lobbies, corridors and restrooms. An important design element is the kinetic sculpture suspended within the building's main atrium.

To best assist the real estate brokers marketing the building, CCH has also prepared new graphic marketing materials. Work also included establishing new building design standards which incorporated LEED principles for "green" design.

CLARKE CATON HINTZ OFFICES

Trenton, NJ

Program

Office fit-out for award -
winning design firm

14,000 sf
LEED-CI Silver Certification

Client

Clarke Caton Hintz

Cost

\$4 million



Open Work Area



Reception

The Trenton Masonic Temple, built in 1927, is a beautiful and imposing Neo-Classical structure. The third floor was designed to be three additional meeting rooms, but was never finished. With 25 to 30 foot high ceilings, large exposed concrete columns and beautiful views, this space stood empty for almost eighty years. Clarke Caton Hintz worked with the Masons to assist with the long term stabilization and renovation of the Temple. As part of this work, CCH became aware of the impressive space on the third floor and realized that this would be ideal for our expanded offices.

The design for Clarke Caton Hintz's offices takes advantage of the extraordinary spatial and material qualities of the space. The steel trusses supporting the roof are exposed with new skylight openings added. The

Attachment: Architect - Clarke Caton Hintz (2019-102 : Architect Appointment 2019)

CLARKE CATON HINTZ OFFICES

Trenton, NJ

mezzanine is expanded to house the library, additional drafting space and a staff meeting area. The concrete columns remain exposed, along with some of the brick exterior walls, providing a satisfying contrast with the new, modern materials and systems.

The new offices are designed to be LEED –CI (Commercial Interior) Silver Certified. The skylights provide daylight for virtually all of the interior spaces, and the systems and materials meet all of the LEED requirements for efficiency and sustainability. Making this historic landmark a LEED certified project was a particularly exciting and satisfying effort.

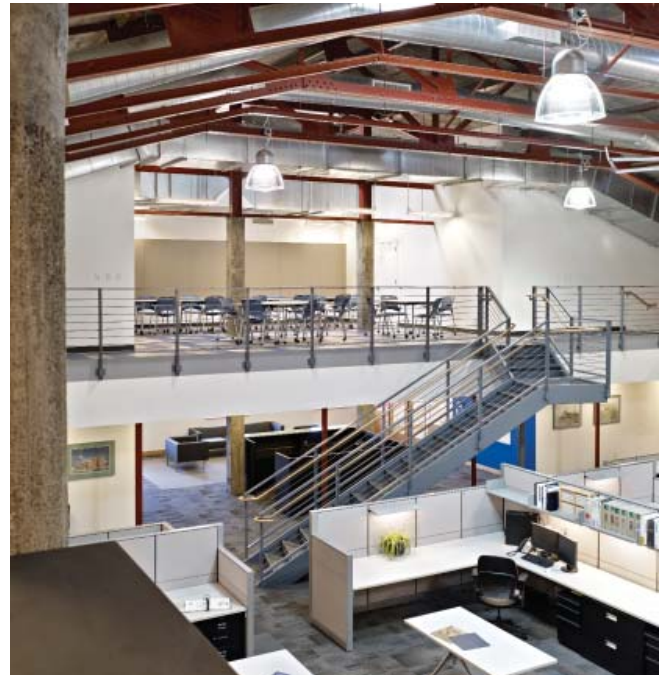
The project won a design commendation from AIA New Jersey.



Stair



Open Work Area

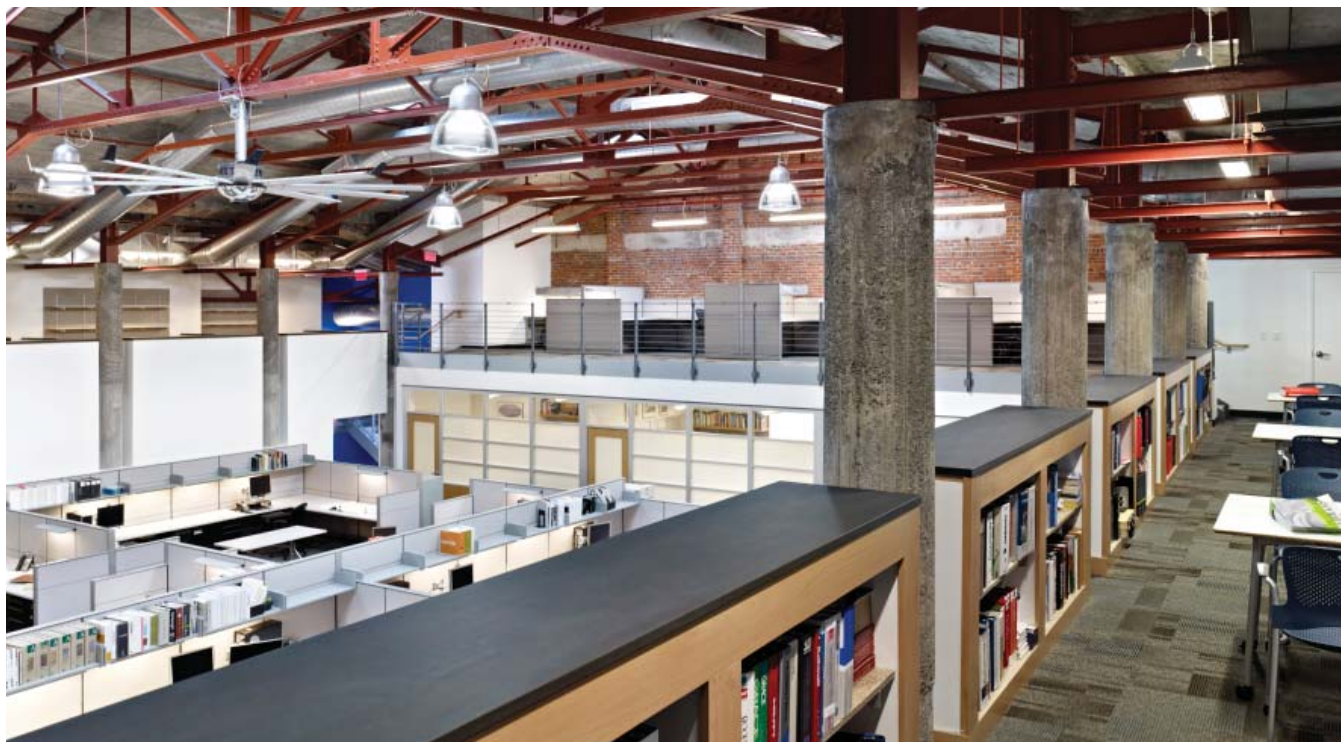


Open Work Area / Stair

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CLARKE CATON HINTZ OFFICES

Trenton, NJ



Open Work Area



Private Office

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Clarke Caton Hintz

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CLARKE CATON HINTZ OFFICES

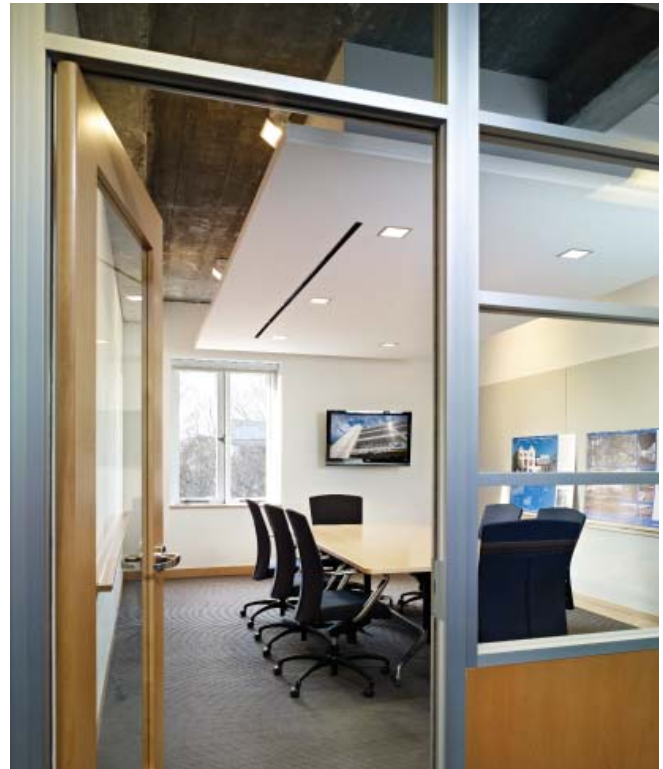
Trenton, NJ



Conference Room



Filing / Corridor



Work Room

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Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



FLEMINGTON BOROUGH MUNICIPAL BUILDING

Flemington, NJ

Program

Large meeting room for Borough Council
Courtroom, offices, and new police station

Client

Borough of Flemington

Cost

\$2 Million



Court Street Elevation



Site Plan

The Borough of Flemington is seeking to replace their ad hoc and outdated municipal building. Flemington is a historic district, comprised mainly of historic brick buildings and beautiful Victorian homes. To fit with the character of the Borough, the Municipal Building is carefully detailed brick, with a dramatic standing seam metal roof.

The building program includes a large Council Room/courtroom, government offices and a new police station. The Council Room is located directly off of the main public lobby, and has a dramatic, double height space befitting its civic purpose. The offices include the building department, tax assessor, utility clerk, deputy clerk and clerk. The police department is organized using a “central spine,” connecting police offices, operations control, squad room, and locker facilities.

ROBBINSVILLE TOWNSHIP POLICE AND COURTS

Robbinsville, NJ

Program

Design of new police and courts facility

Client

Township of Robbinsville

Cost

\$9 million



Elevation



Entry Detail

Embarking on the design and construction of a new municipal facility is a great opportunity to provide efficient public service in an environment that supports each department's needs. Currently, the Robbinsville Township's courts are in temporary facilities and its police facilities have long since been outgrown.

Clarke Caton Hintz prepared a feasibility study that investigated multiple concept options, including the expansion of the existing police facility, the renovation and expansion of the former municipal building and new construction. Clarke Caton Hintz helped the Township navigate through the design process to choose three schemes for further study. Each scheme provided distinct solutions which produce enduring architecture of civic dignity, function as intended and establish the budget and timeline of the project.

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TRENTON POLICE AND COURTS BUILDING

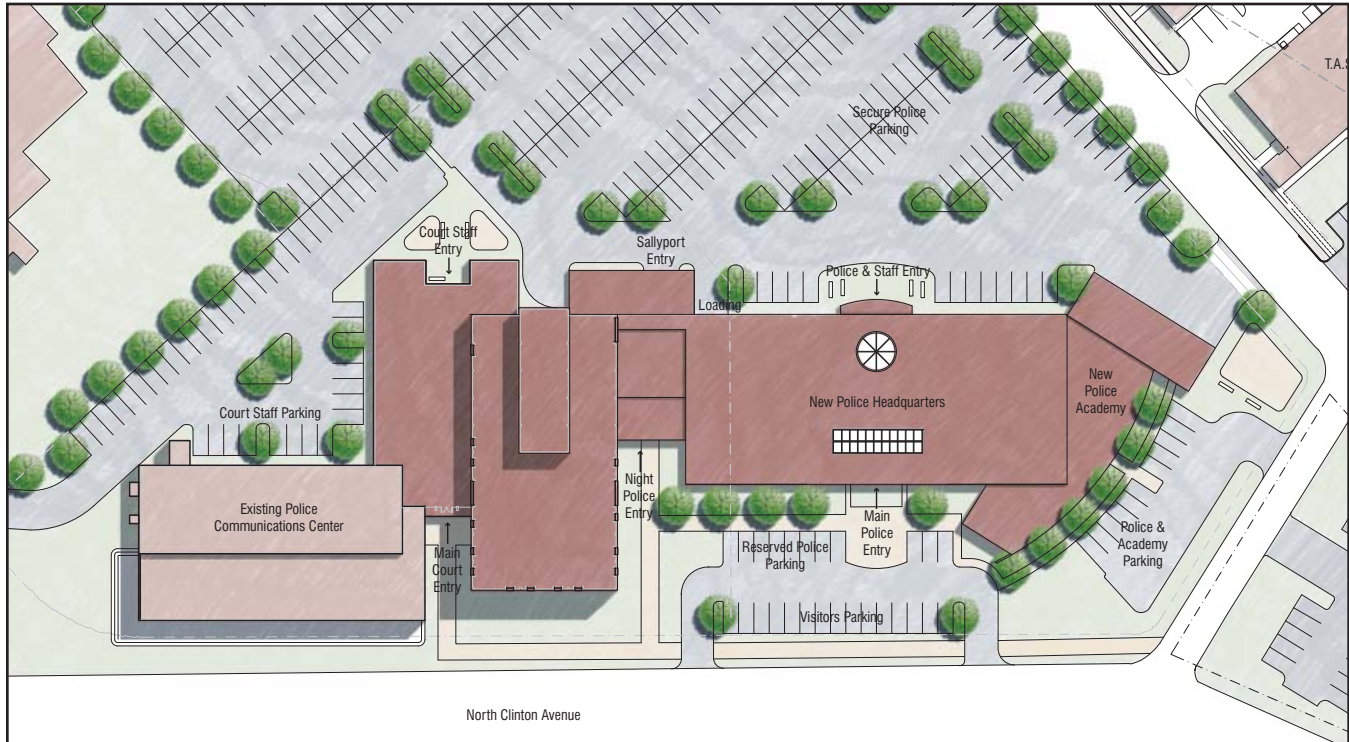
Trenton, NJ

Program

Condition Assessment and Conceptual
Building Expansion Study/ Master Plan

Client

City of Trenton



Proposed Master Plan



Existing Police & Courts Facility

Built in the early 1970's, the Trenton Police and Courts Building is now outdated and undersized. Clarke Caton Hintz was asked to assess the condition of the building and to develop recommendations for expanding and modernizing the facility.

A detailed survey and assessment report was completed. Extensive interviews with all departments were completed, including court staff, the patrol room, detectives, administration, communications, etc. Operations and functional adjacencies were analyzed and compared with other state-of-the-art facilities. Clarke Caton Hintz prepared a preliminary concept plan describing how the building could be expanded and renovated in phases with minimal negative impact on current operations while dramatically improving the facilities.

Attachment: Architect - Clarke Caton Hintz (2019-102 : Architect Appointment 2019)

HUNTERDON COUNTY ADMINISTRATION BUILDING

Flemington, NJ

Program

County Office Space
Freeholder Meeting Room

Client

County of Hunterdon

Cost

\$4.5 million



Exterior View from Parking Lot



Entry Detail

The staff of the County of Hunterdon had been housed in various locations in and around Flemington for many years. An increase in County population increased the demand for government services. Based on the Strategic Facility Plan (also by CCH) that provided a clear summary of present problems and specific future needs, the county embarked on the renovation of its 1965 Administration Building.

The renovation of the Hunterdon County Administration Building involved the demolition of the majority of the structure save for the existing beams, columns, floor plates and two existing exterior walls. Once cleared, the building was rebuilt to accommodate office space for various County departments, including

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

HUNTERDON COUNTY ADMINISTRATION BUILDING

Flemington, NJ

the Hunterdon County Board of Chosen Freeholders, County Administrator, Personnel, Finance, Purchasing and Information Technologies. The interior spaces also include a new Freeholder Meeting Room for large public meetings and a new cantilevered conference area. Other features include the construction of a new elevator and stair “link” connecting both the Administration Building and the adjacent Hall of Records, making both buildings handicapped accessible.



Entry Detail



Lobby

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

HUNTERDON COUNTY ADMINISTRATION BUILDING

Flemington, NJ



Freeholder Meeting Room



Dais

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



HISTORIC HUNTERDON COUNTY COURTHOUSE AND JAIL

Flemington, NJ

Program	Funding Source	Client	Cost
Interior Renovation of Courthouse and Former Jail Construction of new egress "link" between structures	NJ Historic Trust	Hunterdon County	\$4.3 million



View of Courtroom



Exterior from Main Street

The Historic Hunterdon County Courthouse was the sight of the famed "Lindbergh baby" kidnapping trial. The project included the interior restoration and reuse of this 1828 courthouse. Also included was the renovation of the historic Hunterdon County Jail and Warden's house. In the interstitial space between the structures, a new "link" was constructed to connect both buildings.

The first floor was renovated for office space while the second floor is home to the main courtroom, location of the famed 1938 trial. In the 1950's the courtroom underwent renovations removing many of the historic features of the room. Using photographs taken during the "Trial of the Century", the designs were able to replicate the former pressed tin ceiling and plaster medallion, the pressed tin walls, the historic lighting and the original furniture and dais.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

HISTORIC HUNTERDON COUNTY COURTHOUSE AND JAIL

Flemington, NJ

Both the interior and exterior of the former Hunterdon County Jail were renovated. The original cell block, located on the first and second floors, was restored for use as exhibit space. The remaining space within the building was renovated for use as office space, serving County organizations. The new “link” will serve to horizontally integrate and provide handicapped accessibility to both buildings.

Tourists, visitors and local school groups can tour the facility as it will serve as a living historical exhibit.



View of Cellblock Exhibit



Charles Lindbergh leaving the Courthouse



Exterior View of Link



Interior View of Link

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



HUNTERDON COUNTY HALL OF RECORDS

Flemington, NJ

Program

Exterior and interior renovation for use as office space and County records retention and retrieval

Client

County of Hunterdon

Cost

\$3.7 Million



View from Main Street



Historic Photo

As a result of a dramatic increase in population, the demand for government services has increased within the County of Hunterdon. The Hunterdon County Hall of Records was the last part of the County's Main Street Complex to be renovated in accordance with the facility master plan, also prepared by Clarke Caton Hintz. The Hunterdon County Hall of Records was erected in 1870. In 1928, the building was expanded to its current configuration.

The renovation occurred in two phases. The initial phase included immediate roof and cornice repairs necessary to stabilize the building. The final phase of the work entailed renovation of the remaining structure. This work included the complete upgrade of the mechanical, electrical and plumbing systems within the building. Existing interior spaces were renovation along with the exterior masonry roof and windows.

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture

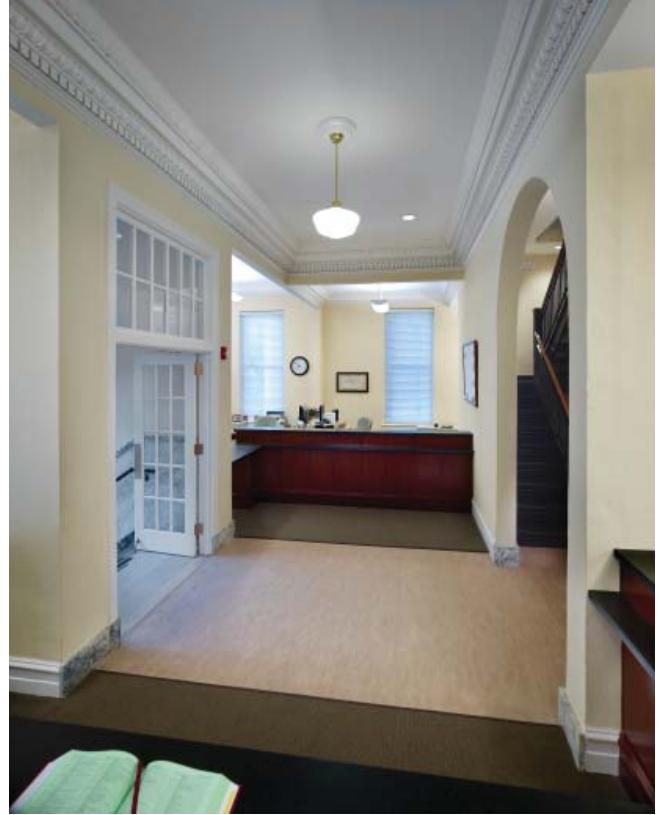


HUNTERDON COUNTY HALL OF RECORDS

Flemington, NJ



View of Main Entry



Main Lobby



Records Room



Records Room

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



MERCER COUNTY CIVIL COURTHOUSE

Trenton, NJ

Program

160,000 sf courthouse

Client

Mercer County Improvement
Authority

Cost

\$18.2 Million



Main Entrance



Entrance Detail

The Civil Courthouse is a 160,000 sf facility that contains 11 courtroom sets and brings together the Civil, Special Civil, Equity and Family Court functions. Design work on this project began with a careful site analysis which demonstrated that the building should use the intersection of South Broad and Livingston Streets as a focal point. By locating the entry at this intersection, the architects provided the best possible pedestrian connection to the existing criminal courts and gave the building a strong urban design idea. The entry door is marked with free standing classical columns and a pediment which are the traditional symbol of courthouses in our society. The facade design is meant to recall 19th century civil buildings while at the same time being an expression of more

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

MERCER COUNTY CIVIL COURTHOUSE

Trenton, NJ

contemporary design ideas. The public enters under the pediment into a two story lobby space which provides access to the public elevators and public circulation corridors. All the spaces which the public needs access to - courtrooms, conference spaces and office reception areas - are located off the public corridors. Judges and court employees circulate through a separate secure corridor which has its own elevator and toilet core.



Lobby



Lobby



Hallway



Courtroom

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



LAWRENCE TOWNSHIP SENIOR CENTER

Lawrenceville, NJ

Program

Renovation and Addition

Client

Township of Lawrence

Cost

\$275,000



Exterior Photo



Game Room

The Lawrence Township Senior Center was constructed in the late 1980's to serve an expanding senior population. Since that time, the senior population has continued to grow and their interests and hobbies have changed. Clarke Caton Hintz was retained to upgrade and expand the existing facility to meet the current needs of the township's seniors.

A new game room addition allowed the existing game room to be converted to a much needed multi-purpose space. Alterations included changing the infrequently used sewing room to a modern computer lab. The existing art room was reconfigured to a more efficient layout.

The building exterior was completely rehabilitated and all roof areas were removed, repaired and replaced.

Attachment: Architect - Clarke Caton Hintz (2019-102 : Architect Appointment 2019)

LAWRENCE TOWNSHIP SENIOR CENTER

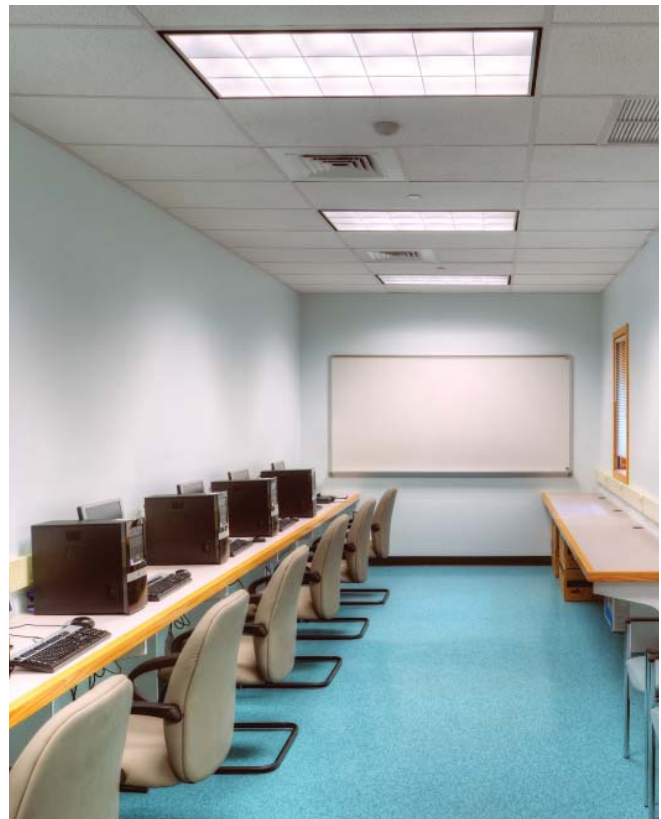
Lawrenceville, NJ



Meeting Room



Entry Hallway



Computer Lab

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



GARRETSON FORGE AND FARM

Fairlawn, NJ

Program

Restoration of 18th Century Dutch
Farmstead

Client

County of Bergen

Cost

\$500,000



Main House



Main House (circa 1890)

Garretson Forge and Farm is an historic site comprised of a pre-Revolutionary War sandstone house, a mid-Nineteenth century carriage house and numerous out buildings. The site is a living Dutch Farm museum and is listed on the National and New Jersey Register of Historic Places. Due to the amount of archeological artifacts found on site, many believe this was originally a Native American Indian encampment, later serving as the extensive Garretson Family Farmstead.

The restoration work included exterior and interior improvements to the Main House. These improvements included masonry cleaning/repainting, fire system upgrades and interior structural stabilization. Site improvements included new signage, a handicapped accessible parking lot and pathways, and foundation repairs, siding replacement and re-painting at the outbuildings.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

GARRETSON FORGE AND FARM

Fairlawn, NJ



View from Entrance Drive of Carriage House/Barns



Gift Shop



Exhibit Space



Exhibit Space

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



HARTLEY DODGE MEMORIAL - EXTERIOR RENOVATIONS

Madison, NJ

Program

Exterior Renovations to Front Plaza

Client

Borough of Madison

Cost

\$600,000



Front Entrance



Aerial

Built in 1933 and dedicated in 1935, the Hartley Dodge Memorial has served as the Borough Hall for more than 80 years, and it formerly housed the Police and Fire Departments.

The intention of this project is to complete the restoration and repair of the front plaza, steps and site walls, and to rehabilitate the currently vacant East Wing for use by the Madison Historical Society as display, storage, office and work space. This work will complete Madison Borough's long-term historic preservation project, repairing damage to the exterior spaces and providing much-needed facilities for the Historical Society to house their extensive collections relating to the history of Madison and the region. On the exterior, the Borough also seeks to improve drainage and access to the building.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

HOBOKEN PUBLIC LIBRARY

Hoboken, NJ

Program

Master Plan for Capital Improvements of Historic Library

Client

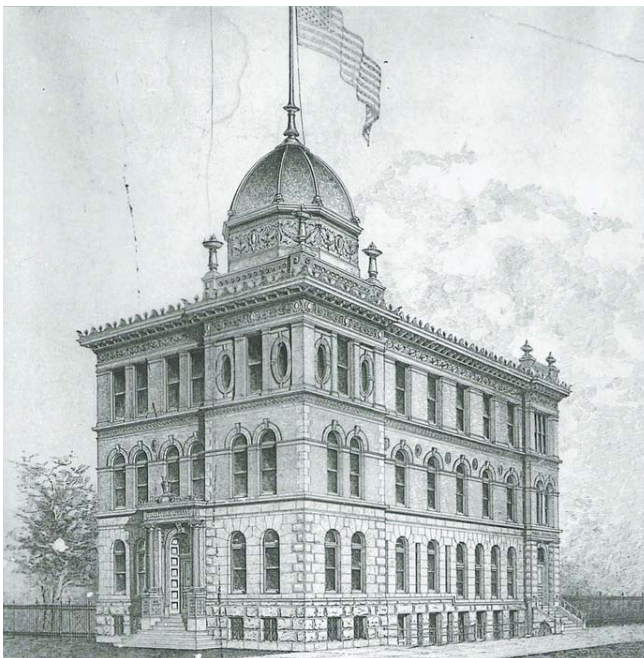
Hoboken Public Library

Cost

\$7.1 Million



View from Street (Existing Conditions)



Historic Exterior Photo

The Hoboken Public Library has served this dense city since its completion in 1897. Sitting at a prominent downtown location, it has an impressive Italian Renaissance facade of limestone, brick and terra cotta with copper detailing, and an ornate interior.

Years of underfunding led to deferred maintenance, worn finishes and failing systems. CCH worked closely with the Board of Trustees to develop a “Capital Master Plan” that acts as a road map, assisting with fundraising and identifying a three phase plan to completely rehabilitate, restore and upgrade the Library, making this historic structure beautifully effective for the needs of Hoboken’s residents.

CCH is now completing plans for the first phase restoration of the third floor, including the Children’s Library, and the replacement of the HVAC system in the entire building.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

JOHNSON & JOHNSON CONSUMER PRODUCT DIVISION

Skillman, NJ

Program

100,000 sf Tenant Fit-Out

Client

Johnson & Johnson

Cost

\$2.5 million



Reception Area



Private Office

As part of our ongoing interior design services for 23 Orchard Road, CCH designed the new offices for Johnson & Johnson's 350 Consumer Products Division. The primarily open plan satisfied the client's new work plan strategy of less private offices, more huddle spaces and hoteling areas for employees who are infrequently in the office.

Multiple "green" design strategies were utilized. They include reclaimed demountable partitions, efficient lighting, motion sensors and zero VOC paint.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

JOHNSON & JOHNSON CONSUMER PRODUCT DIVISION

Skillman, NJ



Office Space



Interior Breakout Space

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



PRINCETON SOUTH CORPORATE CENTER - BOVIS LEND LEASE

Ewing, NJ

Program

10,000 sf tenant fit-out

Client

Bovis Lend Lease

Cost

\$500,000



Reception Area



Work Area

Bovis Lend Lease, had a corporate mandate to move to a building that could achieve LEED Certification. CCH assisted the building owners and Bovis and determined after reviewing the checklist that LEED CI was achievable at Princeton South Corporate Center in Ewing, NJ. An open floor plan with no private offices was utilized. Small huddle rooms were provided for staff for informal meeting and a place to make private phone calls. Bold colors and innovative building materials were used throughout the space.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

PRINCETON SOUTH CORPORATE CENTER - BOVIS LEND LEASE

Ewing, NJ



Conference Room



Breakout Conference Rooms

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



LYCEUM HALL*Burlington, NJ***Program**

Exterior Renovation

Client

City of Burlington

Cost

\$320,000



View from High Street



North Elevation

Lyceum Hall was built in 1839 to serve the public as a lecture hall, theatre, and community center. A significant renovation in 1910 gave the building its current Neoclassical Revival exterior architectural style.

Clarke Caton Hintz designed the exterior restoration of Lyceum Hall. The stucco, original wood windows, cornice and decorative wood trim were all repaired and repainted. The building also received new roofing, flashing, and built-in gutters. Exterior doors were replaced in kind, and new door overhangs were constructed using an existing overhang as the basis of design.

Lyceum Hall is listed on both the National and New Jersey Registers of Historic Places as a contributing building to the High Street Historic District.

NEW JERSEY REALTORS

Trenton, NJ

Program

New 22,000 sf Corporate Headquarters

Client

New Jersey Realtors

Cost

\$8.5 Million



View from South Broad Street



Lobby

The new headquarters for New Jersey Realtors is a three-story building comprised of the new headquarters for NJR and leasable tenant space. The program includes offices for current staff, as well as offices for growth and space for the Leadership Team and guests. Breakout Meeting Rooms as well as a large Conference Room that can accommodate fifty people are being provided adjacent to a third floor outdoor observation deck for larger events. Production studio space for webinars is also being provided. In addition to the building shell and core, CCH was responsible for the interior office design for New Jersey Realtor's inclusive of the selection of all finishes as well as the office furniture. CCH worked with a local artist to commission photography for the space.

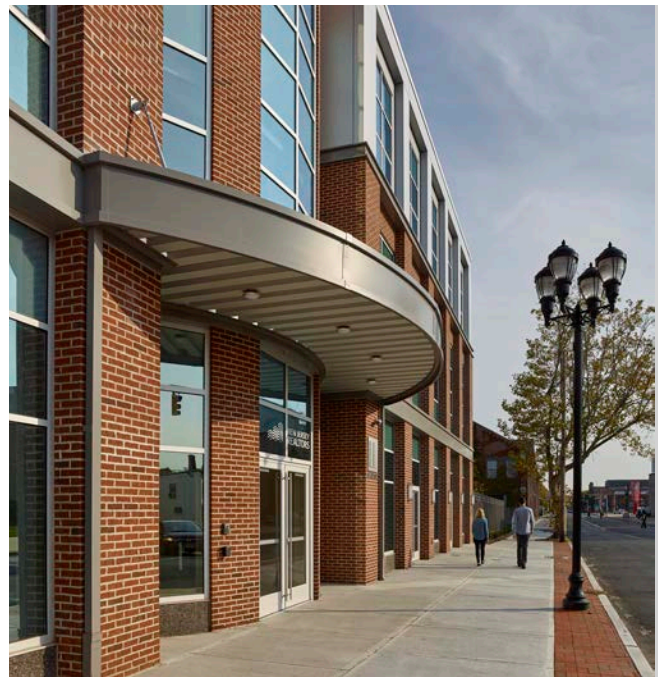
Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

NEW JERSEY REALTORS

Trenton, NJ



View along Hamilton Avenue



View along Hamilton Avenue



View from Parking Lot

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



NEW JERSEY REALTORS

Trenton, NJ



Rear Entrance



Courtyard



Terrace



Multipurpose Room

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



NEW JERSEY REALTORS

Trenton, NJ



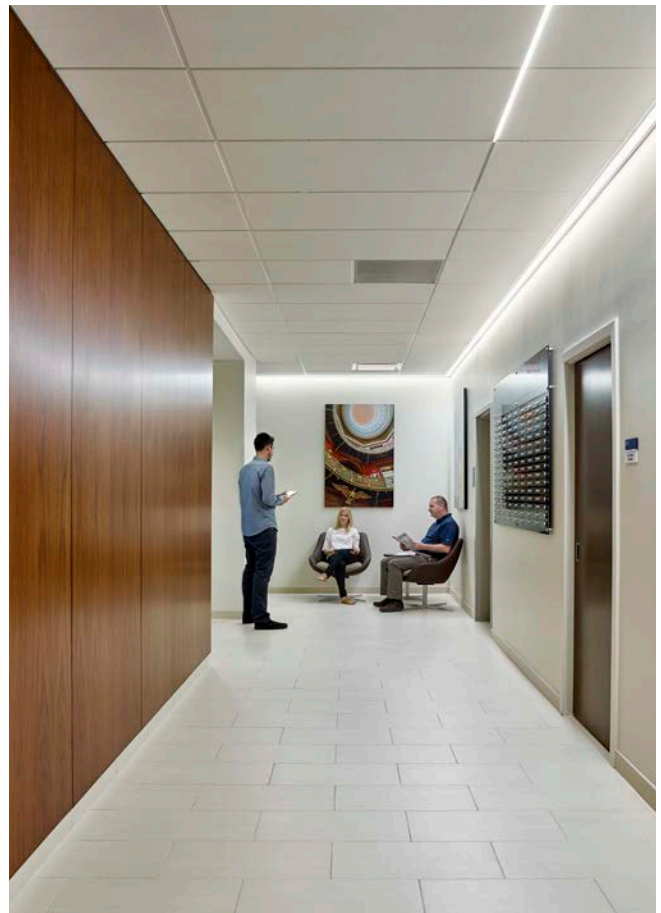
ConferenceRoom



Collaboration Area



Office



Corridor

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



NEW JERSEY BUSINESS AND INDUSTRY ASSOCIATION CORPORATE HEADQUARTERS

Trenton, NJ

Program

New 26,000 sf Corporate
Headquarters

Client

New Jersey Business &
Industry Association

Cost

\$8 million



Building Exterior



Main Reception Desk

The NJBIA Office building is a newly constructed headquarters building for the New Jersey Business and Industry Association located just blocks from their former headquarters in downtown Trenton. The first floor of the 4-story structure houses a large multi-purpose room for presentations, meetings, and receptions, while the floors above house a large open office area surrounded by private offices. The limestone and brick façade compliments the existing brick structures that line West Lafayette Street. Conference rooms on the second through fourth floors are partially enclosed by a protruding curtainwall providing the client with ample light and views of the city.

NEW JERSEY BUSINESS AND INDUSTRY ASSOCIATION CORPORATE HEADQUARTERS

Trenton, NJ



3rd Floor Conference Room



Office

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Canton Hintz

Architecture | Planning | Landscape Architecture



SOUTH BROAD STREET FIREHOUSE

Trenton, NJ

Program

Two bay addition to historic
18,000 sf fire house

Client

Trenton Fire Department

Cost

\$650,000



View Along South Broad Street



View along South Broad Street (before)

This project involved the expansion and renovation of a historic two bay firehouse. The existing firehouse was a late nineteenth century masonry building faced with fine quality brick and stone. The firm's goal was to produce an addition which would be compatible with the original building while staying within a limited construction budget. The solution was to use the design features of the historic facade, i.e. arched windows and bay doors, as the basis for the new design.

The program required the expansion of an existing facility to include a Ladder Comp. #2 and Engine Comp. #3. To accommodate the increase in staff, the work also included renovation and expansion of the dormitory facilities. All of the building's electric and mechanical systems were replaced as part of the project.

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

SOUTH BROAD STREET FIREHOUSE

Trenton, NJ



Concept Rendering



Main Elevation



Facade Detail



View of Bays / Watch

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



SECTION 3: RESUMES



JOHN D. S. HATCH, FAIA, LEED AP

Principal

In his 30 years with Clarke Caton Hintz, John Hatch has managed the design of an array of architecturally significant buildings. These include the George A. Pruitt Hall for Thomas Edison State University, the restoration of Morven, the former governor's mansion in Princeton, the Roebling Complex Re-development, and the restoration of the Hunterdon County Courthouse. He has managed a large number of school projects and studies, College and University projects, senior citizen housing and multi-housing projects, the Somerset Ballpark, and major commercial and civic projects. All of his projects address issues of context, civic life and sustainability. In addition to his design work, John has written and lectured about such topics as historic preservation, sustainability and urban redevelopment.

EDUCATION

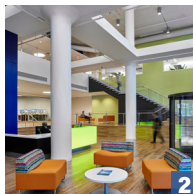
- University of Pennsylvania**
Certificate in Historic Preservation
- University of Virginia**
Master of Architecture
- Istituto Universitario d'Architettura**
Venice, Italy ; UVA Venice Program
- Princeton University**
Bachelor of Arts

PROFESSIONAL LICENSES

- Registered Architect**
*Delaware
New Jersey
Pennsylvania*
- Member, College of Fellows**
American Institute of Architects
- LEED Accredited Professional**
USGBC

PROFESSIONAL ACTIVITIES

- Trenton Landmarks Commission**
1989-Present; Chair, 1992-1995
- Passage Theatre**
1990-Present; Chair, 1997-1998, 2005-2013
- Preservation New Jersey**
*Board of Trustees, 2003-2013
President 2008-2009*
- New Jersey Historic Trust**
Board of Trustees, 2003-2015
- Princeton Area Community Foundation**
Board of Trustees



PROFESSIONAL EXPERIENCE

NJ City University School of Business (2)
Jersey City, NJ

Princeton University 200 Elm Drive
Princeton, NJ

NJ Realtors Corporate Headquarters
Trenton, NJ

Cracker Factory/Everett Corner (1)
Trenton, NJ

Rutgers University Tillett Hall
Piscataway, NJ

Webb Memorial Chapel
Madison, NJ

Port Colden United Methodist Church
Port Colden, NJ

Thomas Edison State University George A. Pruitt Hall (Nursing Center)
Trenton, NJ

Thomas Edison State University Master Plan
Trenton, NJ

Trenton Animal Shelter
Trenton, NJ

Roebling Mansion Restoration
Trenton, NJ

Golden Swan
Trenton, NJ

CWA South Warren Street Office Building
Trenton, NJ

Mercer County Community College Master Plan & Trenton Hall
West Windsor & Trenton, NJ

Princeton University Tower Club
Princeton, NJ

The Hun School of Princeton Buck Building: Renovation and Expansion of the Middle School
Princeton, NJ

Historic Morven
Princeton, NJ

TD Bank Baseball Stadium
Bridgewater, NJ

Roebling Complex
Trenton, NJ

Mill Hill Historic District
Trenton, NJ

Historic Hunterdon County Courthouse
Flemington, NJ

Trenton Makes Arts Complex, Conduit Music Club
Trenton, NJ

New Jersey City University Facilities Master Plan
Jersey City, NJ

Trenton Public Schools Long Range Facilities Plan
Trenton, NJ



MICHAEL NELSON, AIA, LEED AP BD+C

Senior Associate

Michael Nelson brings to the firm a comprehensive background in commercial, residential, adaptive reuse and graphic design. As a member of Clarke Caton Hintz, Mr. Nelson has lead and been a part of design teams working on a broad range of mixed-use, education, parks, recreation, sport facilities and parking structures. These include the Mixed-Use Redevelopment Transit hub in Rahway New Jersey, the municipal, public safety and sports facility in Yonkers, New York, the renovation and addition to the Robert J. Collins Arena at Brookdale Community College and the parks, recreation, and auto parking facilities for the New York Yankee Stadium in the Bronx.

EDUCATION

New Jersey Institute of Technology
Bachelor of Architecture

PROFESSIONAL LICENSES

Registered Architect
State of New Jersey

Certificate - National Council of Architectural
Registration Board

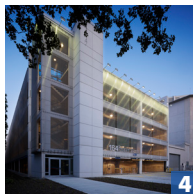
PROFESSIONAL ACTIVITIES

Member, American Institute of Architects

Member, National Council of Architectural
Registration Boards

LEED Accredited Professional Building Design &
Construction
USGBC

Adjunct Professor Brookdale Community College
School of Architecture



PROFESSIONAL EXPERIENCE

Brookdale Community College (1)
Collins Arena and Campus Fitness Center
Lincroft, NJ

Montclair State University Partridge Hall
Upper Montclair, NJ

Montclair State University Mallory Hall
Upper Montclair, NJ

Montclair State University
Life Hall Dance Studio
Upper Montclair, NJ

Metro-North Railroad - North White Plains
Parking Garage
North White Plains, NY (2)

Kean University East Campus Clinic
Union, NJ

Princeton University 1895 Softball Field
Princeton, NJ

Mercer County Community College Master
Planning and On-Call Architectural Services
to 2 Campus
West Windsor & Trenton, NJ

Mercer County Community College Trenton
Hall Annex (3)
Trenton, NJ

Yankee Stadium 164th Street Garage
Bronx, NY (4)

Yankee Stadium Ruppert Plaza Garage
Bronx, NY

Yankee Stadium 161st Street Garage
Bronx, NY

Lincoln Village
Asbury Park, NJ

Rahway II, The Westbury
Rahway, NJ

TBTA Central Maintenance North Facility -
Randall's Island
New York, NY

New Jersey Association of Realtors
Trenton, NJ

Roebbling Lofts
Trenton, NJ

Roebbling Block 3
Trenton, NJ

Franklin L. Williams Middle School
Jersey City, NJ

Asbury Park Convention Hall
Asbury Park, NJ

Arm & Hammer Park
Trenton, NJ

Government Center Parking Garage
Yonkers, NY

Cacace Justice Center Parking Garage
Yonkers, NY

Yonkers Riverpark Ballpark
Yonkers, NY



MATTHEW MULKEEN, AIA

Project Architect

EDUCATION

New Jersey Institute of Technology
Bachelor of Architecture, 2009

**Denmark International School,
Copenhagen, Denmark**
International Study, 2007

PROFESSIONAL LICENSES

Registered Architect
New Jersey
New York

PROFESSIONAL ACTIVITIES

Member, American Institute of Architects

With over seven years of experience in educational and commercial project types, Matthew Mulkeen has completed projects on both coasts and internationally. These projects have ranged in size from 500 sf screening pavilions to multi-acre site developments for new school campuses and government office parks. Working as a project leader, he has extensive experience helping to provide clarity and form to a client's vision, while managing large teams of consultants and engineers. Matthew's ability to refine conceptual ideas throughout a project's design, detailing and construction, helps ensure its overall success by achieving goals, while maintaining constructability and project schedules.

PROFESSIONAL EXPERIENCE

**Milton Hershey School New Safety/
Security Facility (1)**
Hershey, PA

**William Paterson University - New Student
Housing**
Wayne, NJ

East Orange Municipal Complex (2)
East Orange, NJ

PRIOR EXPERIENCE

Pacific Collegiate School (3)
Santa Cruz, CA

US Consulate Minsk Entry Pavilion
Minsk, Belarus

The Primary School
East Palo Alto, CA

**US Embassy Feasibility Study & Historic
Preservation Report**
Athens, Greece

The Speyer Legacy School
New York, NY

**Children's Hospital of New York-
Presbyterian Pediatric Emergency
Department**
New York, NY

US Embassy Compound Jakarta
Jakarta, Indonesia

US Consulate General Entry Pavilion
Amsterdam, The Netherlands (4)

Eagle Academy School for Young Men
Bronx, NY

**Cornell University Energy Recovery Linear
Accelerator**
Ithaca, NY



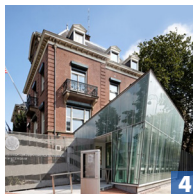
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3



4



TARYN DE LOS REYES

Interior Designer

As a recent member to the Clarke Caton Hintz team, Ms. de los Reyes is responsible for all phases of interior architecture and design including facilities programming, conceptual design, design development, contract documents, construction administration and move planning. She is an Interior Designer, with over 10 years of industry experience and a proven track record of creating functional, award-winning offices, commercial spaces and contract interiors. She provides exceptional client care to establish planning goals and objectives directly resulting in creative, strategic design solutions with end-user satisfaction.

Ms. de los Reyes is adept in interacting with cross-functional teams to originate design concepts, develop space plan solutions and generate project design drawings. She is a knowledgeable leader with vast project range, continually up to date on trends, products and design strategy.

EDUCATION

Brookdale Community College
Associate in Applied Science, Interior Design (2006)
Associate in Arts, Liberal Arts (2003)

CADD - Computer Aided Drafting and Design
Academic Certificate of Achievement

Robotech CAD Solutions
Autodesk Certified Software Training in
AutoCAD, Revit Architecture and 3-D Studio Max (2017-2018)

**National Council for Interior Design Qualification
(NCIDQ) Candidate**
Projected Completion Fall 2018

PROFESSIONAL ACTIVITIES

American Society for Interior Designers (ASID)
Allied Member, 2005 - 2015; Program Committee Member, 2013-
2014; Professional Continuing Education Units (CEU) Committee
Chairperson 2013-2014

**Member, New Jersey Coalition for Interior Design
Legislation (NJCIDL)**

Member, LMNOP, Benefit Committee

PROFESSIONAL EXPERIENCE

**William Paterson University New Residence
Hall**
Wayne, NJ

**William Paterson University - University
Commons Interior Renovations**
Wayne, NJ

**Mercer County Community College The John
P. Hanley Student Center, Student One-Stop**
Trenton, NJ

PRIOR EXPERIENCE

**St. Luke's University Medical Center - Acute
Care Hospital (1)**
Stroudsburg, PA

Healthquest - Fitness and Wellness Center
Flemington, NJ

The Ivy at Shrewsbury Sales Office
Shrewsbury, NJ
ThorLabs
Various Locations, VA, MD, NJ, Canada & UK

**Westfield 41 (Multi-Family Housing
Development) (2)**
Royersford, PA

Synchronoss Technologies
Bridgewater, NJ

**Roszel Road - Class A Building Common
Area**
Princeton, NJ

**Richmond County Country Club - Hospitality
Banquet Hall Addition (3)**
Staten Island, NY

Touch Dynamics
South Plainfield, NJ

**The Station at Lyndhurst (Multi-Family
Housing Development)**
Lyndhurst, NJ

**333 Central (Multi-Family Housing
Development)**
Westfield, NJ

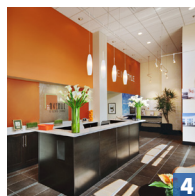
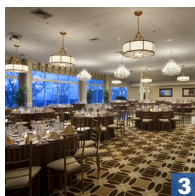
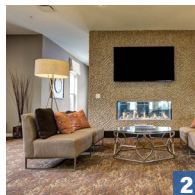
**NJCU University Place (Multi-Family
Housing Development)**
Jersey City, NJ

**The Avenue at South Orange
- Sales Office (4)**
South Orange, NJ

Hillview Clubhouse
Coatesville, PA

Heritage at Piscataway Sales Office
Piscataway, NJ

The Views at Beachfront North Sales Office
Long Branch, NJ



SECTION 4: SAMPLE CONTRACT

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

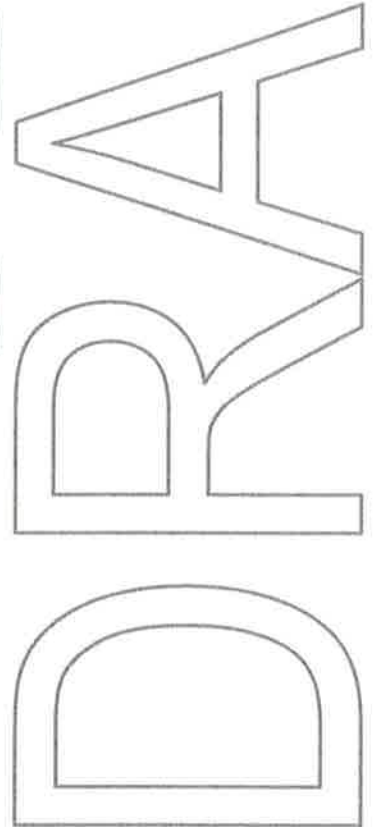
BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

and the Architect:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)



§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:



§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ■ (\$ ■) for each occurrence and ■ (\$ ■) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ■ (\$ ■) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	

§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ☐ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ☐ visits to the site by the Architect during construction
- .3 ☐ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ☐ inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion

of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

☐ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of \$ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of \$ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

SECTION 5:

HOURLY RATES & FORMS

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

CLARKE CATON HINTZ
2019 Professional Architectural Hourly Rates

Partner	\$220.00
Associate Partner	\$185.00
Senior Associate/Director	\$160.00
Associate/Project Manager	\$145.00
Interior Designer	\$130.00
Project Architect/Coordinator	\$120.00
Staff (3.1 x direct salary – not to exceed \$110/hr)	\$85 to \$110.00

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP

Emeriti

John Clarke, FAIA
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

CITY OF ASBURY PARK**AFFIDAVIT OF GOOD STANDING****Title of Proposal:** City Architect**Name of Contractor:** Clarke Caton Hintz, PC

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

This is to certify that neither individuals of the firm nor the firm itself have any ethics violations against them.

I hereby further certify that neither individuals of the firm nor the firm itself are suspended, debarred or otherwise prohibited from professional practice by any federal, state or local agency.

I hereby further certify the firm is not now nor has been involved in any bankruptcy proceedings in the last 10 years.

I hereby further certify that there are no judgments nor have been within the last three years in which the firm has been adjudicated liable for professional malpractice.

Signed: _____



John D. S. Hatch, FAIA, LEED AP, Principal

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slauch, AICP

Michael Sullivan, AICP

Name of Firm: Clarke Caton Hintz, PC**Address of Firm:**100 Barrack StreetTrenton, NJ 08608*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA

Date: December 21, 2018

Attachment: Architect - Clarke Caton Hintz (2019-102 : Architect Appointment 2019)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq) and (N.J.A.C. 17:27 et seq)

GOODS, SERVICES AND GENERAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq, as amended and supplemented from time to time, and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at (NJAC 17:27).**

Signed. 
John D. S. Hatch, FAIA, LEED AP, Principal

Name of Firm: Clarke Caton Hintz, PC

Address of Firm:
100 Barrack Street
Trenton, NJ 08608

Date: December 21, 2018

Certification 30171

CERTIFICATE OF EMPLOYEE INFORMATION REPORT**RENEWAL**

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

15-FEB-2013 to 15-FEB-2020

**CLARKE CATON HINTZ
100 BARRACK STREET
TRENTON**

NJ 08608



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff", is written over the seal of the State Treasurer.

Andrew P. Sidamon-Eristoff
State Treasurer

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

01/05/10

Taxpayer Identification# **222-779-153/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CLARKE CATON HINTZ, A PROFESSIONAL CORPO

TRADE NAME:

ADDRESS:

**100 BARRACK STREET 3RD FL
TRENTON NJ 08608**

SEQUENCE NUMBER:

0105471

EFFECTIVE DATE:

10/18/01

ISSUANCE DATE:

01/05/10


Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) D205840V

Attachment: Architect - Clarke Canton Hintz (2019-102 : Architect Appointment 2019)

Response to Request for Qualifications

CITY OF ASBURY PARK

ALL ARCHITECTURAL SERVICES



Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

submitted by **DMR Architects** | 777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ 07604

201-288-2600 P 201-288-2662 F
Asbury Park RFQ • D **Packet Pg. 243**



ARCHITECTURE
PLANNING
ENGINEERING
INTERIORS
CONSULTING

3.H.11.b

December 27, 2018

Tracy Lizardi
Purchasing Agent
Municipal Plaza
Asbury Park, NJ 07712

**RE: Response to Request for Qualifications
2019 Pool of Architects**

Dear Ms. Lizardi:

DMR is pleased to provide this proposal response to the City of Asbury Park in response to your need for professional architectural services. Attached please find our qualifications which we believe you will find more than adequate to fulfill any projects that may be required under this contract.

Located in Hasbrouck Heights, DMR is in its 27th year of providing professional architectural services throughout the State of New Jersey. With a staff of over 40, we specialize in the design and construction of public and private facilities. DMR has extensive experience in the planning, programming, design and construction of a myriad of projects including renovations, additions and new construction in the public sector. As DMR has served the public sector for 27 years, we recognize the public sector's need to maintain, upgrade and enhance municipal facilities to serve the diverse population.

DMR's public work experience throughout the State of New Jersey includes projects of all sizes and scopes. Some of our public experience includes the new Bergen County Public Safety Operations Center; the conversion and renovation of a 340,000 square foot former pharmaceutical building into the administrative headquarters for Hudson County; the renovation of an existing vacant wing of a high school into a Senior Citizen Center for the Township of Willingboro; and a renovation/addition to the Trailside Nature and Science Center for the County of Union.

We look forward to the opportunity to work with the City Of Asbury Park and the chance to provide quality architectural services that benefit your community.

Please contact me should you require additional information.

Sincerely,

Lloyd A. Rosenberg, AIA
President and CEO

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

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ARCHITECTURAL SERVICES

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CITY OF ASBURY PARK
ARCHITECTURAL SERVICES

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

SECTION 1

Firm Overview





FIRM OVERVIEW

DMR Architects, P.C.

777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ 07604

201-288-2600 P 201-288-2662 F

Contact: Lloyd A. Rosenberg, AIA, President & CEO, lloyd@dmrarchitects.com

FIRM OVERVIEW

DMR Architects, P.C., is committed to redeveloping and revitalizing communities. For 27 years, DMR has built its reputation as a premier full-service architectural, planning and urban design firm dedicated to progressive, innovative and sustainable, high-quality design. DMR specializes in a diverse range of project types and services, including architecture, urban planning, landscape architecture, sustainable design, interiors and construction administration for all market sectors.

Founded in 1991 under the leadership of Lloyd A. Rosenberg, DMR has grown from a three-person operation into a 40-member team of distinguished professionals who have completed projects around the world. With more than 55 years of experience as an architect, planner and business manager, Lloyd continues to lead the firm along with the support of his five partners.

UNDERSTANDING OF YOUR NEEDS & SUBJECT MATTER

As DMR has served the public sector for more than 27 years, we are familiar with the processes of municipal and county work, and have a thorough understanding of the needs of our clients to upgrade and maintain facilities, while remaining fiscally conservative. DMR has provided professional services within the County of Monmouth and the surrounding area for our entire history. We believe we have the local knowledge necessary to provide quality services to the City of Asbury Park under this contact.

QUALIFICATIONS AND AVAILABILITY OF STAFF, SUPPORT STAFF & EQUIPMENT

As a premier architectural and planning firm in the New York metropolitan area, DMR has assembled an experienced team of seasoned professionals. The firm includes licensed professionals in architecture, landscape architecture, interior design and professional planning, in addition to Leadership in Energy and Environmental Design (LEED) accredited professionals. More than half of our staff members have one or more of these certifications. License numbers for our proposed professionals specific to this solicitation are included on the resumes in Section 2.

In addition to access to the latest technologies and equipment, these professionals are well supported and backed by a staff of junior architects and designers, CAD technicians, support personnel and in-house general counsel. The knowledge and capacity of our staff ensures that we have the resources and personnel available to provide quality and timely services to the Township of Monroe. We will be able to attend all meetings required by the City.

OVERVIEW OF EXPERIENCE

Throughout the years, DMR has been retained by many municipalities, counties and the State of New Jersey, as well as numerous state agencies and departments. Through these contracts, DMR has designed and overseen the renovation, rehabilitation or construction of just about every type of municipal building, including but not limited to: courts, administrative offices, fire houses, DPW facilities, libraries, police stations, community and recreational centers, parks, schools and Housing Authority owned buildings.

Projects performed on behalf of these public entities have ranged from small projects, such as a new roof, to very large and complex projects, such a 340,000 square foot renovation of a former office/research building into County offices in Hudson County. In working with these public entities, DMR has gained extensive experience in providing submittals and applications to the



FIRM OVERVIEW

DCA, DOT, DEP, etc. In addition, these projects have required familiarity with current N.J. Statutes governing bidding and construction projects for municipal facilities.

DMR continues to provide a full range of architectural, planning and landscape architectural services from feasibility and planning through construction administration. While the firm has won numerous design awards and remains active in architectural organizations to stay up-to-date on the latest knowledge within the industry, DMR's greatest strength is a proven track record of hundreds of successful projects completed throughout our history. We strive to continue this well-earned reputation into the future by dedicating ourselves to designing spaces that truly reflect the relationship between a building's use and its occupants and the form and function of their environments.

WORKLOAD OF THE FIRM & DELIVERY OF SERVICES

While DMR remains busy with active projects across numerous market sectors, we have the capacity necessary to provide quality services to the City Of Asbury Park . Our current and projected workload will allow us to begin work immediately on any project assigned under this contract.

With a staff of 40, DMR is a strong team of seasoned and eager professionals. DMR prides itself on having a firm big enough to complete many projects on schedule, yet small enough that each project has partner-level attention.

Experienced and talented designers are dedicated to each project we undertake, providing a seamless team to address our client's architectural needs. DMR has developed a comprehensive, streamlined approach to controlling the project schedule and construction budget. Our project manager is the single point of contact for the client and is responsible for keeping the project on schedule. Our experienced architects and engineers have developed and maintained ongoing relationships with contractors, code officials and approval agencies in New Jersey that allow us to anticipate milestone dates and review periods required by approval agencies. With an extensive staff in-house, and an external staff of sub consultants, DMR has the manpower and flexibility to absorb schedule changes, if and when they should happen.



ADMINISTRATIVE INFORMATION REQUIREMENTS

1. Executive Summary

DMR Architects, P.C., is committed to redeveloping and revitalizing communities. For 27 years, DMR has built its reputation as a premier full-service architectural, planning and urban design firm dedicated to progressive, innovative and sustainable, high-quality design. DMR specializes in a diverse range of project types and services, including architecture, urban planning, landscape architecture, sustainable design, interiors and construction administration for all market sectors.

Founded in 1991 under the leadership of Lloyd A. Rosenberg, DMR has grown from a three-person operation into a 40-member team of distinguished professionals who have completed projects around the world. With more than 55 years of experience as an architect, planner and business manager, Lloyd continues to lead the firm along with the support of his five partners.

As a premier architectural and planning firm in the New York metropolitan area, DMR has assembled a team of seasoned professionals who create facilities that are architecturally significant, aesthetically pleasing and fiscally responsible. DMR's staff includes licensed professionals in architecture, landscape architecture, interior design, professional planning and LEED (Leadership in Energy and Environmental Design). License numbers for these professionals are provided on the resumes included in Section 2. These professionals are well supported and backed-up by a staff of architects, CAD technicians and administrative personnel. We are confident our staff can provide quality and timely services under this contract.

Throughout the years, DMR has been retained by many housing authorities, municipalities, cities, counties and the State of New Jersey, as well as numerous county and state agencies and departments. Through these contracts, DMR has designed and overseen the renovation, rehabilitation or construction of just about every type of public building, including but not limited to: courts, administrative offices, fire houses, DPW facilities, libraries, police stations, community and recreational centers, housing authority buildings, parks and schools. Please refer to Section 3 for additional information on our specific experience related to this contract.

Now in our 27th year, we remain active in local and international markets and well diversified, while continuing to provide a full range of architectural, planning and landscape architectural services from feasibility and planning through construction administration. While the firm has won numerous design awards and remains active in architectural organizations to stay up-to-date on the latest knowledge within the industry, DMR's greatest strength is a proven track record of hundreds of successful projects completed throughout our history. We strive to continue this well-earned reputation into the future by dedicating ourselves to designing spaces that truly reflect the relationship between a building's use and its occupants and the form and function of their environments.

2. Ethics Violations – N/A There are no ethics violations pending or active against DMR or any individual responding to the RFQ for architectural services.

3. Designation of Architect to serve as Municipal Architect –

Lloyd Rosenberg is a licensed architect in the State of New Jersey for over 40 years and has represented municipalities for over 25 years. Lloyd is familiar with the Municipal land use law, all applicable building codes and other applicable rules and regulations.



ADMINISTRATIVE INFORMATION REQUIREMENTS

As architects, DMR has served the public sector since our founding and currently has a staff of 40. We have worked for all levels of government and governmental agencies and departments. These projects have included hundreds of municipal buildings, police departments, courts and related community amenities such as community centers, art and cultural centers and parks. Our firm is a team of licensed professionals in architecture, landscape architecture, interior design, construction administration and LEED (Leadership in Energy and Efficiency Design). We believe that our cohesive team of planners, architects and designers offer a unique combination of qualifications. As architects and designers, we acknowledge that the aesthetic, density and location of development is important, and we pay particular attention to this in each planning project undertaken by the firm. We find that it becomes an invaluable resource to our municipal clients since their visions can be presented in a clear, realistic manner to which the community can respond. DMR has several clients, such as the City of Hackensack, which we support from both a planning and architectural perspective, offering a cohesive and streamlined approach to our professional services.

The staff of DMR is further supported by professionals with backgrounds in economic development and community outreach, municipal government, real estate, project finance, engineering, and land use, and also includes in-house general counsel. Such depth of staff is unparalleled in the industry, and we believe will allow us to provide a value-added service under this contract. Our support staff also includes marketing, accounting and administrative staff.

Please see Section 2 for key resumes of the team that we would assign that meets and exceeds the support level outlined in the RFQ. We have a seasoned team that is capable of the preparation of plans and documents necessary to fulfilling all the duties and responsibilities on behalf of the City of Asbury.

4. Sample Contract – is included in Section 5.

5. DMR is in compliance with all applicable affirmative action (or similar) requirements with respect to our business activities. Evidence of our compliance (Certificate of Employee Information Report) and other Business Forms is included in Section 5.

6. DMR has been in practice for 27 years and at not no time during the 27 year history has DMR been adjudicated for professional malpractice.

7. DMR is not now, nor has ever been, involved in any bankruptcy or reorganization proceedings.

8.. Proof of insurance is included in Section 5.

9.. Costs are included in Section 4.

10. DMR has provided architectural and planning services in Monmouth County for the last several years. We have been retained by the Borough of Belmar, The Borough of Freehold, Middletown and the County of Monmouth. While we have not worked specifically for the City of Asbury Park we are fully aware of the renaissance and the redevelopment successes that are going on.

CITY OF ASBURY PARK
ARCHITECTURAL CONSULTANT

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

SECTION 2

Resumes of Key Personnel



EDUCATION

Bachelor of Architecture,
University of Oklahoma

Graduate Studies,
Columbia University

REGISTRATIONS

Architect: NJ, NY & numerous
others

NJ # 21A100552600
NY # 013025

Interior Design: NJ
NJ # 21ID00027800

Professional Planning: NJ
NJ # 33LI00158400

PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- New Jersey Society of Architects
- Architects League of Northern New Jersey
- Board of Trustees, The Educational Leadership Foundation of New Jersey
- Board Member, New Jersey Israel Commission

Lloyd Rosenberg is the driving force behind the phenomenal growth and success of DMR Architects. As President & CEO, Lloyd leads the 40+ person team at DMR, which among many recognitions and achievements has recently celebrated four consecutive listings as the #5 New Jersey architectural firm; two consecutive listings on *NJBiz*'s Best Places to Work in New Jersey; and a national ranking on Real Estate Forum's list of the 2016 Fastest Growing Companies, which recognized DMR's 44% increase in staff size and 85% increase in billing from 2015 to 2016.

When Lloyd founded the firm in 1991, it was a three-person operation focused solely on designing exceptional schools and educational facilities. Over the years, he steadily added expert talent, enabling DMR to expand its capabilities, which now also includes architectural design for the corporate, commercial, higher education, residential, healthcare and public sectors, as well as advanced sustainable design and a thriving redevelopment and urban planning department.

For 27 years, Lloyd has overseen DMR's thousands of design and construction projects, which represent hundreds of millions of dollars in construction work. Among these projects are many that have had a great impact on the landscape of New Jersey, including the State's first nature museum, the first school for the blind and the first LEED certified public school; Bergen County's first brewery; the rail station that first brought train service to the Meadowlands; and the new High Tech High School, the \$140 million vocational/technical high school in Hudson County, which upon completion, will be one of the most technologically-advanced schools in the country. The thousands of other projects completed under Lloyd's direction demonstrate DMR's wide range of skills and services, and include sophisticated healthcare facilities, elementary schools, luxury lofts, downtown master plans, police stations, parks, modern offices, academic facilities, sports complexes, renovations to an elementary school forced to close following Superstorm Sandy and construction oversight of the much-anticipated American Dream project.

With more than 55 years of experience, Lloyd is a leading architect in his own right, professionally registered across the country, and registered in Interior Design and Professional Planning in New Jersey. Individually, his impressive portfolio of award-winning designs include many noteworthy projects, as well as extensive international work, such as the 500 acre University in Kaduna, Nigeria valued at more than \$500 million.

Lloyd received a Bachelor of Architecture from the University of Oklahoma and completed Graduate Studies at Columbia University. He remains active in numerous architectural and professional organizations, and currently serves on the Board of Trustees for the Educational Leadership Foundation of New Jersey and on the advisory board for the Rutgers Center for Real Estate.

SELECT PROJECT EXPERIENCE:**PUBLIC**

Jersey City Police Station
Jersey City, NJ

South Toms River Municipal Complex,
Police Department & Municipal Court
South Toms River, NJ

Garfield Police Station
Garfield, NJ

Bergen Cty. Police, DPW & Municipal Court
Hackensack, NJ

Wayne Police Station
Wayne, NJ

Bergen County Police Department
Paramus, NJ

Hudson County Plaza
Jersey City, NJ

Jersey City Justice Center
Jersey City, NJ

Bayonne Police Station
Bayonne, NJ

Vietnam Veterans Memorial
Holmdel, NJ

Bergen Cty. Admin. Building &
Parking Garage
Hackensack, NJ

Bergen Cty. Public Safety Operations
Center
Mahwah, NJ

North Bergen Municipal Court & Parking
Authority
North Bergen, NJ

City of Bayonne Police Department
Bayonne, NJ

Hackensack Emergency Operations Center
Hackensack, NJ

Willingboro Senior Center
Willingboro, NJ

Board of Education Offices
(shared services)
Lyndhurst, NJ

Youth Center (shared services)
Lyndhurst, NJ

Community Pool (shared services)
Lyndhurst, NJ

Trailside Nature & Science Center
Mountainside, NJ

Mravlag Manor, Community Center
Elizabeth, NJ

Municipal Offices
Jersey City, NJ

Vauxhall Meeting Center
Union, NJ

Performing Arts Center
Hackensack, NJ

Meadowlands Rail Station
East Rutherford, NJ

County of Middlesex, Prosecutor's Office
North Brunswick, NJ

County of Middlesex, Highway and Bridges
Office
North Brunswick, NJ

County of Middlesex, Medical
Examiner's Office
North Brunswick, NJ

EDUCATION

High Tech High School
Secaucus, NJ

La Scuola d'Italia
New York, NY

Alexander Hamilton Charter School
Paterson, NJ

NJSDA, Quarter Mile Lane Elem. School &
Buckshutem Road Elem. School
Bridgeton, NJ

C.V. Starr Intermediate School
Brewster, NY

Sparta Middle School & High School
Sparta, NJ

Tenaflly BOE - District Wide Renovations
Tenaflly, NJ

Teaneck BOE, District Wide Renovations
Teaneck, NJ

Mahwah High School
Mahwah, NJ

Paterson "Old School" #2
Paterson, NJ

Carlstadt Pre-K - 8 Public School
Carlstadt, NJ

Jersey City P.S. 23 Annex
Jersey City, NJ

Sam Aboff House & New School #3
Elizabeth, NJ

Westbrook Elementary School
West Milford, NJ

New York City School Construction
Authority (100+ Projects)
Various Locations, NJ

New Jersey Schools Development Auth.
(10+ Projects)
Various Locations, NJ

St. Joseph's School for the Blind
Jersey City, NJ

Robert L. Craig School Elem. School
Moonachie, NJ

Various Projects as Architect of Record
(400+)
Various Locations, NJ

HIGHER EDUCATION

Fairleigh Dickinson University, Zen Bldg.
Madison, NJ

Ocean CC, Bartlett Hall
Toms River, NJ

Middlesex CC, Crabiell Hall
Edison, NJ

Bergen CC, Student Center
Paramus, NJ

Monmouth Univ., Pozycki Hall
West Long Branch, NJ

Middlesex CC, West Hall
Edison, NJ

Raritan CC, Bookstore, Cafeteria &
Facilities Management Office
North Branch, NJ

Kean Univ., Master Plan
Union, NJ

RESIDENTIAL

Annin Lofts
Verona, NJ

Little Ferry Waterfront Development
Little Ferry, NJ

30 Court St. Condominiums
Morristown, NJ

The Grand at Woodbridge
Woodbridge, NJ

Montclair Residences at Bay St. Station
Montclair, NJ

Schroeder Lofts
Jersey City, NJ

The Beacon Luxury Apartments
Jersey City, NJ

DeForest B. Soaries Residences
Somerset, NJ

Alexan Liberty
Hackensack, NJ

The Avenue at Orange
Orange, NJ

Park Tower
Jersey City, NJ

Paragon 273
Hackensack, NJ

Metropolis Towers
Jersey City, NJ

REDEVELOPMENT & NEW URBANISM

SkyMark Center
Ridgefield Park, NJ

Wesmont Station
Wood-Ridge, NJ

Journal Square Redevelopment
Jersey City, NJ

HEALTHCARE

Hunterdon Healthcare, 2 Medical Office Bldg.
Somerset, NJ & Washington, NJ

Hunterdon Healthcare, Maternal & Fetal Ctr.
Flemington, NJ

Hackensack University Medical Center, Pediatric GI Outpatient Office
Hackensack, NJ

Robert Wood Johnson University Hospital (20+ Projects)
New Brunswick, NJ

Holy Name Hospital, Canopy & Lobby; Floor Renovations
Teaneck, NJ

Hoboken University Medical Center, Maternity Suite
Hoboken, NJ

Children's Specialized Hospital, Lobby & Offices
Mountainside, NJ

St. Peter's University Hospital
Admissions Office;
Doctor's Lounge;
Simulation Lab
New Brunswick, NJ

University of Medicine and Dentistry (now Rutgers), Liberty Plaza
New Brunswick, NJ

CORPORATE

Vitals Corporate Headquarters
Lyndhurst, NJ

West Side Center
North Bergen, NJ

2200 Fletcher Ave.
Fort Lee, NJ

BMW Corporate Showrooms
Montvale, NJ

Ernest & Young Office
Lyndhurst, NJ

Gateway Center
North Brunswick, NJ

SONY Corporate Headquarters
New York, NY

SkyMark Corporate Center
Ridgefield, NJ

Mack-Cali
Totowa, NJ

Hatch Mott MacDonald Corporate Headquarters
Iselin, NJ
Provident Bank (30+ branches)
Various Locations, NJ

PNC Bank (25+ Branches)
Various Locations, NJ

Sanofi-Aventis, Various Projects
Various Locations, NJ

SJP Properties, Various Projects
Various Locations, NJ

Alfred Sanzari Enterprises, Various Projects
Hasbrouck Heights & Hackensack, NJ

INTERNATIONAL

China Electronics Company
Beijing, China

National Educational Technology Center
Kaduna, Nigeria

Master Plan
Corbeanca, Romania

Ministry of Defense Headquarters
Abuja, Nigeria

KURT VIERHEILIG, AIA, LEED AP BD + C • Senior Project Manager, Partner Director of Design



EDUCATION

Bachelor of Architecture,
New Jersey Institute of Technology

REGISTRATIONS

Architect: NJ
NJ # 21A101780900

LEED AP BD + C
#30648

AFFILIATIONS

American Institute of Architects
Architects League of Northern New Jersey
United States Green Building Council

COMPETITIONS

Grand Egyptian Museum Entry
Cairo, Egypt

WTC Memorial Competition
Jersey City, NJ

ALNNJ PEER Award (2007)
Vierheilig Residence
Franklin Lakes, NJ

ALNNJ PEER Award (2006)
Meadowlands Train Station
East Rutherford, NJ

Joining DMR as an intern in 1999, **Kurt Vierheilig** rose through the ranks of the firm, and now serves as a Partner and the Director of Design. In addition to leading the creative design studio, he continues to serve as both a project manager and lead designer on all high-profile projects. He is a licensed architect, and a LEED-accredited professional.

Kurt's work at DMR has covered all aspects of the profession, from programming and design to project management and construction project oversight. Kurt has worked on hundreds of projects in both the public and private sector, including mixed-use, institutional, residential and commercial projects. He is among the most talented and innovative architects in the region, demonstrating passion for finding new and unique ways to express architectural meaning through form, function and sustainability.

Kurt has been involved on many of the firm's most notable buildings, including the Meadowlands Rail Station, Bergen County Public Safety Operations Center, Wesmont Station Master Plan and the River Barge Park and Marina.

Kurt earned his Bachelor of Architecture degree from New Jersey Institute of Technology. He is also a member of the United States Green Building Council and is a Trustee for the Architects League of Northern New Jersey, an American Institute of Architects chapter, and serves as the Emerging Professionals Chairperson.

SELECT PROJECT EXPERIENCE:

PUBLIC

Garfield Police Station
Garfield, NJ

Wayne Police Station
Wayne, NJ

Meadowlands Rail Station
East Rutherford, NJ

Trailside Nature & Science Center
Mountainside, NJ

Bergen County Zoological Park
Paramus, NJ

Regional Sports Facility
Palisades Park, NJ

Bergen County Public Safety Operations Center
Mahwah, NJ

Jersey City Justice Center
Jersey City, NJ

City Hall Annex & Parking Garage
Jersey City, NJ

River Bark Park
Carlstadt, NJ

North Bergen Municipal Court
North Bergen, NJ

UEZ Design Guidelines
Roselle, NJ

Master Plan
Corbeanca, Romania

North Bergen Municipal Court
North Bergen, NJ

Montvale Municipal Building
Montvale, NJ

CORPORATE

Maquet Cardiovascular Auditorium
Wayne, NJ

SkyMark Corporate Center
Ridgefield Park, NJ

China Electronics Company
Beijing, China

Tellium
Oceanport, NJ

Mountain Development Corporation
West Paterson, NJ

Mixed-Use Office Building
Somerset, NJ

Alfred Sanzari Enterprises, Various Projects
Various Locations, NJ

EDUCATION

High Tech High School
Secaucus, NJ

KURT VIERHEILIG, AIA, LEED AP BD + C • Senior Project Manager, Partner
Director of Design



Bergen County Technical Schools,
Cafeteria Renovation & Expansion;
Science Building; Landscaping Facility;
Environmental Science Building
Paramus & Hackensack, NJ

Tenafly BOE, District Wide Renovations
Tenafly, NJ

Teaneck BOE, District Wide Renovations
Teaneck, NJ

Lyndhurst BOE (Shared Services Projects)
Board Offices & Youth Center; Community
Pool
Lyndhurst, NJ

NJSDA, Early Childhood Center
13
Jersey City, NJ

Carlstadt Public School
Carlstadt, NJ

NJSDA, Quarter Mile Lane Elem. School &
Buckshutem Road Elem. School
Bridgeton, NJ

NJEDA Feasibility Study, Early Childhood
Education Facility
Perth Amboy, NJ

Randolph BOE, Various Projects
Randolph, NJ

P.S. 20
Jersey City, NJ

HIGHER EDUCATION

Ocean CC, Bartlett Hall
Toms River, NJ

Middlesex CC, Crabiell Hall
Edison, NJ

Middlesex CC, West Hall
Edison, NJ

Monmouth University, Pozyski Hall
West Long Branch, NJ

Kean University, Master Plan
Union, NJ

Bergen CC, Student Center
Paramus, NJ

HEALTHCARE

Robert Wood Johnson University Hospital
(10+ Projects)
New Brunswick, NJ

Holy Name Hospital, Various Projects
Teaneck, NJ

RESIDENTIAL

Annin Lofts
Verona, NJ

Little Ferry Waterfront Development
Little Ferry, NJ

30 Court St. Condominiums
Morristown, NJ

The Grand at Metropark
Woodbridge, NJ

DeForest B. Soaries Residences
Somerset, NJ

The Fairmount & Eleven Eleven
Newark, NJ

Schroeder Lofts
Jersey City, NJ

Metropolis Towers
Jersey City, NJ

Parkside Condominiums
Bloomfield, NJ

Skyline Village
Ringwood, NJ

Polify Road Luxury Apartments &
State Street Apartments
Hackensack, NJ

New Concepts for Living
Emerson, NJ

Ocean Ave. Residential
Jersey City, NJ

Park Place Condominiums
Seaside Heights, NJ

Meadowview Estates
Palisades Park, NJ

RETAIL

Gateway Center
North Brunswick, NJ

Neighborhood Retail Center
Clifton, NJ
Journal Square Blockfront Program
Jersey City, NJ

REDEVELOPMENT

SkyMark Center
Ridgefield Park, NJ

Wesmont Station (Transit Village)
Wood-Ridge, NJ

Montclair Residences at Bay Street Station
& NJ Transit Parking Garage
Montclair, NJ

Englewood Residential Redevelopment
Englewood, NJ

Newark Downtown District
Building Facade Renovations
Newark, NJ

Hudson Street Streetscape Neighborhood
Revitalization
Hackensack, NJ

PRADEEP KAPOOR, LEED AP BD + C • Senior Project Manager, Partner
Director of Sustainable Design



EDUCATION

Architecture, Board of Technical
Education, Delhi, India

CERTIFICATIONS

LEED AP BD + C
#41838

AFFILIATIONS

United States Green Building Council

Pradeep Kapoor joined DMR in 2001 and has been a LEED AP since 2002. His education, knowledge and multi-cultural experiences make Pradeep a highly qualified member of the DMR design team.

Representing DMR, Pradeep works on projects in all market sectors. He is committed to project success from the onset, and excels at the analysis of client needs, and works closely with clients and stakeholders to produce functional and efficient designs. His project management and project architect expertise is in the public and healthcare sectors, where he has directed and designed a multitude of multimillion dollar projects from complex police and emergency command facilities, to sophisticated medical facilities for a wide-range of specialty needs.

Pradeep has a vast knowledge, experience and passion for sustainable design initiatives, and leads the sustainable design efforts for all projects throughout the firm. He has played a lead role on the sustainable design of numerous facilities, including each of DMR's LEED certified facilities. He is proud to have formerly served as the Chair of the United States Green Building Council Northern New Jersey branch.

SELECT PROJECT EXPERIENCE:

PUBLIC

Jersey City Police Department
Jersey City, NJ

Bergen County Public Safety Operations
Center (**LEED Designed**)
Mahwah, NJ

Bergen County Police Department
Hackensack, NJ

Garfield Police Station
Garfield, NJ

Wayne Police Station
Wayne, NJ

North Bergen Municipal Court & Parking
Authority
North Bergen, NJ

Hackensack Emergency Operations Ctr.
Hackensack, NJ

Dept. of Health & Human Services
Jersey City, NJ

Hackensack Municipal Complex
Hackensack, NJ

Bergen County Police, DPW and Central
Municipal Court Complex
Hackensack, NJ

City Hall Annex & Parking Garage
Jersey City, NJ

Criminal Courts Toilet Renovation
Brooklyn & Manhattan, NY

Bergen County Prosecutor's Office
Paramus, NJ

Ridgefield Community Center
Ridgefield, NJ

Woodbridge Maintenance Building
Woodbridge, NJ

Bayonne Housing Authority
Bayonne, NJ

Somerset Joint Public Works Facility
Bridgewater, NJ

Two Bridges Sewerage Authority
Lincoln Park, NJ

Lot-E - Monorail Extension Project
Newark International Airport
New York & New Jersey

Hudson County Plaza
Jersey City, NJ

CORPORATE

PF Labs
West Paterson & Totowa, NJ

Purdue Office Interiors
West Paterson, NJ

Fleet / Summit Bank
Hackettstown, NJ

HEALTHCARE

Valley Center for Women's Health
Midland Park, NJ

Robert Wood Johnson University Hospital
(15+ Projects)
New Brunswick, NJ

Hudson Diagnostic Center
West New York, NJ

Doctor's Inn
Ramsey, NJ

Children's Specialized Hospital
Mountainside, NJ

EDUCATION/HIGHER EDUCATION

High Tech High School
Secaucus, NJ

NJSDA, Quarter Mile Lane Elem. School &
Buckshutem Road Elem. School
(**seeking LEED Gold**)
Bridgeton, NJ

Bergen County Technical Schools
Environmental Science Building
Paramus, NJ

Bergen County Technical Schools
Landscape Building
Paramus, NJ

Bergen County Academies Cafeteria
Expansion
Hackensack, NJ

Middlesex CC, Crabiell Hall (**LEED Silver**)
Edison, NJ

Ocean CC, Bartlett Hall (**LEED Silver**)
Toms River, NJ

Carlstadt Public School (**LEED Silver**)
Carlstadt, NJ

St. Joseph's School for the Blind (**LEED Certified**)
Jersey City, NJ

Middlesex CC, West Hall (**LEED Gold**)
Edison, NJ

EDUCATION

Bachelor of Architecture,
New Jersey Institute of Technology

REGISTRATIONS

Architect: NJ
NJ # 21A102102900

AWARDS & RECOGNITION

"30 under 30"

Real Estate New Jersey (March 2007)

Janet Pini joined DMR in 2002, and is a tremendous asset to the DMR team. As Project Architect, she focuses on projects in all market sectors.

Janet takes direction from lead designers and project managers to implement the design intent through working drawings. She has a great rapport with clients and subconsultants. She works diligently to complete projects on time, and maintains accuracy from inception through completion.

SELECT PROJECT EXPERIENCE:**PUBLIC**

City Hall Annex and Parking Garage
Jersey City, NJ

Bergen County Public Safety Operations
Center
Mahwah, NJ

Bloomfield Train Station
Bloomfield, NJ

Proposed Hackensack Municipal Complex
Hackensack, NJ

Lyndhurst Community Pool
Lyndhurst, NJ

Wood-Ridge Industrial
Wood-Ridge, NJ

Willingboro Township DPW Facility
Willingboro, NJ

Somerset County DPW Facility
Bound Brook, NJ

Bergen County Police/DPW Facility
Hackensack, NJ

Wesmont Station
Wood-Ridge, NJ

Lyndhurst Storage Facility
Lyndhurst, NJ

HIGHER EDUCATION

Middlesex CC - Crabel Hall
Edison, NJ

Middlesex CC - West Hall
Edison, NJ

Bergen CC - Veterinary Technology Center
Paramus, NJ

Bergen CC - Proposed South Campus
East Rutherford, NJ

EDUCATION

High Tech High School
Secaucus, NJ

St. Joseph's School for the Blind
Jersey City, NJ

Carlstadt Pre-K - 8 Public School
Carlstadt, NJ

Special Children's Center
Denville, NJ

New York City School Construction
Authority - Various Capital Improvement
Projects

162 Q, 135 Q, 308 K, 117 Q, 192 Q, 178 K,
81 M, 33 Q, 72 Q, 450 Q, 11 M, 112 M,
163 Q, 1 M, 405 X, 200 K, 81 X, 40 Q
(partial listing)
Various Locations, NY

Various Projects as Architect of Record

Lyndhurst
New Brunswick
Highland Park
East Orange

Green Township
Northvale

Sussex-Wantage
Northern Valley Regional

NJDOE ROD Grant Applications
(all New Jersey)

Highland Park
Lyndhurst

Green Township
Northern Valley Regional High School
District

Long Range Facility Planning
(all New Jersey)

Lyndhurst
Moonachie
Tenafly
Northvale
Northern Valley Regional

Tenafly Board of Education - District Wide
Renovations
Tenafly, NJ

RESIDENTIAL

Residential Homes
Hangzhou, China

Robert Noble Manor
South Amboy, NJ

Montclair Transit Village
Montclair, NJ

Independence Gardens
Trenton, NJ

CORPORATE

CT Fitness Center
Norwalk, CT

The GYM
Armonk, NY

HEALTHCARE

Robert Wood Johnson University Medical
Center, Nuclear Medicine Suite; South
Building Expansion; Pharmacy; Same Day
Surgery Suite
New Brunswick, NJ

Children's Specialized Hospital,
Educational Therapy Suite; Dental Center
Suite
Mountainside, NJ

EDUCATION

Bachelor of Fine Arts in Interior Design,
Fashion Institute of Technology

Michelle Lee joined DMR in 2005, and has more than 18 years of experience in programming, planning and designing interior spaces. Michelle leads the interior efforts, working with the architectural design team, project managers and production staff to ensure that interior design elements are implemented as intended.

While at DMR, she has programmed, designed, produced Construction Documents and completed new/renovation constructions of about 1,250,000 square feet.

SELECT PROJECT EXPERIENCE:

PUBLIC

Hudson County Plaza
Jersey City, NJ

Willingboro Senior Center
Willingboro, NJ

Jersey City, City Hall Annex
Jersey City, NJ

North Arlington Public Library
North Arlington, NJ

Newark Roseville Armory
Newark, NJ

CORPORATE

The Provident Bank - Various Branches
Various Locations, NJ

Northwestern Mutual Financial
Morristown, NJ

Dr. Reddy's Laboratory
Bridgewater, NJ

PNC Bank - Various Branches
Various Locations, NJ

Execu-Search
Bridgewater, NJ

Meadowlands Chamber of Commerce
Rutherford, NJ

Heights Plaza
Hasbrouck Heights, NJ

Pinnacle Federal Credit Union
Perth Amboy, NJ

Phoenix Aroma Lab and Office
Norwood, NJ

Hatch Mott McDonald
Iselin, NJ

HEALTHCARE

North Shore LIJ Hospital, Various Projects
Manhasset, NY

Salus Surgical Groups, Outpatient Surgery Center
Short Hills, NJ

Pascack Valley Hospital
Westwood, NJ

Hudson Crossing Surgical Center
Fort Lee, NJ

Hoboken University Medical Center - Various Projects
Hoboken, NJ

Hackensack University Medical Center Pediatric GI Outpatient Office
Hackensack, NJ

Paramus Medical & Sports
Paramus, NJ

St. Peter's University Hospital - Various Projects
New Brunswick, NJ

RESIDENTIAL

DeForest B. Soaries Senior Residences
Somerset, NJ

Montclair Residences at Bay Street Station
Montclair, NJ

The Mercury Lofts
Jersey City, NJ

The Avenue at Orange
Orange, NJ

The Paramount
Jersey City, NJ

EDUCATION/HIGHER EDUCATION

High Tech High School
Secaucus, NJ

Elizabeth BOE, Teach to One
Elizabeth, NJ

Carlstadt Public School
Carlstadt, NJ

NJSDA, Quarter Mile Lane Elem. School & Buckshutem Road Elem. School
Bridgeton, NJ

Ocean CC, Bartlett Hall
Toms River, NJ

Middlesex CC, Crabiel Hall
Edison, NJ

Middlesex CC, West Hall
Edison, NJ

UMDNJ, Liberty Plaza
Piscataway, NJ

Raritan Valley Community College Bookstore, Cafeteria and Facilities Management Office
North Branch, NJ

New York City School Construction Authority, Capital Improvement Projects
Various Locations, NY

RETAIL / COMMERCIAL

Bobbi Brown Cosmetic Shops - Various Projects
Various Locations, NY & Canada

Bloomingdale's Department Stores - Various Projects
Various Locations, NY, CA, MD

The GYM
Armonk, NY

Intensity Fitness Center
Norwalk, CT

Marlboro Spa
Marlboro, NJ

GREGG STOPA, AIA • Senior Project Manager, Partner
Quality Assurance and Control Manager



EDUCATION

Bachelor of Architecture,
Syracuse University School of
Architecture

REGISTRATIONS

Architect: NJ, NY
NJ # 21A100941300
NY # 016518

AFFILIATIONS

American Institute of Architects

Gregg Stopa joined DMR in 1993, and currently serves as Senior Vice President. He manages DMR's production department, leads the firm's Quality Assurance/Quality Control efforts, and still individually manages projects, particularly in the public and education sectors. In 2017, he became a partner of the firm.

With more than 30 years of experience, Gregg ensures outstanding client service and the proper and efficient production of construction documents. This process includes reviewing working drawings and specifications; working with and reviewing construction and budget constraints; coordinating with DMR's production staff and outside consultants; and ensuring the design intent for a wide variety of projects adheres to local building codes.

Gregg is a graduate of Syracuse University School with a Bachelor of Architecture degree. He is a registered architect in New Jersey and New York.

SELECT PROJECT EXPERIENCE:

PUBLIC

Various Projects for Housing Authorities
(select list, all New Jersey)
Weehawken; Hoboken; Englewood; East
Orange; Woodbridge; Bayonne

County of Bergen Administration Building
Hackensack, NJ

Sussex County Libraries
Sussex, NJ

Rutherford Senior Citizens Center
Rutherford, NJ

Sussex County Administration Building
Sussex, NJ

EDUCATION/HIGHER EDUCATION

High Tech High School
Secaucus, NJ

Ocean CC, Bartlett Hall
Toms River, NJ

Fairleigh Dickinson University, Zen Building
Madison, NJ

Middlesex CC, Crabiell Hall
Edison, NJ

Bergen CC, Student Center
Paramus, NJ

Raritan Valley CC, Facilities Management
Office
North Branch, NJ

Monmouth University, Pozycki Hall
West Long Branch, NJ

Middlesex CC, West Hall
Edison, NJ

Brookdale CC, Roof Replacement
Lincroft, NJ

Middlesex CC, Roof Replacement; Fire
Safety Upgrades
Edison, NJ

Various Projects as Architect of Record
(select list, all New Jersey)
Oradell; Hackensack; Warren Township;
Maywood; Franklin Lakes; Wayne;
Manchester; Butler; Bayonne; Highland
Park; Moonachie; East Orange; Bergen
County Technical Schools; Hudson
County Schools of Technology

NJSDA, Quarter Mile Lane Elem. School &
Buckshutem Road Elem. School
Bridgeton, NJ

Tenaflly BOE, District Wide Renovations
Tenaflly, NJ

NJSDA, 10+ Capital Improvement Projects
Various Locations, NJ

Teaneck BOE, District Wide Renovations
Teaneck, NJ

Sparta Middle School
Sparta, NJ

C.V. Starr Intermediate School
Brewster, NY

Paterson Old School #2
Paterson, NJ

Carlstadt Public School
Carlstadt, NJ

Sussex Wantage Regional High School
Wantage, NJ

CORPORATE

PNC Bank (25+ Branches)
Various Locations, NJ

Intensity Fitness Center
Norwalk, CT

Benzel Busch Motor Corp.
Englewood, NJ

Westerleigh Savings Bank
Staten Island, NY

HEALTHCARE

High Street Medical Office Building
New Brunswick, NJ

Mill Gardens Assisted Living
Midland Park, NJ

Robert Wood Johnson University Hospital
(10+ Projects)
New Brunswick, NJ

RELIGIOUS BUILDINGS

Residence / Infirmary for the Franciscan
Friars
Ringwood, NJ

Chapel & Convent for the Franciscan Sister
of St. Elizabeth
Parsippany, NJ

Mount Carmel Church
Ridgewood, NJ

EDUCATION

Bachelor of Science,
Fairleigh Dickinson University

REGISTRATIONS

Building Inspector: NJ
NJ # 008843

LEED AP

Certification for School Board
Administrators

Henry Ossi joined DMR in 2000, and has more than 30 years of experience in the construction industry. He serves as DMR's Director of Construction Administration and is an Associate of the firm.

Henry is responsible for supervising all construction activities, cost estimates and construction management assignments. As a licensed code official and estimator, Henry provides an invaluable resource to DMR clients and staff, ensuring that design details comply with state and local standards.

Henry is involved from the onset of a project until completion, offering construction cost estimates at every phase of design and adhering to schedule milestones. His responsibilities include project scheduling, cost control, direct field observation, quality control and assisting with contractor negotiations and administration.

With a Bachelor of Science in Accounting from Fairleigh Dickinson University, Henry has extensive experience in financial budgeting, in addition to construction management and administration. He is experienced in budgetary control and has directly overseen construction projects of all scopes, offering a unique understanding of soft and hard costs common to construction projects.

Henry's vast experience enables him to anticipate challenges and provide the necessary direction to maintain construction schedules. He has completed hundreds of capital improvement, renovation, addition and new construction projects in both the public and private sector.

Prior to joining DMR, Henry was a successful contractor and served as an Interim Business Administrator. The combination of his background in facilities construction and fiscal responsibility provides for his inherent understanding of the construction field.

SELECT PROJECT EXPERIENCE:**PUBLIC**

Municipal Building, Police Department
and Municipal Court
South Toms River, NJ

Bergen County Public Safety Operations
Center
Mahwah, NJ

Jersey City Justice Complex
Jersey City, NJ

Hudson County Plaza
Jersey City, NJ

North Bergen Municipal Court & Parking
Authority
North Bergen, NJ

County of Bergen Police Department
Paramus, NJ

City of Bayonne Police Department
Bayonne, NJ

Hackensack Emergency Operations Center
Hackensack, NJ

Willingboro Senior Center
Willingboro, NJ

Board of Education Offices
(shared services)
Lyndhurst, NJ

Youth Center (shared services)
Lyndhurst, NJ

Community Pool (shared services)
Lyndhurst, NJ

Trailside Nature & Science Center
Mountainside, NJ

Mravlag Manor, Community Center
Elizabeth, NJ

Municipal Offices
Jersey City, NJ

Vauxhall Meeting Center
Union, NJ

Performing Arts Center
Hackensack, NJ

Meadowlands Rail Station
East Rutherford, NJ

Teaneck Public Library
Teaneck, NJ

Regional Sports Facility
Palisades Park, NJ

County of Middlesex, Prosecutor's Office
North Brunswick, NJ

County of Middlesex, Highway and Bridges
Office
North Brunswick, NJ

Various Municipal Projects
Franklin Lakes, NJ; North Caldwell,
NJ; West Milford, NJ; Wayne, NJ;
Weehawken, NJ

EDUCATION

High Tech High School, Hudson County
Schools of Technology
Secaucus, NJ

NJSDA, Quarter Mile Lane Elem. School
Bridgeton, NJ

NJSDA, Buckshutem Road Elem. School
Bridgeton, NJ

Bergen County Technical Schools
Paramus & Hackensack, NJ

Tenafly Board of Education - District
Wide Renovations
Tenafly, NJ

Teaneck Board of Education - District
Wide Renovations
Teaneck, NJ

Carlstadt Pre-K - 8 Public School
Carlstadt, NJ

Bergen County Technical Schools -
Various Architect of Record Projects
Paramus, NJ

Hudson County Schools of Technology -
Various Architect of Record Projects
North Bergen & Jersey City, NJ

Robert L. Craig School Temporary
Occupancy Units & Renovation
Moonachie, NJ

Sussex Wantage Regional
Wantage, NJ

St. Joseph's School for the Blind
Jersey City, NJ

New Jersey Schools Development
Authority - Various Projects
Various Locations, NJ

Various Projects as Architect of Record
(select list, all New Jersey)
Bayonne; Lyndhurst; Pequannock;
Montclair; New Milford; Ridgefield;
Fort Lee; Randolph; Paramus; Paterson;
Hackensack; Green Township; Northvale;
Highland Park; Northern Valley Regional
High School District - two schools

New York City School Construction
Authority - 20+ Projects
Various Locations, NY

HIGHER EDUCATION

Middlesex CC - West Hall
Edison, NJ

Monmouth University - Pozycki Hall
West Long Branch, NJ

Middlesex CC - Crabel Hall
Edison, NJ

Ocean CC - Bartlett Hall
Toms River, NJ

Ramapo College of New Jersey
Mahwah, NJ

Raritan Valley Community College - Various
Projects
Bound Brook, NJ

CORPORATE

The GYM
Armonk, NY

North Jersey Training Center
Totowa, NJ

Riverdale Armory
Riverdale, NJ

HEALTHCARE

Hoboken University Medical Center -
Various Projects
Hoboken, NJ

Preakness Hospital
Wayne, NJ

CITY OF ASBURY PARK
ARCHITECTURAL CONSULTANT

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

SECTION 3

Relevant Experience & References





SOMERSET COUNTY IMPROVEMENT AUTHORITY
TOWNSHIP OF MONTGOMERY MUNICIPAL COMPLEX
 Montgomery, New Jersey



Municipal Building & Police Public Entrance



Library Main Entrance

Somerset County Improvement Authority commissioned DMR to develop an existing 45-acre Convatec Pharma site for new Municipal Complex for the Township of Montgomery. The new facility will house the police department, municipal offices and town library.

DMR developed the overall site master plan, as well as programming, floor plans and design for the 16,000 SF library, 14,000 SF municipal offices, 14,000 SF police space, and 8,000 SF of shared spaces and utility areas.

The project is currently in design and expected to go out to bid in the spring of 2019.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



Under contract with the County of Middlesex, DMR provided, or is providing, professional services for several county projects, including:

NEW STEPHEN J. CAPESTRO THEATRE COMPLEX

Edison, NJ

DMR is currently under contract to design the new Capestro Theatre Complex at Roosevelt Park, a new construction project that will replace the current home of the County's very successful Plays-in-the-Park, a summer program which provides Broadway-quality musical theatre in an outdoor amphitheatre. The design will provide a 30,000 SF building, which will replace the current structure which is aging and outdated. The project also includes a combination of both covered and open-air outdoor seating for the audience.

PROSECUTOR'S OFFICE RENOVATION

North Brunswick, NJ

DMR completed interior renovations of the Archive and Record Storage Building to accommodate space for the Prosecutor's Office. With much of its tax and property deeds being kept and now issued online, one-third of building's nearly 8,000 square feet had to be reconfigured into satellite office space for the County Prosecutor and warehouse space for its large item storage. DMR also accommodated for a new parking area, a new driveway off the main road, and a loading area for the warehouse space. DMR is now proceeding with extended construction administration services, including a part-site site presence, to see the project through construction administration.

BRIDGES & HIGHWAYS OFFICE RENOVATION

North Brunswick, NJ

DMR completed the County Highways and Bridges building, a gut renovation, to create office space for the Department's staff and that of the Middlesex County Area Transit. The project also included a new roof, HVAC system and new windows. The project encompassed approximately 6,200 square feet.

MEDICAL EXAMINER'S OFFICE & MORGUE RENOVATION

North Brunswick, NJ

DMR completed the interior renovation of the County Medical Examiner's Office in North Brunswick. The project included the expansion of its cold storage area, as well as new offices for doctors, medical investigators and clinical technicians. The project also included various schematic plan options, as well as the coordination and bidding of a temporary trailer facility. The project reconfigured existing space and used an under-utilized, adjacent garage to accommodate the new program without an expansion. The total project included approximately 8,800 square feet, with approximately 1,000 square feet of that space being dedicated to cold storage, which was previously accommodated in less than 400 square feet.



WILLINGBORO SENIOR CENTER

Willingboro, New Jersey



The Township of Willingboro sought to create a state-of-the-art senior center to provide innovative and adaptive programs for seniors.

The plan was to create a 14,000 square foot center within a wing of a decommissioned high school. The challenge was to transform the existing space with restrooms, classrooms and a 13-foot corridor of lockers into an inviting and stimulating area.

The design solution developed by DMR was a departure from the township's original plan, which simply translated the proposed program within the existing layout. DMR's collaborative design process with the end users resulted in a bold plan to demolish some of the classrooms.

The completed Willingboro Senior Center includes a lobby, main gathering area and instructional spaces. The lobby includes a round welcome desk at the center of the circular opening, providing an easy approach from all sides. The main gathering area offers game tables, grouped seating, a double-sided fireplace and an open coffee station, while maintaining smaller spaces for individuality. Instructional spaces are visually connected through display windows. Guardrails and benches along corridors allow for seniors to move safely throughout the facility. Display cases replace a portion of the existing lockers, showcasing art produced by the seniors.



Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



TRAILSIDE NATURE AND SCIENCE CENTER

Mountainside, New Jersey



DMR designed a renovation and addition to the Trailside Nature and Science Center, Union County's environmental education center and New Jersey's first nature museum.

The facility is located within the Watchung Reservation, a 2,000-acre site of woodlands, fields, streams, hiking trails and lakes.

The Trailside Nature and Science Center provides an interactive learning environment that includes 4,500 square feet of state-of-the-art exhibits, including a 34-foot American beech tree exhibit in the atrium.

The building also features classrooms that overlook the reservation, a multipurpose room, a library, children's discovery room and a 250-seat auditorium.

DMR designed an addition to the museum to accommodate the required program, while incorporating the original 1970 building detail and facade. This project combined several buildings into one efficient complex for an expanding park service for all visitors.

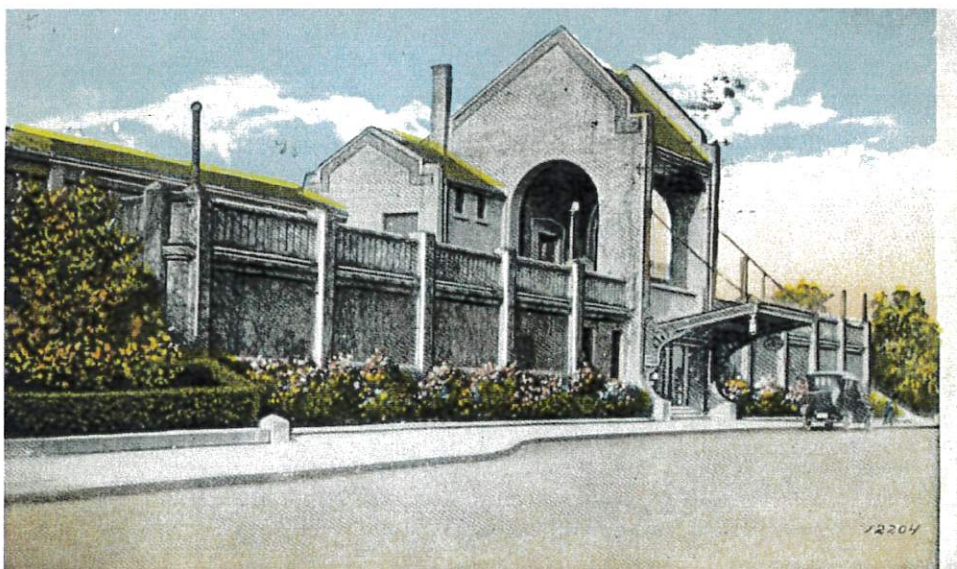
Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

BLOOMFIELD TRAIN STATION

Bloomfield, New Jersey



Existing Bloomfield Train Station



1924 Bloomfield Train Station

DMR is currently providing design and historical renovation services to reopen and revive the Bloomfield Train Station. The two story, 3,000 square foot building, built in 1912 and listed on the National Register of Historic Places was once a thriving station, with attractive architectural details and small businesses located within. In recent years, the station has fallen into disrepair and while rail service has remained, the physical structure was forced to close.

DMR's scope includes completing construction documents for interior renovations and ADA upgrades, as well as site layout / hardscape / landscape plans, pedestrian walkways, and landscape planting materials.

The station, which offers direct service between New York City and Hoboken, is located on Lackwanna Plaza, an area which has seen substantial redevelopment and renewal in recent years. New shopping areas, mixed-use buildings, a residence hall for Bloomfield College, and a new parking deck across from the station are just a few projects that have been completed in recent years.

The revival of the train station is an important priority of the Township, a designated transit village, which is committed to revitalization after years of stalled development.



MEADOWLANDS RAIL STATION

East Rutherford, New Jersey



DMR designed the new, \$18 million train station at the Meadowlands as part of the Meadowlands Railroad and Roadway Improvement project.

The project, in the making for more than 40 years, was commissioned by the Governor in order to bring rail service to the Meadowlands Complex, which was previously only serviced by bus and vehicle. The site consists of the Racetrack, MetLife Stadium and the Izod Center.

The project required the design of a simple and efficient transportation facility, which terminates a new, two-mile transit system that spurs off the Pascack Valley Line. A pedestrian overpass connects several platforms, a pedestrian plaza and a series of ramps along the 950-foot station.

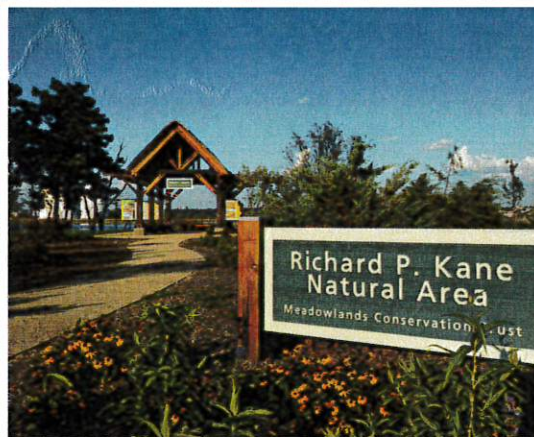
The station was designed to be highly functional, attractive and clean, while establishing a safe, convenient and comfortable environment. Pedestrian movement and safety was a large influence on the station's design and layout – it had to be intuitive and clearly identifiable for all patrons. The station features a large circulation stair, overpass and ramp systems to move people to their desired platform safely and efficiently.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



RIVER BARGE PARK

Carlstadt, New Jersey



River Barge Park is a park and marina located on approximately 5 acres in the New Jersey Meadowlands on the shore of the Hackensack River.

The marina contains 35-40 boat slips for medium to small size boats, a ramp to launch boats and a dock for launching crew shells and canoes. It is the launching site for the New Jersey Meadowlands Commission (NJMC)'s eco-tours on the Hackensack River.

DMR provided architectural services for the building program at River Barge Park, which includes the Robert Ceberio Environmental Education Pavilion, an open-air, outdoor classroom; the Winter Storage Boat House, which houses the NJMC's boat fleet; and the Paddle Center, which houses the NJMC's canoes and provides space for indoor programs. These facilities provide educational and leisure opportunities to the public.

The site also includes a 120 foot public launch ramp, 27 slip marina, 130 foot rowing dock, designated kayak/canoe launch, a bulkhead and waterfront promenade with wonderful views.



BOROUGH OF SOUTH TOMS RIVER
MUNICIPAL BUILDING, POLICE DEPARTMENT & MUNICIPAL COURT
 South Toms River, New Jersey



DMR provided design services for the renovation of a former daycare center into the new municipal headquarters and police station for the Borough of South Toms River.

Previously, the Municipal Offices, Police Station and Municipal Court occupied the basement of a 7,000 square foot facility, that did not adequately meet municipal, police or community needs.

DMR first completed a plan and cost estimate for the Borough, then continued under contract with the owner of the building to provide construction documents.

The new facility is 10,000 square feet and satisfies multiple needs and uses, particularly those of the police, who required a separate entry, two holding cells, a processing room and interview room. The building also houses municipal offices and its council chamber, municipal court, and provides a community room and space for the Borough's Office of Emergency Management.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



GARFIELD POLICE STATION

Garfield, New Jersey



DMR was retained by the City of Garfield to design a new headquarters for the police department.

The 20,000-square-foot project, to be located at 411 Midla Ave., will replace an outdated and inadequate facility built in the 1960s. The new facility will be 13,000 square feet large and have more dedicated space for updated, state-of-the-art technology and electrical systems.

The project addresses a growing need in Bergen County, where many police stations were built around the same time, and their accommodations are no longer suitable to accommodate expanding technologies while providing the needed services without affecting the safety of the staff and community.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



WAYNE POLICE STATION

Wayne, New Jersey



DMR is providing professional services for the new Township Police Headquarters, which is a portion of the municipal complex.

DMR originally presented four options for renovation or new construction to the Township of Wayne to consider as options for upgrades to the existing, aging facility. DMR prepared concept building block plans illustrating the size of the building and relationship to other buildings on the site, as well as preliminary construction budget for each option listed.

The Wayne Police Department selected to construct a two-story, 12,600 square foot addition to the existing police station, while renovating approximately 12,700 square feet of the existing building. A one story in-fill of part of the courtyard in the front and renovation of an existing print shop to use as temporary space during construction, which will be available for use after construction, is also part of the project.

This specialized building will be 24/7/365 operation and will have a sally port, holding cells, processing room, interview rooms, waiting area, line up area, police offices, lockers, showers and key personnel offices as the main functions of the building. Other issues that need to be addressed include a leaky roof, lack of elevators, evidence lockers, as well as lockers for female officers, and ample space for officers to speak confidentially to members of the public, especially with sensitive issues, such as domestic violence cases.

A new police station has been a goal of the Township for more than 10 years, as the conditions of the currently facility are dire, unsafe and inefficient. For example, suspects taken into headquarters are currently escorted into a door on the side of the station and then taken down a common hallway also utilized by other officers, building employees, and the public en route to a booking room.



JERSEY CITY POLICE STATION

Jersey City, New Jersey



DMR was contracted by the City of Jersey City to design plans to refit an outdated and vacant building at Marion Gardens, located at 400 U.S. Highway #1, into the new, permanent headquarters for the Jersey City Police Department.

DMR's design proposed a transformation to the 20,600 square foot, three story, abandoned former public housing building into a nucleus of positive activity for what is considered by many to be an under-served area of the city.

In designing the facility, DMR had to account for bringing the electrical systems up to code, as well as upgrading the building facade and exterior lighting, while addressing programmatic needs that required separate space for the police officers, the Public Safety Director and the Police Chief.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



BERGEN COUNTY PUBLIC SAFETY OPERATIONS CENTER

Mahwah, New Jersey



DMR designed this \$12 million, 30,000 square foot, 24/7/365 specialized building to assist the County of Bergen and its communities in offering exceptional emergency management services.

This state-of-the-art building houses a 911 command center, communication center, emergency operational center, Office of Emergency Management, radio shop and key personnel offices.

In addition, it contains telecommunications access flooring; data, voice and cable infrastructure; audiovisual and security technologies; a special MEP and lighting designs in order to function as an efficient 9 communication center.



The overall design of the building boasts a state-of-the-art look with glass and steel, softened a bit with the brick exterior to fit in with the surrounding wooded area.

The building was designed using LEED sustainable principles, including 20 kilowatts of solar paneling on the roof.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



JERSEY CITY JUSTICE COMPLEX

Jersey City, New Jersey



DMR designed this new, \$26 million, three-story, 71,000 square foot building as part of a Design/Build project.

The facility houses 13 municipal divisions and contains six courtrooms over two floors, as well as criminal holding cells, judge's chambers, administrative areas and two libraries. This building also features a secured entrance for the police department.

Designed to initiate the revitalization of the surrounding downtown area in this urban district, this facility provides a strong sense of civic pride and identity. It is stately and functional, yet visionary in keeping with the revitalization of this metropolis.



The entrance from the public plaza is monumental. A large brick archway, symbolic of traditional civic architecture, frames a two-story atrium which is visible to the street and the plaza, reinforcing the building's public image for use and access. The plaza steps are landscaped with rectangular planters for a soft transition. The exterior is designed with multiple colors and textures, complementing the smaller buildings and human scale of the pedestrian neighborhood. The exterior of the building is clad in five primary masonry units. Key to the design is the usage of masonry to form a curved façade, depicting warmth and openness.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



BERGEN COUNTY ADMINISTRATION BUILDING

Hackensack, New Jersey



DMR programmed and designed the new, five-story, 256,000 square foot Bergen County Administration Building to accommodate county offices. The \$62 million building was built adjacent to the existing county courthouse.

Also part of the project, DMR designed a \$15 million, five-level parking facility to service the new building and existing courthouse. The new parking garage accommodates 1,200 vehicles.

The administration building flanks Hudson, Kansas and River Streets in Hackensack, N.J., and creates a courtyard which opens toward the courthouse. The two-toned precast concrete panel design complements the administration building, which is similar in exterior materials and colors.

Bergen County is the most populous county in New Jersey, and the government is one of the largest employers in the county.

DMR worked with The Hillier Group on the project.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



MUNICIPAL COURT & PARKING AUTHORITY

North Bergen, New Jersey



DMR provided professional services for the renovation/relocation of the Municipal Court and Parking Authority for the Township of North Bergen. As part of the program, DMR designed renovations to 8,000 square feet and a 5,000 square foot addition to a former TD Bank. The construction cost of the project was approximately \$4 million.

The project was extremely important to the township because the existing facilities were outdated, undersized and unsafe for employees and visitors. The renovation of the new court now provides the township with a dedicated court outside of Town Hall, where the court previously shared space with the police department. The building offers triple the space as their former facility, while accommodating a high-volume operation and providing more parking, thus resolving two major issues the urban community faced.

The front of the building houses the North Bergen Parking Authority, which leases 40% of the building from the township.

DMR worked closely with township leaders to put together a program and re-design the former bank space to meet all state legislative requirements, which include strict safety and security standards for courts.



Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



HUDSON COUNTY PLAZA

Jersey City, New Jersey



DMR completed a feasibility study, followed by the conversion of a 340,0 square foot existing building into a county facility for the Hudson Cour Improvement Authority. The construction cost of the gut-renovation project total \$46 million.

The building, which had existed on the 16-acre site since 1928, was once t national headquarters for Block Drug, which developed, manufactured and market pharmaceutical and household products.

The building was renovated to serve various county departments including the sher 911 center, Rutgers Cooperative, Department of Family Services, county clerk, cour registrar, veterans affairs, Superintendent of Elections, Board of Elections, Boz of Taxation, Division of Road and Public Property and the Division of Commun Development. Shared space for all of the departments includes a conference ar The building also included a new, county-operated chest clinic.

This major relocation was part of the county's plan for increased consolidation a efficiency in providing services to the Hudson County community. The county h previously leased spaces for it's departments throughout the county.

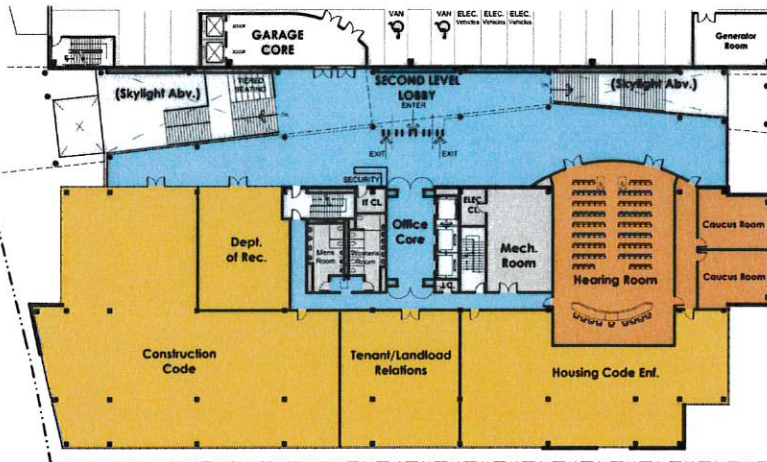
The building was designed to support the neighborhood, as exterior improvemen included a small public park, widened sidewalks, new landscaping and new b stops.

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



CITY HALL ANNEX AND PARKING GARAGE

Jersey City, New Jersey



DMR was retained by a private developer to provide two key architectural services for a 125,000 square foot City Hall Annex office building, a 1,200 car parking garage and 50,000 square feet of retail space on behalf of the City of Jersey City and the Jersey City Redevelopment Authority.

Through a Public-Private Partnership (PPP), the developer was designated as the redeveloper of the city-owned property with ultimate ownership and use by the city. As a member of the development team, DMR provided professional services via Design/Build format.

The PPP business model has proven to be an effective project delivery methodology which decreases project cost, expedites

the project completion timeframe, increases project quality and provides certainty to the public sector client via a guaranteed maximum pricing structure. Financing is generally done by the private sector at competitive, tax exempt financing rates and is done off balance sheet, as not to affect the public sector's bonding capacity.

The estimated construction cost of the project was \$120 million, and the building was designed using LEED principles. The project was expected to be a catalyst for development in the distressed area surrounding City Hall. The project reached 30% construction documents and a guaranteed maximum price before the city cancelled the project due to the economy.



REFERENCES

CLIENT
CITY OF GARFIELD

CONTACT PERSON

Thomas J. Duch, Esq.
City Manager

111 Outwater Lane
Garfield, NJ 07026
973-340-2001 • tduch@garfieldnj.org

TOWNSHIP OF WAYNE

Mark McGrath
Captain, Wayne Police Department

475 Valley Road
Wayne, NJ 07470
973-633-3580 • mcgrathm@waynetownship.com

COUNTY OF MIDDLESEX

John Pulomena
County Administrator
P
75 Bayard Street
New Brunswick, NJ 08901
732-745-3040 • john.pulomena@co.middlesex.nj.us

BOROUGH OF SOUTH TOMS RIVER

Joseph Kostecki
Borough Administrator/Municipal Clerk

144 Mill Street
South Toms River, N.J. 08757
732-349-0403 • joseph.kostecki
@boroughofsouthtomsriver.com

**HUDSON COUNTY SCHOOLS OF
TECHNOLOGY & CITY OF JERSEY CITY**

Nicholas Fargo
*Business Administrator, Hudson County Schools of Technology
(current position)*

2000 85th Street
North Bergen, NJ 07047
201-662-6662 • nfargo@hcstonline.org

CITY OF ASBURY PARK
ARCHITECTURAL CONSULTANT

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

SECTION 4

Cost Details





HOURLY RATES

President & CEO	\$180.00
General Counsel, Partner	\$170.00
Senior Project Manager, Partner or Associate	\$150.00
Senior Interior Designer	\$130.00
Project Manager	\$145.00
Project Architect	\$135.00
Project Planner	\$135.00
Director of Construction Administration, Associate	\$135.00
Construction Administration Technician	\$45.00
Junior Architect	\$85.00
Director of Business Development	\$110.00
Marketing Director	\$110.00
Administration	\$75.00

CITY OF ASBURY PARK
ARCHITECTURAL CONSULTANT

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

SECTION 5
Legal and Business Documents



CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification **11257**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-JUN-2013 to **15-JUN-2020**



DMR ARCHITECTS, P.C.
777 TERRACE AVENUE SUITE 607
HASBROUCK HGTS. NJ 07604


Andrew P. Sidamon-Eristoff
State Treasurer

03/20/14

Taxpayer Identification# 223-119-428/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
DMR ARCHITECTS P.C.

ADDRESS:
777 TERRACE AVE 6TH FLOOR
HASBROUCK HEIGHTS NJ 07604-3113
EFFECTIVE DATE:

08/28/91

TRADE NAME:
DMR ARCHITECTS
SEQUENCE NUMBER:
0079760

ISSUANCE DATE:
03/20/14


Director
New Jersey Division of Revenue

FORM-BRC

(04-08), D205846V

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

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT, made on Date , by and between

 Client , a body politic and corporate of the State of New Jersey, with administrative offices at Address , hereinafter referred to as the "Client"; and

 DMR ARCHITECTS , located at Heights Plaza, 777 Terrace Avenue, Hasbrouck Heights, New Jersey, 07604, hereinafter referred to as the "Consultant,"

WITNESSETH:

WHEREAS, Client has issued a Request for Qualifications for an Architect of Record for the 2019 Calendar Year, pursuant to a Fair and Open Process; and

WHEREAS, the Consultant has submitted its Qualifications in response to the said RFQ; and

WHEREAS, the Client has determined that Consultant has the requisite qualifications and expertise to perform said services; and

WHEREAS, the Client has adopted Resolution No. , dated , selecting the Consultant and authorizing the preparation of said agreement;

NOW, THEREFORE, in consideration of the premises, and of the covenants, terms and conditions hereinafter set forth, the parties agree as follows;

1. On an as needed basis, and as required and requested by the Client, the Consultant shall perform professional architectural services for which it is qualified. Upon the Client's request, the Consultant shall prepare a scope of work for the assignment(s) and provide a professional fee and reimbursable allowance, which shall either be a fixed fee based on the hourly rates provided herein as Exhibit A or based on the said hourly rates. The said scope of services and professional fee (for each assignment) shall be attached hereto as "Exhibit "B" and expressly made a part thereof.
2. The Consultant shall perform its services in a manner consistent with that level of care and skill ordinarily exercised by others under similar circumstances at the time the said services are

performed. The Consultant shall provide skilled personnel and equipment to properly carry out its services.

3. Consultant's services and workproduct will conform to the applicable laws, rules, regulations, ordinances, codes, orders where the Project is located at the time the Project was designed.
4. Work shall be performed under the direct supervision of a licensed professional registered in the State of New Jersey and said work shall be certified by him or her as required by law.
5. It is understood that the Consultant shall indemnify and hold Client harmless from any and all claims that may be filed either in equity or law arising from the Consultant's negligent acts, errors or omissions during the performance of this contract.
6. The Consultant shall furnish, without additional cost to the Client, its business standard professional liability insurance, automobile insurance, comprehensive general liability insurance and worker compensation for all individuals engaged and/or hired by herein connection with the work pertinent to this project.

7. Affirmative Action

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

(1) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

(2) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

(4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the American Disabilities Act.

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

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

(7) The contractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable court decisions.

(8) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(9) The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
 Certificate of Employee Information Report
 Employee Information Report Form AA302

(10) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

8. Public Works Contractor Registration Act.

The "Public Works Contractor Registration Act" (PWCRA) set forth in N.J.S.A. 52:32-33 et. Seq., effective June 29, 2004, requires that all contractors, including named subcontractors, *register* with the Department of Labor engaging on certain public works contracts that exceed the prevailing wage threshold in the prevailing wage law (N.J.S.A. 34:11-56.26 et seq.). "Proof of Registration" means a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue.

9. New Jersey Business Registration Requirements

A. The contractor shall provide written notice to its subcontractors of its responsibility to submit proof of a business registration certificate (BRC) to the contractor.

B. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration certificate (BRC) of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

C. For the term of the contract the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

D. Contracts that are less than 15% of the client's bid threshold (\$3,150 as of August 31, 2005, 2005) are not covered by the section of law.

E. Subcontractors:

(1) No Consultant shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to N.J.S.A. 34:11-56-48 at the time the bid is made. N.J.S.A. 34:11-56.51.

(2) The Consultant shall give written notice directing all subcontractors to comply with subsection N.J.S.A. 52:32-44(b) by providing a copy of the subcontractors' proof of valid business registration to the Consultant for forwarding to the contracting agency. N.J.S.A. 52:32-44(d).

(3) After bid proposals are received, and prior to contract awards, the contractor must submit to the public entity copies of all listed subcontractors. N.J.S.A. 34:11-56.55.

(4) The contracting agent must review the Consultant and the subcontractor's certificate to be sure they were in effect at the time the bid proposals were received.

(5) Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.

(6) The law requires subcontractors at all levels (tiers) to provide proof of registration to their (sub) contractors until they reach the direct contractor. The contractor has the obligation to obtain these

certificates and file them with contracting agency prior to receiving final payment. Please keep in mind the "knowingly" provision of the definition of a subcontractor.

10. New Jersey Prevailing Wage Act.

A. The Consultant shall comply with the "Prevailing Wage" law as set forth in N.J.S.A. 34:11-56,26 et. Seq. The prevailing wage threshold is \$2,000 for all non-municipal entities such as counties.

B. The Consultant shall comply with all applicable statutory provisions to which he is subject to respecting minimum wages, maximum hours of employment and limitation as to age of employees and otherwise, and further agrees that if subsequent legislation shall require observance of minimum wages or maximum hours of employment or limitation as to the age of employees, this Contractor, shall upon request of the Client, be subject to modification to accord with such statutory requirements to the extent authorized or required by law, but without additional cost to the Client. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature applicable to this contract which cannot be adjusted by the Client, the matter shall be referred to the Commissioner of Labor for determination and his decision shall be conclusive on all parties to the contract.

C. The Consultant shall be required to pay all workmen engaged in the performance of the contract the prevailing rate of wages as ascertained from the Commission of Labor and Industry in the locality in which the public work is to be performed for each craft or trade or classification of all workmen needed to perform the contract during the anticipated term thereof. The Consultant shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him/her in connection with any public work, which records shall be preserved for two years from date of payment; and the Consultant shall post the prevailing wage rates for each craft and classification involved, as determined by the Commission of Labor and Industry, including the effective date of any changes thereof in prominent and easily accessible places at the site of the work and at such place or places as used by them to pay workmen their wages. The Consultant shall file written statements upon request, certifying to the amounts then due and owing to any and all workmen for wages due on account of the public work. The statements shall set forth the names of the persons whose wages are unpaid and the

amount due to each and shall be verified by the oath of the contractor. In the event it is found that any workman employed by the Consultant for the performance of the work herein, is paid less than required wage rates, the Client may terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages, and thereupon the Consultant and his/her sureties shall be liable to the Client for any excess and costs occasioned thereby. The prevailing wage rate in the locality for the craft or trade or classification of all workmen needed to perform the contract during the anticipated term hereof is attached as Schedule "A" and made a part hereof.

11. It is understood that the within agreement has been awarded without competitive bidding as a professional services under the provisions of the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

IN WITNESS WHEREOF, the Client has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed and the said Consultant has hereunto set her hand and seal the day and year first above written.

DATE;

WITNESS

DMR ARCHITECTS

Lloyd A. Rosenberg, President

DATE;

WITNESS

CLIENT

Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3.H.11.b**
2/20/2018

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

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

PRODUCER Prosurance Redeker Group Ltd 111 Broadway Suite 1404 New York NY 10006	CONTACT NAME: Gregory Kumm PHONE (A/C, No, Ext): (212) 693-1550 FAX (A/C, No): (212) 406-0924 E-MAIL ADDRESS: Greg@proredinsure.com
INSURED DMR Architects, P.C. 777 Terrace Avenue Hasbrouck Heights NJ 07604	INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL INSURANCE COMPANY OF NJ INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: MASTER COI** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Architects Professional & Pollution Liability Ins.			AEH591916635	1/29/2018	1/29/2019	\$3,000,000 Per Claim \$25,000 Per Claim Dec \$3,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Kumm/DHICK
---	--

Attachment: Architect - DMR Architects (2019-102 : Architect Appointment 2019)



DMRARCH-01

IHE 3.H.11.b

DATE (MM/DD/YYYY)
10/11/2018

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Scirocco Group - Main Office 777 Terrace Avenue Suite 309 Hasbrouck Heights, NJ 07604	CONTACT NAME: Ingrid Hernandez, CISR	
	PHONE (A/C, No, Ext): (201) 727-0070 260 E-MAIL ADDRESS: ihernandez@sciroccogroup.com FAX (A/C, No):	
INSURED DMR Architects, PC 777 Terrace Avenue Ste 607 Hasbrouck Heights, NJ 07604	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp Ben \$1MM/2MM GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6011712992	09/20/2018	09/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6011712992	09/20/2018	09/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			601187366	09/20/2018	09/20/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ Aggregate \$ 8,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6011713057	09/20/2018	09/20/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Property

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



REQUEST FOR QUALIFICATIONS - 2019 CITY ARCHITECT FOR THE CITY OF ASBURY PARK

REQUEST FOR QUALIFICATIONS 2019 CITY ARCHITECT FOR THE CITY OF ASBURY PARK

DECEMBER 27, 2018

Purchasing Agent
ATTN: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)



NETTAARCHITECTS

1084 Route 22 West
Mountainside, NJ 07092
(p) 973.379.0006
(f) 973.379.1061
www.nettaarchitects.com



NETTAARCHITECTS

December 27, 2018

Purchasing Agent
ATTN: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

RE: Request of Qualifications - 2019
City Architect for the City of Asbury Park

Dear Ms. Lizardi:

Netta Architects, is pleased to submit the following qualifications for your consideration in response to the City of Asbury Park's Request for Qualifications for City Architect. Established in 1995, **Netta Architects** is an award winning and highly successful architectural firm proudly holding an excellent reputation with an impressive public client list of local municipalities, counties and state agencies.

Netta Architects has extensive experience designing and managing county and municipal buildings, correctional/detention facilities, educational facilities, emergency response facilities, transportation facilities, libraries, courthouses, administrative offices, etc. These projects vary in size, scope and complexity and often include historic restorations. **Netta Architects** is one of the few New Jersey based architectural firms that are listed on the State of New Jersey Historic Preservation Office's (SHPO) list of experienced historic preservation firms. Additionally, we are prequalified with NJDPMC in Architecture, Estimating, Cost Analysis, Historical Preservation/Restoration, Roofing Consultant/Inspection and Value Engineering.

Netta Architects is well aligned to provide all required architectural services to the City of Asbury Park. **Netta Architects** has managed many successful county projects throughout New Jersey. We are excited by this opportunity to submit our qualifications for your review and look forward to having the opportunity to work with the City of Asbury Park on upcoming projects.

Please be advised that neither **Netta Architects** nor myself have any existing ethics violations. Please do not hesitate to contact us should you require any additional information.

Respectfully submitted,

Nicholas J. Netta, AIA, o
Principal

1084 Route 22 West
Mountainside, NJ 07093
P: 973.379.0006
F: 973.379.1061

www.nettaarchitects.com

New York
New Jersey
Dallas
Florida

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

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I. SCOPE OF SERVICES

PROJECT APPROACH & UNDERSTANDING

Netta Architects has extensive experience with projects in the public sector whose primary parameters are very similar to the requirements set forth in this RFQ for Architect. **Netta Architects** enjoys relationships with many government agencies, municipalities and public sector clients including Monmouth County, Red Bank, Eatontown, Matawan, Long Branch, Neptune and Keyport.

As a firm that specializes in providing services to public entities, **Netta Architects** is intimately familiar and highly experienced with all of the regulations and standards required by state agencies including NJDCA, NJDEP and NJ SHPO. **Netta Architects** is one of the few New Jersey based architectural firms that are listed on the New Jersey Historic Preservation Office's (HPO) list of experienced historic preservation firms. Additionally, we are prequalified with NJDPMC in Architecture, Estimating/Cost Analysis, Historical Preservation/Restoration, Roofing Consultant/Inspection and Value Engineering. Our extensive experience in the public sector includes projects of all magnitudes, scopes, costs and complexities including the design of new and renovated police and fire stations, courthouses, municipal buildings, educational facilities, libraries, parks and community centers. **Netta Architects** would perform all the planning, architectural design and interior services in-house using our talented professional staff.

When requested, **Netta Architects** will provide the City of Asbury Park with a complete and comprehensive design team necessary for each specific project. We have long standing relationships with many highly qualified and experienced local consulting firms that specialize in MEP/FP, site/civil, structural, landscaping, environmental, telecommunications, voice/data, audio visual, lighting, security, acoustical, cost estimating and food service design. We have identified the following services that we would subcontract out:

- Mechanical, Electrical, Plumbing, Fire Protection
- Structural
- Site/Civil, Landscaping, Environmental
- Telecommunications, Voice/Data, Audio Visual, Lighting, Security

Netta Architects commitment to the environment is proven by our extensive sustainable design experience. We have completed numerous LEED® certified buildings in the public sector and are proud to provide these services to our clients. In these economic times it is invaluable for the public sector to reduce its overall energy consumption and life cycle maintenance costs.

Netta Architects is prepared to provide the City of Asbury Park with all requested for architect that would be required on a project by project basis. We have extensive experience assisting clients through the entire design and construction process from Investigation through Construction Administration. Below is an overview of the services that we anticipate may be required on various projects:

Investigation, Documentation and Schematic Design

- Kick-off meeting with the City and other stakeholders to gain a complete understanding of the project, expectations, schedule, current issues and other relevant sharing of information;
- Coordinate a Programming Meeting with the City to assess spatial needs;
- Collection and review of all existing building documentation (i.e. drawings, inspection reports, code violations, warranties, operation and maintenance manuals, etc.);
- Complete walk-through of the entire building exterior and interior spaces;
- Site inspection of existing mechanical, electrical, plumbing and structural systems; and
- Documentation of existing building conditions (floor plans and elevations).

Feasibility Report (when required)

The Final Feasibility Report will address the following:

- Report Introduction;
- Statement on existing building conditions including MEP and structural systems;
- Statement on additional upgrades and improvements to the existing building;
- Preliminary schematic floor plan drawings;
- Project Cost Estimate including construction costs, design fees, contingencies and other applicable soft costs;
- Statement on assessment of obtaining approvals (i.e. SHPO);
- Statement addressing constructibility issues; and
- Executive Summary and Recommendations.

Design Development

Upon completion of the overall general building and site design decision making process, **Netta Architects** will begin preparation of the Design Development Documents. Site plan, floor plan and elevation designs will become more refined during this phase including the incorporation of furniture layouts, building sections, wall details, casework, ceiling plans, door schedules, etc.

Building infrastructure and systems such as structural, mechanical, electrical, plumbing and fire protection will become more refined during this phase. All refined design documents, including cut sheets of proposed equipment and samples of proposed materials will be provided for review and approval during a final Design Development meeting with the County.

The Construction Cost Estimate will be updated to reflect any changes from the Schematic Design Phase. Outline specifications will be provided that summarize building materials, systems, components, etc.

Final Design and Contract Documents

Netta Architects takes great pride in delivering ideal construction documents that facilitate both tight public bidding and contract administration resulting in very minimal change orders. This is achieved through a well-written specification without “loopholes” for less expensive inferior product substitutions and through a comprehensive complete set of drawings. Every element will be specifically drawn and referenced appropriately.... not left to the interpretation of the contractor. Overall, “exceptional” contract documents are, without question, the key to providing the City of Asbury Park with successful projects, both on time and within budget.

A complete set of final Construction Documents and Project Manual will be submitted to the City that incorporate any revisions from the Design Development Phase. Front end documents will be coordinated with the City’s standard requirements. Upon receipt of any City comments, the final Construction Documents and Project Manual will be revised and submitted to the applicable agencies for code review and comment.

Netta Architects in-house Quality Control Reviewer will check the construction documents thoroughly for any potential errors and omissions. Establishing quality control techniques throughout all phases of a project will minimize any requests for information during the bid phase; thus reducing construction change orders.

Advertisement and Bid

Netta Architects will assist the City of Asbury Park during the Bidding Phase including attendance at the Pre-Bid Conference, responding to requests for information during bidding and issuance of addenda, if required. **Netta Architects** will attend the bid opening, tabulate all submitted bids and make a recommendation of the lowest qualified bidder.

Construction Administration

Netta Architects will attend the construction kick-off meeting and subsequent bi-weekly job meetings to verify that the project is built in conformance with the approved construction documents. These meetings will be attended by a **Netta Architects'** Project Manager who has the knowledge and authority to make decisions immediately on-site. **Netta Architects'** consultant team (when applicable) will also attend necessary job meetings as required.

Netta Architects will review all shop drawing submissions, respond to request for information, and review contractor's requests for payment and change orders during construction. If required, our team will issue field sketches to supplement the construction documents. All activities will be conducted and completed in a timely manner and in full conformance with the time periods outlined in the RFQ.

Upon completion of construction, **Netta Architects** and its consultant team will issue a construction punch list and will advise the City when the project is substantially completed. **Netta Architects** will review contractor's submitted closeout documents (i.e. operations and maintenance manuals, warranties, etc.) and make a recommendation to the City when the contractors have met all contract document requirements.

MANAGEMENT APPROACH

Netta Architects applies a proactive creative management approach to all of our projects. We believe in assigning the right person for the required task. We strive to deliver cost effectiveness, efficiencies and functionality.

Netta Architects strives to deliver personalized service to each of our clients. We apply a single point of responsibility theory by establishing an individualized point of contact throughout the project. This system establishes a personalized level of service and appropriate communication to a single point of contact throughout the design process.

Netta Architects prides itself on providing tight project coordination between our firm and our consultants. We have developed a long standing relationship with each of our consultants on our project team. **Netta Architects** maintains a project schedule and utilizes a phased submission system to keep our clients involved in the design process. Our mission is to deliver to projects that are cost effective and exceed our client's expectations.

Netta Architects maintains a streamlined QA/QC process; projects are thoroughly reviewed at every level prior to submission. We have repeatedly delivered projects with low change order levels and are very comfortable working in the public sector design-bid-build environment.

In closing, we believe that we are fully capable of handling any potential project assignment that the City of Asbury Park may require throughout the contract duration and can guarantee that we will deliver creative, dynamic and responsive approaches to any potential project.

II. FIRM, TEAM & RESUMES

FIRM BACKGROUND

Netta Architects, LLC was established in 1995 as a full service architectural firm and is located in Mountainside, New Jersey, Manhattan, New York, Dallas, Texas & Florida. Since its inception over 20 years ago, **Netta Architects** has positioned itself as one of the leading architectural firms in the tri-state area, completing over \$150 million dollars in design work annually.

Netta Architects has won numerous design awards and has broadened the scope of its practice, expanding to a national level, with a new office opening in Florida and recently completed design projects throughout the northeast, mid-west and southern regions. Currently, the firm employs a staff of 40 professionals, which includes architects, engineers, planners, interior designers, and project managers all dedicated to one goal – client service with innovative design.

Our talented team of design professionals continually strives to assist our valued client base with quality design, project cost control, and schedule management. Over the last two decades, we have established a proven track record of success delivering a variety of complex public and private projects on time and within budget.

Key Contact Persons:	<i>Total Staff:</i>	40 employees
	<i>Registered Architects:</i>	15
	<i>Certified Interior Designers:</i>	2
	<i>LEED® Certified Designers:</i>	5
	<i>Professional Planners:</i>	2



FIRM INFORMATION & KEY CONTACTS

Firm Name:

NETTA ARCHITECTS

1084 Route 22 West
Mountainside, New Jersey 07092
(p) 973.379.0006
(f) 973.379.1061
Info@nettaarchitects.com
Tax ID: 14-1837265

NETTA ARCHITECTS, LLC has been in business for a total of 24 years under the direct and continual direction of Nicholas J. Netta, AIA NCARB as described below:

NETTA ARCHITECTS, LLC (for 15 years) is a Limited Liability Company, designated as a S-Corp registered in the State of New Jersey, Effective June 3, 2002 with Nicholas Netta as the sole stockholder, owning 100% of the shares, previously d/b/a.

Nicholas J. Netta Architects and Associates, (for 2 years) a Limited Liability Company registered in the State of New Jersey, with Nicholas J. Netta being the sole stockholder owning 100% of the shares from February 2000; and previously d/b/a.

Nicholas J. Netta, R.A., (for 7 years) a sole proprietor, since 1995 holding 100% ownership.

NETTA ARCHITECTS, LLC has a staff of 40 employees at this location who will service this project.

Key Contacts:

Nicholas J. Netta, AIA, NCARB

Principal-in-Charge
nnetta@nettaarchitects.com

Laurence K. Uher, AIA, LEED® AP

Senior Principal
luher@nettaarchitects.com

Francisco J Melendez, Sr., AIA

Principal
fmelendez@nettaarchitects.com

Mark E. Bess, AIA, NCARB

Principal
mbess@nettaarchitects.com

Hong, Jin, AIA, NACARB, ASID, LEED® AP

Principal
hjjin@nettaarchitects.com



NETTAARCHITECTS





NETTAARCHITECTS

FIRM PROFILE NETTA ARCHITECTS

Our Firm

With a seasoned professional staff of architects, planners, and interior designers, **Netta Architects** provides building design services for projects ranging from complex multi-use municipal facilities, to support of public agency and education clients on ongoing facility renovations and upgrades, as well as highly intricate healthcare facilities.

Since its founding in 1995, **Netta Architects** has gained a well-earned reputation as a leader in the design community with a portfolio of high profile projects, award winning architecture, and a strong repeat client base. With offices in, New Jersey, New York City, Florida and Dallas. **Netta Architects** is a firm that prides itself on providing progressive solutions that exceeds client expectations and enhances the human experience. Our ability to customize our project approach for our diverse client base and project types drives us to be *different by design*.

Our Philosophy

Netta Architects' mission is to create enduring, sustainable architecture through design innovation and client service that is *different by design*. Our goal is to:

- Deliver innovative and creative architectural design.
- Build successful and enduring relationships.
- Bring value to the development team.

Our Qualifications

Netta Architects provides professional design, planning and interior services for clients in the public, private and non-profit sectors, from municipal to education in addition to housing and healthcare. Our firm has LEED® accredited professionals and is certified by the Historic Preservation Offices in the states of NJ, NY and FL enabling us to address project criteria, grants, approval and certification to meet sustainable design goals and historic restoration/preservation mandates.

Our Markets

Building a lasting partnership with our clients is paramount at **Netta Architects**. Each project team is staffed with professionals who have design leadership, technical skill, and foster stakeholder engagement and well-informed decisions at every stage of a project. The diversity of our talented staff's experience is manifested in our commitment to excellence in the following markets:

- Municipal Administrative Buildings, Courts, Correctional Facilities and Libraries
- Emergency Services: Police, Fire, 911 and EMS
- K-12 Education
- Healthcare
- Higher Education
- Multi-Family Housing & Mixed-Use
- Hospitality
- Retail

Our Commitment

Netta Architects pledges to collaborate with each client to develop a shared vision and facilitate a design process that results in a successful project. Over many years, we have built a management team and delivery process based on **Relationships**, **Design Quality** and **Results** that have consistently exceeded our clients' expectations.

Relationships

Client service and relationship building is a hallmark of our firm's reputation; we build trust and commitment from our first meeting where we engage our clients' in the areas of vision, budget and design criteria. We have successfully built a network of allied professionals and experts, extending the spectrum of services to include site selection, early approvals, feasibility and preliminary budgets to ensure we start on the path to success.

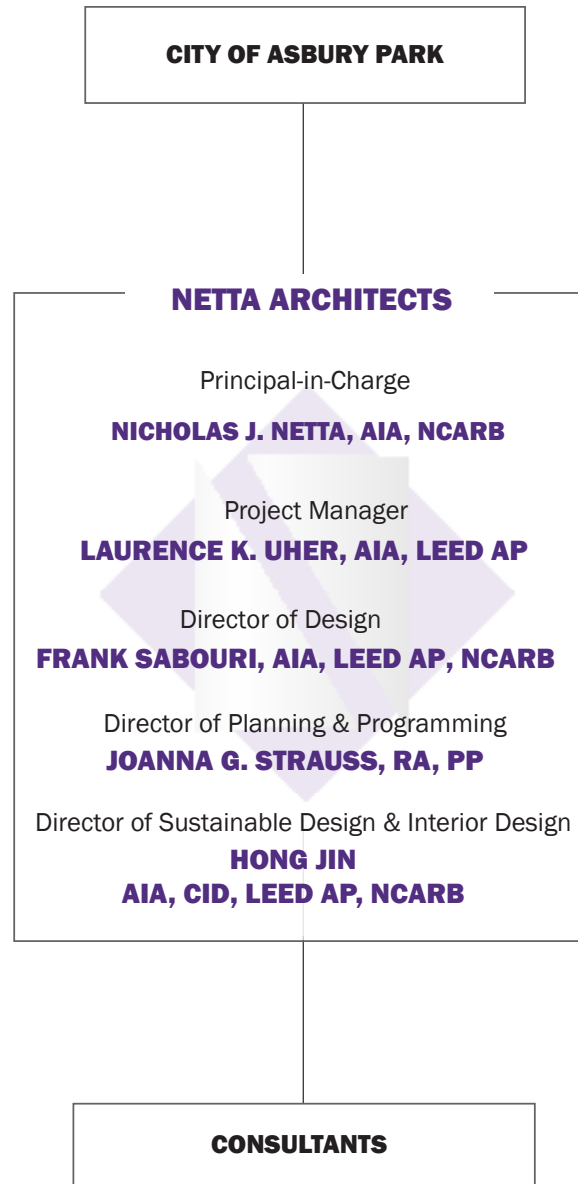
Design Quality

Quality permeates every aspect of our work: from the initial process that engages stakeholders, our graphic presentations, technical accuracy of our drawings to attention to detail in the field. We welcome the challenge of sustainability targets, new materials and construction techniques, and complex project logistics, often in the context of public bid environments, always seeking the best design value for each client.

Results

Netta Architects measures its success by the value we deliver to our clients, by more than just meeting project and budget criteria. We challenge the traditional paradigms of project development and delivery by addressing project funding issues with innovative approaches such as public-private partnerships, alternative project delivery methods, and grant writing support. We take a proactive role in making personal project connections and building a collaborative team of professionals that delivers results

ORGANIZATIONAL CHART



AREAS OF EXPERTISE

NETTA ARCHITECTS, LLC as an Award-winning LEED® accredited design firm possess extensive experience in the following areas:

NEW BUILDING DESIGN

Educational Facilities
Public Safety Facilities
Emergency Response Facilities
Recreational Facilities
Transportation Facilities
Detention Facilities
Healthcare Facilities
Commercial Facilities

RENOVATION

Window Replacement
Interior Alterations
Roof Replacement
Exterior Envelope Repair

HISTORIC RESTORATION

Assessment of Need Studies
Exterior Restoration
Interior Restoration

- *Netta Architects is certified by the State of New Jersey's Historic Preservation office as an expert in the field of preservation.*

VERTICAL TRANSPORTATION

Elevator Design & Replacement

INTERIOR ARCHITECTURE

Interior Design
Furnishings, Fixtures and Equipment Selection
Space Planning
Sustainable Interiors & Finishes
Way Finding



DESCRIPTION OF PROFESSIONAL SERVICES

NETTA ARCHITECTS, LLC is a full service architectural and interior design firm, will perform the following work in-house:

- Feasibility Study
- Site Selection Analysis
- Architectural Programming
- Budgetary Estimating
- Architectural Design
- Board Presentations
- Document Preparation
- Bid Assistance
- Construction Administration
- Interior Design

NETTA ARCHITECTS, LLC in providing full design service will subcontract the following design work:

- Site/Civil Engineering/Survey
- Environmental Engineering
- Geotechnical Engineering
- MEP/Fire Protection Design
- Structural Engineering
- Information Technology
- Landscape Architecture
- Historic Consultant
- Telecom, Voice, Security, Sound & Acoustical





NICHOLAS J. NETTA

AIA, NCARB

PRINCIPAL-IN-CHARGE

Professional Registrations:

New York, New Jersey, Pennsylvania,
Massachusetts, Texas, Florida

Professional Experience:

30+ years

Education:

New Jersey Institute of
Technology
School of Architecture
Bachelor of Architecture, 1986

Professional Affiliations:

- American Institute of Architects
- National Council of Architectural Registration Boards
- Restore National Trust for Historic Preservation
- National Trust for Historic Preservation
- Past President - New Jersey State Board of Architects

Project Experience:

- Elizabeth Police Headquarters
- Union County Fire Training Facility
- Hudson County Prosecutor's Office
- Elizabeth City Hall Cupola
- Piscataway Municipal Complex Library & Senior Center
- Galloping Hills Golf Club
- Warinanco Sports Complex and Ice Rink

Since founding the firm in 1995, Mr. Netta has successfully moved the company into several diverse core markets, which has resulted in the firms completion of a significant number of architectural works throughout the Metropolitan Area. His focus is not only to increased the firms presence in the NY/NJ market but a geographical expansion into Miami and Dallas.

Under Mr. Netta's leadership and creative direction, Netta Architects has become a leading public sector design firm in the Metropolitan Area and has received a multitude of design awards. Under his direction, Netta Architects consistently strives to achieves design excellence and to deliver innovation solution. Mr. Netta is known for his unique ability to solve complex design issues which is evident by the large number of building types in his portfolio.

Mr. Netta is a graduate of the New Jersey Institute of Technology, School of Architecture, where he presently serves on the Dean's Executive Council; he is a member of the American Institute of Architects and holds a National Council of Architectural Registration Boards certificate.



LAURENCE K. UHER

AIA, LEED AP

PROJECT MANAGER

Professional Registrations:

New York, New Jersey

Professional Experience:

30+ years

Education:

New York Institute of
Technology School of Architecture
Bachelor of Science in
Architectural Technology, 1986

Professional Affiliations:

- American Institute of Architects
- Habitat for Humanity of Bucks County
- Board of Directors

Related Project Experience:

- Union County Family Court, Elizabeth, NJ
- Union County Vocational Technical School – West Hall Addition, Scotch Plains, NJ
- Hollowbrook Community Center, Ewing Twp., NJ
- Roselle Mind & Body Community Center Complex, Roselle, NJ

Through his 30 years of practice, Larry's career accomplishments include numerous building types of various size and complexity, including master-plan development, new construction, additions, alterations, renovations, modular construction and historic renovation work in New Jersey, Pennsylvania and New York. As a LEED® Accredited Professional, Larry has completed several certified sustainable design projects and renewable energy projects within the public and private sectors.

Drawing on his extensive and diverse management experience to lead Netta's team of project managers, Larry employs a hands-on approach, consistent and effective client interaction along with promoting a culture of constant improvement within the firm.

A graduate of the New York Institute of Technology's School of Architecture, Larry is a member of the American Institute of Architects and sits on the Board of Directors of the Bucks County Affiliate of Habitat for Humanity.



FRANK SABOURI

AIA, LEED AP, NCARB

DIRECTOR OF DESIGN

Professional Registrations:

New Jersey, New York, Massachusetts

Professional Experience:

35 years

Education:

University of Pennsylvania,
Master of Architecture
(Louis Kahn Studio), City Planning
and Urban Design
Tehran University,
Masters of Architecture
Specialized Courses at GSD,
Harvard University

Professional Affiliations:

- American Institute of Architects
- National Council of Architectural Registration Boards
- World Bank Consultants
- US Green Building Council

Related Project Experience:

- Town of Dover - Municipal Building Complex, Dover, NJ
- New Jersey Community College - Dorms/Mixed Use, Building 2 Jersey City, NJ
- St. Peter's University - Dormitory Tower at Montgomery Street Jersey City, NJ
- Union County Sports Complex - Oak Ridge Park, Scotch Plains, NJ
- Warinanco Ice Rink - Union County Park System

Mr. Sabouri brings to the team decades of experience and expertise as an architect and urban designer. His master planning work includes multi-use complexes, campuses and corporate headquarters on urban, suburban, and greenfield sites. A commitment to ecological design and sustainable architecture has led him to explore and research design and technologies to establish guiding principles, prototypes and innovative solutions for clients' projects, both LEED and non-LEED certified.

As the Director of Design, his approach looks for opportunities to create compelling and sustainable design solutions for projects of all sizes, and he brings this enthusiasm to our clients and the design teams he leads. His knowledge about historic buildings and interest in context enriches the dialog we have with clients about aesthetics, materials and scale, and enhances the firm's ability to deliver great architectural designs. In a career spanning over 35 years, Mr. Sabouri has worked nationally and internationally on projects of all types and scales. He has led the programming and design of office, civic and public safety buildings, sports stadia, resorts, recreation, health and wellness communities, hospitals, senior living villages, casinos/hotels, schools and dorms, mixed-use communities and large-scale sustainable developments.

For a decade, Mr. Sabouri was Principal and Director of Design for a major multidisciplinary firm in New Jersey. He has worked for a number of east coast firms and has award-winning projects for schools, dormitories, historic renovations, and corporate headquarters to his credit. His international experience includes work in Shanghai where he completed the master plans and preliminary design for a numerous of urban design projects across China.

Mr. Sabouri began his career as a student and apprentice of Louis Kahn at the University of Pennsylvania, where he received a Master's Degrees in Architecture, City Planning and Urban Design.



JOANNA G. STRAUSS

RA, PP

PLANNING & PROGRAMMING

Professional Registrations:

New Jersey, Registered Architect
New Jersey Professional Planner

Professional Experience:

30+ years with several prominent
Architectural Firms

Education:

Graduate School of Management,
Rutgers University, MBA
New Jersey School of Architecture, NJIT
Bachelor of Architecture
Barnard College, Columbia University
Bachelor of Arts

Professional Affiliations:

- Educational Program Development: project goals, design criteria, trends and best practices, current and future space use that optimizes learning environments and available resources
- Past President - New Jersey Strategic Facilities Planning and Capital Project Development: budget and schedule framework, and implementation strategy

Related Project Experience:

- City of Newark Police Department: Strategic Facilities Plan
- City of Newark Fire Department: Strategic Facilities Plan
- Strategic plans for Eveready Battery, Bayer
- Richard Stockton College Master Plan

Over her 30-year career, Ms. Strauss has worked with dozens of public and private sector clients. Her interest and expertise is in master planning and programming, understanding the mission, future needs, and existing character and conditions, and finding the optimal way to grow with purpose within a set of compelling design principles. She collaborate with designers on architectural solutions that address needs and context as well as institutional vision, mission and funding priorities.

Expertise in planning and programming for public and private sector clients:

- Program Development: project goals, design criteria, trends and best practices, current and future space needs to optimize learning environments and the campus experience within available resources
- Strategic Facilities Planning and Capital Project Development: budget, schedule and implementation strategy, the framework for master planning projects

Ms. Strauss is an experienced facilitator and understands that successful design solutions are pragmatic as well as visionary. She is able to engage project stakeholders to realize the potential of the project and articulate a vision that can be approved by department leadership, administrations, public stakeholders, university boards and donors.

Prior to joining Netta Architects Ms. Strauss worked for several national and international firms and Rutgers University. As the Rutgers University Architect, she was responsible for planning and design on the three main campuses: New Brunswick, Newark and Camden. She collaborated with the Building and Grounds Committee, Construction Management staff, CMs and every University department to help realize a billion dollar capital construction program. The work touched every aspect of the campuses: teaching and research labs, classrooms, libraries, student centers and services, housing and gymnasias, administrative offices, special academic centers and agricultural stations, co-generation plants, recreation fields and landscaping.



HONG JIN

AIA RA, CID, LEED AP, NCARB

DIRECTOR OF SUSTAINABLE DESIGN & INTERIOR DESIGN

Professional Registrations:

New York, New Jersey

Professional Experience:

28 years

Education:

Pratt Institute
School of Architecture
Master of Science, 1988

Professional Affiliations:

- American Institute of Architects
- American Society of Interior Designers

Related Project Experience:

- Union County College - Student Service Center
- Union County College Vocational Technical School
- Galloping Hills Golf Center
- Union County Family Court
Elizabeth, NJ
- Newark, 5th Precinct Police Station
- City of Elizabeth -
Low-income Senior Housing
- North Hanover School, Pre-K-4th
Grade School, Joint Base
- Route 22 Restaurant, Union

Hong is an exceptional designer with education and experience in architecture, interior design and urban design. Her approach engages clients in exploring and envisioning the potential of space, design and color to create the best environment for their project. She works from the initial program phase the establish design criteria, and throughout the design process exploring alternative interior concepts and making the detailed decisions that ultimately help us exceed our clients' expectations.

In her role as Director of Sustainability, Hong oversees all sustainable design efforts and LEED® certified design projects in the office. She is a LEED® AP professional, and possesses working knowledge of the entire certification processes.

Hong is a graduate of Hunan University, College of Architecture located in Changsha, the capital of Hunan Province, China, where she earned a Bachelor of Architecture degree. Subsequently, Hong attended Pratt Institute School of Architecture and, in 1993, received a Master of Science degree in Urban Design. Hong is a registered architect, licensed in New York and New Jersey, she is an active member of the American Society of Interior Designers (ASID).

LICENSES

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

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

NICHOLAS J. NETTA
 1084 Route 22 West
 Mountainside NJ 07092

FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

07/24/2017 TO 07/31/2019
 VALID

21AI01254100
 LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
 DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

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Board of Architects

HAS LICENSED

LAURENCE K. UHER
 21 Emily Drive
 Richboro, PA 18954

FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

08/04/2017 TO 07/31/2019
 VALID

21AI01439400
 LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
 DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

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Division of Consumer Affairs

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HAS LICENSED

Hong Jin
 14 Rale Ter
 Livingston NJ 07039

FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

06/19/2017 TO 07/31/2019
 VALID

21AI01756700
 LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
 DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

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New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

FRANK F. SABOURI
 72 BALCORT DRIVE
 PRINCETON NJ 08540-7613

FOR PRACTICE IN NEW JERSEY AS A(N): **Registered Architect**

06/30/2017 TO 07/31/2019
 VALID

21AI01158300
 LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
 Signature of Licensee/Registrant/Certificate Holder

[Signature]
 DIRECTOR

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

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

JOANNA G. STRAUSS
 1084 Route 22 West
 Mountainside NJ 07092

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

05/07/2018 TO 05/31/2020
 VALID

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 LICENSE/REGISTRATION/CERTIFICATION #

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 Signature of Licensee/Registrant/Certificate Holder

[Signature]
 ACTING DIRECTOR

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

III. REVELANT PROJECT EXPERIENCE

MUNICIPAL REFERENCES

Phillip Scott, P.E.

Director of Engineering
Services City of Newark
920 Broad Street, Room 412
Newark, NJ 07102
(973) 733-6688

Joseph Graziano

Senior Director of Engineering
& Public Works Union County
2325 South Avenue
Scotch Plains, NJ 07076
(908) 789-3653

Daniel Sullivan

Director Union County
Improvement Authority
1499 US Highway One North
Rahway, NJ 07065
(908) 820-9710

Ronald Zuber

Director
Union County Parks
10 Elizabethtown Plaza
Elizabeth, NJ 07207
(908) 527-4200

Matthew D. Loper

County Engineer
Somerset County Dept. of
Public Works Engineering Division
20 Grove Street
Somerville, NJ 08876
(908) 231-7024

Marty Mayes

Director of Public Works
Planning & Economic
Development City of Orange
29 N. Day Street
Orange, NJ 07050
(973) 266-4030

Donald J. Travisano

Town Administrator
Town of Dover
37 N. Sussex Street
Dover, NJ 07801
(973) 366-2200 ext. 1227

John A. Delutis

Deputy Director Construction
Management County of Hudson
Hudson County Plaza
257 Cornelison Avenue
Jersey City, NJ 07302
(201) 369-2777

Armando Sanchez

Director of Golf Operations
Union County Parks
10 Elizabeth Plaza
Elizabeth, NJ 0807
(908) 527-4900

Brian Wahler

Mayor of Piscataway
455 Hoes Avenue
Piscataway, NJ 08854
(732) 562-2300

John Papetti

Director of Public Works
City of Elizabeth
50 Winfield Scott Plaza
Elizabeth, NJ 07201-2408
(908) 820-4106

Vito Gadeleta

Business Administrator
Township of Neptune
25 Neptune Blvd
Neptune City, NJ 07753
(732) 988-5200 ext. 232

Michael J. Burke, RA, LEED AP

Monmouth County
Division of Engineering
One East Main Street
Freehold, NJ 07728
(732) 431-7760 ext. 8578

REPRESENTATIVE MUNICIPAL EXPERIENCE

1. **DPW Facility** **Township of Neptune** **Neptune, NJ**

Netta Architects was recently awarded the design of a new public works complex for the Township of Neptune. This proposed project will include new administrative office space as well as vehicle garages and other ancillary uses.

Owner:	Township of Neptune
Contact:	Vito Gadaleta - Business Administrator (732) 988-5200 x232
Project Budget:	TBD
Project Completion Date:	TBD
LEED® Certification:	TBD

2. **Monmouth County Police Academy** **Township of Freehold** **Freehold, NJ**

Netta Architects was awarded the contract to expand and renovate the existing Police Academy. The proposed scope of work calls for additional class room space, lecture room, firing range, cafeteria, gym and locker rooms.

Owner:	County of Monmouth
Contact:	Robert Dawson - Under Sheriff (732) 431-6400
Project Budget:	TBD
Project Completion Date:	TBD
LEED® Certification:	TBD

3. **Housing Authority of the City of Elizabeth** **Multi-Site Project** **Elizabeth, NJ**

Netta Architects was awarded the project to design two (2) four-story housing buildings for the Authority. The project will consist of a total of 60 residential one and two-bedroom units, office space, community rooms and study areas.

Owner:	Housing Authority of the City of Elizabeth
Contact:	Jose Sabater - Director of Redevelopment (908) 965-2400 ext. 106
Project Budget:	\$ 12.0 Million
Project Completion Date:	Summer 2018
LEED® Certification:	Certified

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

4. Oak Ridge Park Sports Complex
County of Union
Clark, NJ

Netta Architects was selected by the Union County Improvement Authority to provide Professional Design services for a new 115,000 square foot multi-purpose sports facility for the County of Union to be located in the historic Oak Ridge Park. The project will contain two separate function spaces; one will serve as a full-time ice arena, the other a multi-purpose zone. The two function spaces are designed to interact with the central core area which contains restaurants, shops, office space and party rooms.

<i>Owner:</i>	<i>County of Union</i>
<i>Contact:</i>	<i>Armando Sanchez - Recreational Facilities Director</i>
	<i>(908) 241-4011</i>
<i>Project Budget:</i>	<i>\$ 41.0 Million</i>
<i>Project Completion Date:</i>	<i>2019</i>
<i>LEED® Certification:</i>	<i>Silver</i>

5. Hominy Hill Golf Clubhouse
Holmdel , NJ

Netta Architects was selected by the county of Monmouth Park Department to perform a complete renovation and alteration of the existing golf Clubhouse. The proposed design includes the complete reconfiguration of the interior along with a new addition.

<i>Owner:</i>	<i>Monmouth County Parks</i>
<i>Contact:</i>	<i>Gloria A. Cohen - Architect</i>
	<i>(732) 842-4000 ext 4294</i>
<i>Project Budget:</i>	<i>\$ 6.0 Million</i>
<i>Project Completion Date:</i>	<i>2018</i>

6. Ashbrook Golf Course
County of Union
Scotch Plains, NJ

Netta Architects was selected by the Union County Engineer's Office to provide Professional Design services for a 21,000 sf clubhouse to be located on the current clubhouse. The beautifully appointed two-story clubhouse will provide a 50-seat grill-style restaurant, bar, kitchen, pro shop, pro office, electric golf cart storage and terrace overlooking the golf course. The new clubhouse will be the recreational center for union county residents.

<i>Owner:</i>	<i>County Uof nion</i>
<i>Contact:</i>	<i>Armando Sanchez - Union County Director of Parks</i>
	<i>(908) 527-4200</i>
<i>Project Budget:</i>	<i>\$ 10.0 Million</i>
<i>Project Completion Date:</i>	<i>April 2019</i>
<i>LEED® Certification:</i>	<i>Certified</i>

7. Hudson County Prosecutor's Office Secaucus, NJ

Netta Architects was selected by the County of Hudson to provide Professional Design services for alterations and additions to four (4) existing masonry façade buildings with slate roofs at the Meadowview Campus, located at 575 County Avenue in Secaucus, NJ for the Hudson County Prosecutor's Office. The project will provide new spaces for the various specific divisions of the Hudson County Prosecutor in the existing Meadowview Buildings through alterations and modernization of the facility. Interior renovations shall be limited to unique use spaces, i.e. new holding cells, electronic surveillance, narcotics laboratory, new elevator, while modifications will be necessary to accommodate the specific needs and functional requirements of the user groups.

Owner:	Hudson County
Contact:	John Delutis - Deputy Director Construction Management (201) 369-2777
Project Budget:	\$ 18.0 Million
Project Completion Date:	Summer 2019

8. Expansion/Relocation of Dover City Hall Dover Township, Dover, NJ

Netta Architects was selected by the Township to prepare a detailed feasibility study outlining options to vertically expand the existing City Hall building or consider a relocation and construction of a new 30,000 sf Municipal Building.

Owner:	Township of Dover
Contact:	Donald Travisano, Town Administrator (973) 366-2200 ext 1. 127
Project Budget:	\$ 10.0 Million
Project Completion Date:	2019

9. Community Center Piscataway, NJ

Prime design consultants on a new state-of-the-art 112,000 sf, two-story YMCA facility. Building program includes a completion aquatic center, gymnasium, health club, recreation center along with computer training areas and associated office space. The building's structural system is a hybrid of a structural steel space frame and poured-in-place concrete.

Owner:	Township of Piscataway
Contact:	Mayor Brian Wahler (732) 562-2300
Project Budget:	\$ 38.5 Million
Project Completion Date:	Spring 2018
LEED® Certification:	Silver

10. Newark Housing Authority Newark, NJ

Located at the intersection of Central Avenue and Lock Street, the proposed mixed-use retail/office building establishes an important retail corridor facing the NJIT campus and offers large open plan layouts for office uses. With approximately 20,000 sf of ground floor retail space and over 100,000 sf of office space, the six-story building features an expansive private elevated outdoor planted plaza deck and an attached three story parking deck with over 400 spaces. The design provides separate entrances for office and retail uses as well as an open drive-through into the parking deck for office employees, shoppers and deliveries. The exterior colonnade with glass wall maximizes views of the NJIT campus along Central Avenue. The glass wall terminates at the sidewalk with a textured stone base which wraps each corner and creates separate private upper floor office entrances on Hoyt Street for the Newark Housing Authority and on Lock Street for tenant uses. The use of tinted glass, brick and metal panels across the façade extenuates the linear aspect of the building thereby projecting a warm and inviting scale to the street.

Owner: Newark Housing Authority
 Contact: Morris Warner - Director of Development
 (862) 755-3095
 Project Budget: \$ 43.0 Million
 Project Completion Date: Fall 2018

11. Elizabeth Police Headquarters Elizabeth, NJ

Netta Architects was chosen as the design consultant for the renovation of 4,638 SF Police Department ID unit which will house a Forensic Lab to process evidence. A Vehicular Processing Garage will be provided to gather evidence along with Offices for Detectives and a reception area. The Record Bureau Renovations is approximately 580 SF which includes a customer service window to the main lobby along with Officers and Sergeant's Office Renovations.

Owner: City of Elizabeth
 Contact: John Papetti - Director of Public Works
 (908) 820-4106
 Project Budget: \$ 2 Million
 Project Completion Date: Fall 2017

12. Warinanco Sports Center Roselle, NJ

Netta Architects was selected as the design consultant for the new 11,000 square foot clubhouse for the Warinanco Ice Rink located on the western end of Warinanco Park in Roselle, New Jersey. The new building will house county offices, ice skate rentals, a pro-shop, party and game rooms, food services, a large multi-purpose room and associated support spaces. The new clubhouse will allow the county Ice Rink facility to be open year round.

Owner:	County of Union
Contact:	Armando Sanchez - Recreational Facilities Director (908) 241-4011
Project Budget:	\$ 7.3 Million
Project Completion Date:	Spring 2017
LEED® Certification:	Silver

13. Mind and Body Roselle, NJ

Netta Architects was selected as the prime design consultant on a unique concept for the Borough of Roselle. The design will consist of two buildings which will have a strong inter-relationship for the community. Design elements include a 50,000 square foot early childhood learning center, an 18,000 square foot library and a 65,000 square foot community center.

Owner:	Borough of Roselle
Contact:	Jamel Holley - New Jersey General Assemblyman (908) 208-6727
Project Budget:	\$ 59.0 Million
Project Completion Date:	Summer 2019

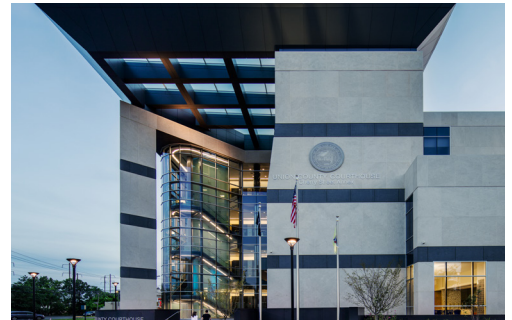
14. Kean University Student Housing Union, NJ

Netta Architects along the with Michael's Organization, has been selected for a P3 delivery project, (Design/Build/Finance), consisting of two (2) Student Housing buildings, which will house 1,200 students along with a proposed 3-story parking deck for 310 vehicles.

Owner:	Kean University
Contact:	Phyllis Duke - Director Facilities \$ 100 Million
Project Budget:	August 2018
Project Completion Date:	Silver

UNION COUNTY FAMILY COURT

Elizabeth, New Jersey



CLIENT

Union County
Improvement Authority

COST

\$ 41.0 Million

COMPLETED

2017

REFERENCE

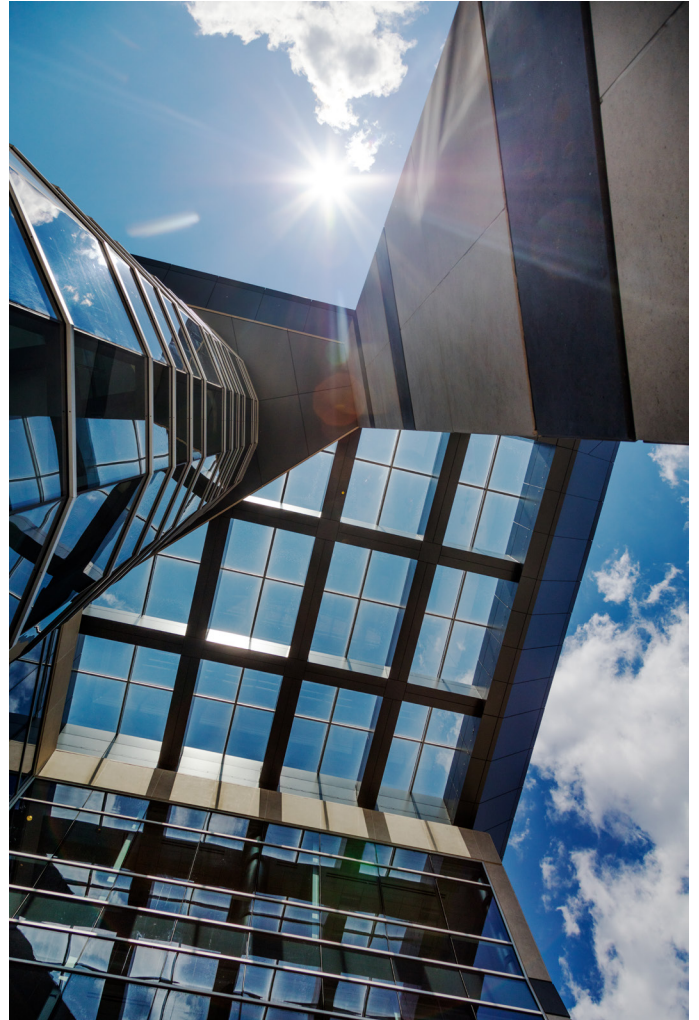
Daniel Sullivan
Executive Director
Union County
Improvement Authority
(908) 820-9710

Netta Architects was presented with a tight urban site and a complex 78,000 sf design program with multiple layers of security. The architects designed a 4-story building with a public-friendly environment that appropriately accommodates and separates the public, families with adults and children, employees, judges, attorneys and detainees. A welcoming reception space on the entrance level, accessible through a covered courtyard, leads to upper level waiting areas with extensive glass and views to the outdoors. The three floors above have two courtrooms each with a complement of waiting areas, judge chambers, meeting and mediation rooms, staff offices and attorney facilities. Amenities include a first floor cafe and a play area for young children. The facility also houses the Union County Prosecutor's office of Victim Witness Advocacy, accessible from a second entrance. The design team selected sustainable building systems and materials, limestone, terrazzo tile and low-E glass to withstand heavy use and permit USGBC LEED® Certification.



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THE CHELSEA

Asbury Park, New Jersey



CLIENT

Advanced Development Group

COST

\$ 6.8 Million

COMPLETED

Spring 2019

REFERENCE

Joseph Marano
(908) 208-6256

Netta Architects was selected by Advanced Development Group to design a new boutique condominium building one block off the famed Asbury Park Boardwalk. This five story building will contain twenty-two (22) residential units consisting of one and two bedrooms along with a fitness center, community room and a roof top garden. The design is highlighted by a circular glass corner which will give an unobstructed ocean view down to first street to the beach. The design incorporates sustainable material such as wood and a full roof top garden. This building highlights the used of extensive projecting balconies for the back units.

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

MONMOUTH COUNTY POLICE ACADEMY

Freehold, New Jersey



CLIENT

Monmouth County

COST

\$ 32.5 Million

COMPLETED

Projected August 2019

REFERENCE

Sheriff Shaun Golden
(732) 431-6400

Netta Architects was retained by the County of Monmouth in early 2017 to modernize and expand its aging Police Training Academy in Freehold. The facility serves the county and municipalities with basic training for police and corrections officers and in-service training/continuing education. The existing 36,000 SF facility is centrally located and shares a site on Kozloski Road with many other county facilities including the Sheriff, OEM and County College. With demand for police officers growing, the building is lacking in almost every respect: classrooms with the appropriate technology, number and size of lockers for gear storage, physical training space, lunchroom, separation of recruits from instructors and staff, building security, and parking.

The team developed a program to accommodate additional trainees and considered design concepts for renovation/expansion as well as the alternative to construct an entirely new building, a solution which would eliminate the need for temporary relocation but require costly replacement of serviceable space.

The County opted for an extensive renovation and addition that will transform the Academy into a 100,000 sf state of the art training center with flexibility to accommodate a future crime lab, etc. In addition to classrooms and computer labs, there will be an auditorium for 300, lockers and showers for all recruits with the proper gender balance, facilities for trainers and staff, exercise and mat rooms, an extension of the firing, and an indoor running track that links to an outdoor course on the County campus. Ultimately the Academy expects to build a dormitory to house recruits and County staff during emergencies.



NETTAARCHITECTS

Packet Pg. 329

PUBLIC SAFETY TRAINING FACILITY

Newark, New Jersey



CLIENT

Newark Housing
Authority

COST

\$ 65 Million

COMPLETED

August 2020

REFERENCE

Morris Warner
(732) 431-6400

Netta Architects along with the City of Newark unveiled plans for a new \$65 million Public Safety Training Facility. The new facility, a 120,000 sf three-story building will be located on a 2-acre site on West Bigelow Street, revitalizing one of Newark's neighborhoods, by replacing a fire-damaged public school, and adding activity, police presence, and a community resource.

The state-of-the-art training facility will enable the city to train police and fire department recruits under one roof and continue to provide extensive in-service training to police officers and emergency service personnel.

The building with its adjacent secure parking will have a main entrance on West Bigelow Street. The large entrance hall will feature excellent security screening and easy access for recruits for check-in, the cafeteria and administration.

A 350-seat auditorium will provide a venue for conferences, large training classes and graduation; it will be uniquely equipped with a stage that accommodates police equipment and emergency vehicle apparatus for demonstrations.

A central interior courtyard, designed as an amphitheater, connects the second and third floors with an open monumental staircase. The central courtyard introduces light and organizes the building, classrooms, large lecture halls, and instructor and administrative offices.

In addition to academic training and simulation/computer labs, the facility will have a full complement of physical training and fitness facilities: weight, mat and locker rooms.



NETTAARCHITECTS

Packet Pg. 330

LINDEN FIRE STATION NO. 2

Linden, New Jersey



CLIENT

City of Linden in association with the Union County Improvement Authority

COST

\$ 6.8 Million

COMPLETED

October 2012

REFERENCE

Daniel Sullivan
Executive Director of UCIA
(908) 820-9710

Netta Architects served as the consultant for the award-winning 13,500 square foot, two-story, state-of-the-art Fire Station No. 2. The fire station is sited on a prime intersection in the city of Linden includes three drive-through vehicle bays along with all associated support spaces for a full-time paid department including day-rooms, turn-out gear rooms, offices, locker rooms and dormitories. The station also contains the Fire and Police Departments' credit union's main office.

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

WARINANCO SPORTS CENTER

Warinanco Park, Roselle, New Jersey



CLIENT

Union County

COST

\$8.3 Million

COMPLETED

May 2017

REFERENCE

Armando Sanchez
Director of Parks &
Recreation
(908) 241-2042

Netta Architects was selected by the County of Union to transform an existing ice rink into a new multi-purpose facility to engage county residents. Netta Architects designed the new 14,000 square foot multi-purpose sports center to interconnect with the existing area on the western end of the park in Roselle, New Jersey. The new building houses county administrative offices, ice skate rentals, a pro-shop, group party areas and game rooms, full food services, along with a large multi-purpose room and associated support spaces. The new clubhouse allows the county facility to be open year round.

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

PISCATAWAY MUNICIPAL BUILDING

Piscataway, New Jersey



CLIENT

Township of Piscataway

COST

\$ 4.4 Million

COMPLETED

August 2009

REFERENCE

Mayor Brian Wahler

Netta Architects was retained by the Township to complete a full interior modernization and full ADA compliance upgrades to the Piscataway Municipal Building. The Design Program included the complete re-organization of all interior spaces, including ADA. compliance, lighting upgrades, finish upgrades along with the installation of a new HVAC system.

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

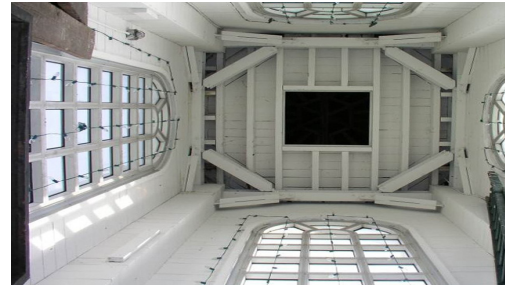


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ELIZABETH CITY HALL

Elizabeth, New Jersey



CLIENT

City of Elizabeth

COST

\$750,000

COMPLETED

June 2017

REFERENCE

John Papetti
(908) 820-4106

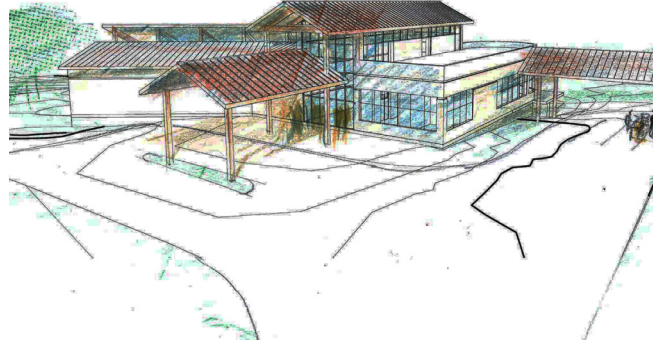
Elizabethtown was the capital of the province of New Jersey in 1668 and became the City of Elizabeth in 1855. City Hall is located in Midtown, also known as the Uptown area of Elizabeth. It is the main commercial district and historic area containing some of the city's notable buildings. City Hall is situated across from Scott Park and around the corner from the historic Ritz Theatre. **Netta Architects** was selected as the design consultant for the rehabilitation and stabilization of the main dome and decorative cupola of the City Hall Structure. All restoration work was completed in strict accordance to the Secretary of the Interior's Standards.



NETTAARCHITECTS

ASHBROOK GOLF CLUBHOUSE FACILITY

Scotch Plains, New Jersey



CLIENT

Union County

COST

\$ 9.0 Million

COMPLETED

May 2018

REFERENCE

Ronald Zuber
Director of Parks
Union County
(908) 527-4200

Netta Architects was selected as the design consultant on the new 21,000 sf Golf Clubhouse facility in Scotch Plains, NJ which features a central bar and lounge that has full access to the multi-use seasonal terrace, the main dining area, and the kitchen. The project areas are driven by the forces of the field and by the events within the site; the nearby stream and the vistas. The building is separated into three zones centered along the arrival access. To the right of the access is the pro/registration and administrative areas and to the left are the dining and lounge areas. To the far right of the site are the golf cart staging areas which are connected to the main facility by a gateway, framing the player's access to the course.

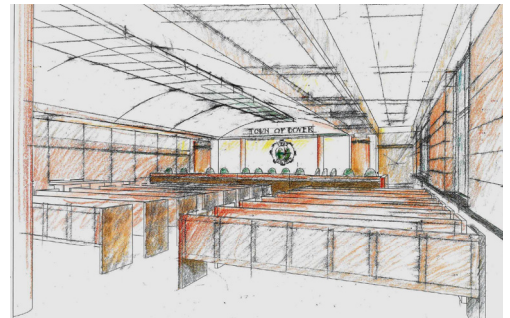


NETTAARCHITECTS

different^{by}design

TOWN OF DOVER CITY HALL - FEASIBILITY STUDY

Dover, New Jersey



CLIENT

Town of Dover

COST

\$ 10 Million

COMPLETED

Scheduled for 2019

REFERENCE

Donald Travisano
Business Administrator
(908) 231-7024

In late 2016, **Netta Architects** was retained by the Town of Dover to address a major space shortfall and condition issues in its 1960 building in the center of this vibrant, historic city in Morris County. Over the years, the 1-story building was expanded to house most municipal offices, the court and council chambers, and the police and fire departments.

Netta Architects conducted a **Feasibility Study** to determine the space needs for this growing community and consider alternatives to vertical expansion and renovation the existing building. The study demonstrated that expansion was technically challenging and cost prohibitive due to inadequate perimeter area for expansion and construction staging. In addition, it would put the commercial district at risk of losing the majority of its business for an extended period. Relocation of all municipal functions except the fire and police department was the only option.

Design (Phase 2) began as Town officials explored alternative sites for relocation. A 3-story building with street level retail previously renovated and operated by a for-profit college became available. After completing some quick studies to test the fit of the municipal program this building became the hands down favorite option for Dover officials.

Netta Architects completed a concept study that utilized the majority of the building for municipal offices making optimal use of the previous renovation of interiors finishes and systems. The team worked to optimize the public access is to have the building renovated, and enables the town to consolidate the building and construction code departments that had previously moved off-site due to a space shortfall. Much anticipated features are a new first floor council chamber which will permit a large public audience and easy to access offices for residents to pay taxes and water bills, and get pet licenses, flu shots, etc.

The town's due diligence, willingness to weigh the pros and cons of various design options will help them realize major operational efficiencies and create a new landmark building still in the heart of the community.



NETTAARCHITECTS

IV. FEE SCHEDULE

SCHEDULE OF HOURLY RATES

Professional Services:

Principal	\$ 170.00 per hr.
Vice President	\$ 160.00 per hr.
Project Manager	\$ 150.00 per hr.
Senior Architect	\$ 135.00 per hr.
Architect Level I	\$ 125.00 per hr.
Architect Level II	\$ 115.00 per hr.
Architect Level III	\$ 100.00 per hr.
Draftsman	\$ 65.00 per hr.
Engineer	\$ 150.00 per hr.
Clerical	\$ 50.00 per hr.
Planning Board Appearance	\$ 700.00 per app.

Reimbursable Expenses:

Automobile Travel	\$ Federal Rate
Tolls	\$ Direct Cost
Reproductions	\$.50 per sf
Digital File	\$ 200.00 per CD
B&W Prints (8½" x 11")	\$.25 per sheet
B&W Prints (8½" x 11" double-sided	\$.35 per sheet
B&W Plotting (11" x 17")	\$ 1.00 per plot
B&W Plotting (12" x 18")	\$ 1.50 per plot
B&W Plotting (15" x 21")	\$ 3.00 per plot
B&W Plotting (24" x 36")	\$ 3.00 per plot
B&W Plotting (30" x 42")	\$ 6.00 per plot
B&W Plotting (36" x 48")	\$ 9.00 per plot
Color Printing (8½" x 11")	\$ 2.50 per sheet
Color Printing (11" x 17")	\$ 5.00 per sheet
Color Plotting (8½" x 11")	\$ 20.00 per plot
Color Plotting (11" x 17")	\$ 40.00 per plot
Color Plotting (24" x 36")	\$ 75.00 per plot
Color Plotting (30" x 42")	\$ 90.00 per plot
Color Plotting (36" x 48")	\$ 100.00 per plot
Express Mailing	\$ 1.1 x direct cost
Computer Rendering Copies	\$ 1.1 x direct cost

Additional Professional Costs:

Surveyors, Professionals Photography, Scientists Engineers, Planners and Artist Renderings Consultants Referenced Above	\$ 1.15 x cost
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V. REQUIRED DOCUMENTATION

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: NETTA ARCHITECTS, L.L.C.	TRADE NAME:	
ADDRESS: 1084 RTE 22 WEST MOUNTAINSIDE NJ 07092	SEQUENCE NUMBER: 0958204	
EFFECTIVE DATE: 12/30/02	ISSUANCE DATE: 01/30/13	
FORM-BRC (04-08), D205846V		Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

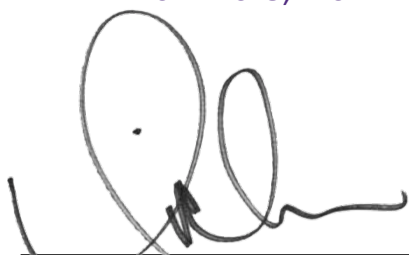
AFFIRMATIVE ACTION STATEMENT CERTIFICATE

I, **NICHOLAS J. NETTA**, AIA, NCARB, being the owner and principal architect of the architectural firm of **NETTA ARCHITECTS, LLC** located at 1084 Route 22 West, in the Borough of Mountainside, State of New Jersey, County of Union do hereby certify the following statements:

Should the firm of **NETTA ARCHITECTS, LLC** be awarded any contracts for the for Architect for the City of *Asbury Park*:

The firm of **NETTA ARCHITECTS, LLC** is registered and in compliance with the State of New Jersey. We firmly support the equal opportunity employment standards, ethics and procedures as stated in N.J.S.A. 10.:5-31 et seq. and N.J.A.C. 17-27. A copy of our (Affirmative Action Certification) is attached hereto and made in part hereof.

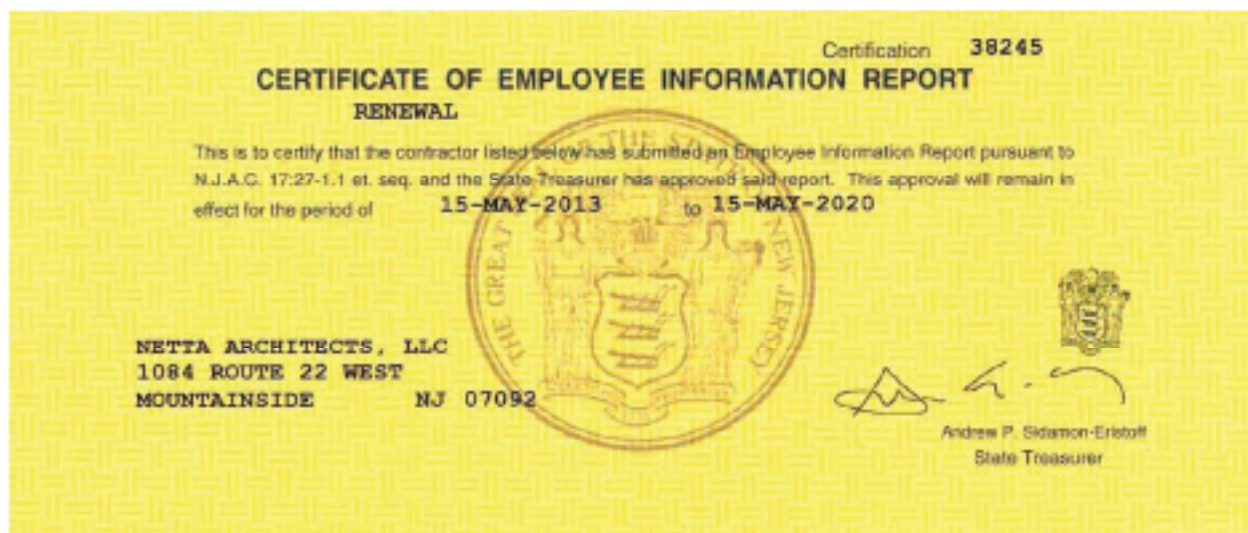
NETTA ARCHITECTS, LLC



Nicholas J. Netta, AIA, NCARB
Principal

December 27, 2018

Date



INSURANCE



NETTA-1

OP ID: LCH

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/23/2018

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

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

PRODUCER 800-272-6771 Marquis Agency A&E Practice 900 Route 9 North, Suite 503 Woodbridge, NJ 07095 Regional Business Unit		CONTACT NAME: Select Account Unit PHONE (A/C, No, Ext): 800-272-6771 FAX (A/C, No): 732-634-5379 E-MAIL ADDRESS:	
INSURED Netta Architects, LLC Nicholas J. Netta 1084 Route 22 West Mountainside, NJ 07092		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of CT 25682 INSURER B: Travelers Indemnity Company 25658 INSURER C: Arch Insurance Co. 11150 INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			680-6H809581-18-47	01/31/2018	01/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			680-6H809581-18-47	01/31/2018	01/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-8169Y710-18-47	01/31/2018	01/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9J775248-18-47-G	01/26/2018	01/26/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability			PAAEP0097800	04/28/2018	04/28/2019	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

EVIDENC

Evidence of Insurance

CANCELLATION

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

 AUTHORIZED REPRESENTATIVE
 Regional Business Unit

ACORD 25 (2016/03)

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Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

CERTIFICATE OF AUTHORIZATION

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

**NETTA ARCHITECTS LLC
NICHOLAS J NETTA
1084 Route 22 West
Mountainside NJ 07092**

FOR PRACTICE IN NEW JERSEY AS A(n): Certificate of Authorization

01/23/2018 TO 01/31/2020
VALID

21AC00043800
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

DRAFT

AGREEMENT made as of the «~~Eleventh Twenty-Sixth~~» day of «~~July~~October» in the year «~~Two Thousand Eighteen~~»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«~~Township of Parsippany - Troy Hills~~»
«~~1001 Parsippany Road~~
«~~Parsippany, nj~~New Jersey 07054»
«~~»~~
«~~»~~

and the Architect:
(Name, legal status, address and other information)

«Netta Architects, LLC»«~~, Limited Liability Company~~»
«1084 Route 22 West
Mountainside, NJ 07092»
«Telephone Number: 973-379-0006»
«Fax Number: 973-379-1061»

for the following Project:
(Name, location and detailed description)

«~~Tp~~«~~township of Parsippany~~»
«~~»~~
«~~»~~
«~~»~~
«~~»~~
«~~»~~
«~~Proposed Interior Alteration and Renovation~~
Knoll West Country Club
12 Knoll Road
Parsippany, New Jersey»

The Owner and Architect agree as follows.

DRAFT

Attachment: Architect - Netta Architects (2019-102 : Architect Appointment 2019)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. as well as the Architects proposal dated July 13, 2018 ("Proposal") a copy of which is annexed hereto as Exhibit A
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The anticipated Scope of Work as outlined in our recent meeting shall be inclusive of:

- Renovation to the 9,000 sf existing Banquet Halls (A, B & C);
- Modifications to the exterior wall to allow for more natural light at the Banquet Hall;
- Renovate the exterior stairs and refinish the existing 1,200 sf Veranda;
- Renovation of the existing 200 sf Bridal Suite;
- Renovation of the 2,370 sf Reception Area and adjacent corridor;
- Conversion of the existing open-air 1,350 sf Grille Room patio into a covered patio with a new exterior stair; and
- Mechanical system upgrades for the Banquet area, reception area and adjacent corridor.

»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Existing Golf Clubhouse and Banquet Facility.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«NOT APPLICABLE.»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«75 Days.»

.2 Construction commencement date:

«NOT APPLICABLE.»

.3 Substantial Completion date or dates:

«NOT APPLICABLE.»

.4 Other milestone dates:

«NOT APPLICABLE.»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«NOT APPLICABLE.»

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Modernization of existing facility to meet current market demands, including items set forth in §1.1.1.»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«»

«»

«»

«»

«»«Ellen Sandman»

«Business Administrator1001 Parsippany Road

Parsippany, nj 07054»

«1001 Parsippany Road»

«Parsippany, New Jersey 07054»

«»

«»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«NOT APPLICABLE»

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«NOT APPLICABLE»« »

« »

« »

« »

« »

.2 Civil Engineer:

« »« »

« »

« »

« »

« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Nicholas J. Netta, AIA, NCARB»

«Principal»

«Netta Architects, LLC»

«1084 Route 22 West»

«Mountainside, New Jersey 07092»

«(973) 379-0006»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Harrison-Hamnett, PC»« »

«40 Knowles Street»

«Pennington, New Jersey 08534»

«(609) 818-1808»

«-»

.2 Mechanical Engineer:

«« »
« »
« »
« »
« »
«Robert Derector Associates »«RDA »
«Park 80 West »
«250 Pehle Avenue, Suite 200 »
«Saddle Brook, New Jersey 07663 »
«(973) 307-9200 »

.3 Electrical Engineer:

«« »
« »
« »
« »
« »
« »
«Robert Derector Associates »«RDA »
«Park 80 West »
«250 Pehle Avenue, Suite 200 »
«Saddle Brook, New Jersey 07663 »
«(973) 307-9200 »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Maser Consulting »

§ 1.1.12 Other Initial Information on which the Agreement is based:

«Preparation of Phase I: Preliminary Design and Phase II: Design Development; see attached contract for Scope »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement and in the Architect's Proposal. In the event of a conflict between this Agreement and the Architect's Proposal regarding the provisions of services, the document requiring the greater level of service shall control. For all other conflicts, i.e., termination, ownership of instruments of service, payment, dispute resolution, etc., this Agreement shall control. The Architect represents

that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative shall be subject to Owner's approval, which will not unreasonably be withheld.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. Owner shall be named as an additional insured on the insurances required under paragraph 2.5.1 and 2.5.2. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~«-»~~ (\$ ~~«1,000,000.00-»~~) for each occurrence and ~~«-»~~ (\$ ~~«2,000,000.00-»~~) in the aggregate for bodily injury and property damage. Broad form, comprehensive General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to personal injury, death or property damage together with Excess/Umbrella Liability Insurance in the amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~«One Million Dollars and Zero Cents-»~~ (\$ ~~«1,000,000.00-»~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~«One Million Dollars and Zero Cents »~~ (\$ ~~«1,000,000.00-»~~) each accident, ~~« One Million Dollars and Zero Cents »~~ (\$ ~~«1,000,000.00-»~~) each employee, and ~~«One Million Dollars and Zero Cents-»~~ (\$ ~~«1,000,000-.00»~~) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~«Two Million Dollars and Zero Cents-»~~ (\$ ~~«2,000,000.00-»~~) per claim and ~~«Two Million Dollars and Zero Cents-»~~ (\$ ~~«2,000,000.00-»~~) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and in the Architect's Proposal~~ and include ~~the~~ usual and customary structural, mechanical, and electrical engineering services. ~~Services Unless included in the Proposal, individual services~~ not set forth in this Article 3 are Supplemental or Additional Services. ~~In the event of a conflict between this Agreement and the Proposal or Scope of Work, the Architect shall perform the greater level of services.~~

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. ~~In the event of a conflict between this Agreement and the Proposal, the Architect shall perform the greater level of services.~~

§ 3.1.2 ~~The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants unless the Architect knows, or has reason to know, that such services and information are, or may be inaccurate. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work ~~as set forth in the Initial Information~~. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services — NOT APPLICABLE

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services — NOT APPLICABLE

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding — NOT APPLICABLE

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals — NOT APPLICABLE

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services — NOT APPLICABLE

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner

and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work – ~~NOT APPLICABLE~~

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor – ~~NOT APPLICABLE~~

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the

Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals ~~—NOT APPLICABLE~~

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work ~~—NOT APPLICABLE~~

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion —NOT APPLICABLE

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Architect</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «NOT APPLICABLE» (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «NOT APPLICABLE» (« ») visits to the site by the Architect during construction

- .3 ~~« NOT APPLICABLE »~~ (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~« NOT APPLICABLE »~~ (« ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. It is understood that the Architect (including Architect's Consultants) and the Owner jointly own the Instruments of Service, including but not limited to Drawings, Specifications and related documents for this Project. It is further understood and agreed that the Owner shall have the right to utilize Drawings, Specifications and related documents in the event the Owner or Architect terminates this Agreement for the purpose of completing the Project, so long as the Architect's fees that are due through the design phase have been fully paid. It is further understood and agreed that the Owner shall have the right to utilize the Drawings, Specifications and related documents in the event the Owner expands the Project, corrects any deficiencies, makes any renovations or repairs to the Project or for future project design use. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, employees and agents from and against claims, damages, losses and expenses including costs and expenses related to claims and causes of action from a third party, arising out of the Owner's use of the documents or other instruments of service above mentioned manner without the Architect's professional involvement. However, to the extent that any damages, claims, losses and expenses arise out of the negligence of the Architect, the Architect's consultants, employees and agents, and when the Owner does not indemnify and hold harmless the Architect, the Architect's consultants, employees and agents from and against claims, damages, losses and expenses, arising out of the Owner's use of the documents or other instruments of services for the purpose of finishing the Project.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 If a claim, dispute or other matter in question arises out of or relates to this Agreement or its breach; the parties shall endeavor to settle the dispute first through direct discussion. If the dispute cannot be settled by direct discussion, the Owner and Architect express their mutual intent and desire not to submit any dispute between the parties to mediation or arbitration, notwithstanding any references to mediation or arbitration found elsewhere in this Agreement.

1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other: (Specify)

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Persistent failure by the Owner to make payments to the Architect for two (2) consecutive months in accordance with this Agreement for services and expenses properly performed or expended or failure of the Owner to pay the Architect within 30 days of receipt and approval of a statement for services properly performed shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of services under this Agreement; except when such failure is due to or based upon the Owner's formal written claim(s) against the Architect. The Owner shall provide the Architect with notice of any claim(s) against the Architect whenever the Owner intends to withhold a payment or any portion thereof due the Architect within fourteen (14) days of receipt of a payment request. It shall not be deemed a failure to make payment when the Owner withholds payment as a result of the Owner's need to obtain from the Architect and explanation of or support for an Architect's bill or any portion thereof. If the Architect elects to terminate or suspend services, the Architect shall give no less than fourteen (14) days written notice to the Owner. Before resuming services, the Architect shall be paid all sums due for such services and the time schedule shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice consecutive days and if such suspension is not substantially due to the Architect's fault, the Architect shall be compensated for services performed prior to notice of such suspension. After 90 consecutive days, the Architect may terminate this Agreement by giving not less than fourteen (14) business days written notice to the Owner..

§ 9.4 Either party may terminate this Agreement upon not less than seven-fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven-fourteen (14) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~«—»~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~«—»~~

§ 9.87 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.98 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~

§ 10.4 ~~To the extent practicable, if the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, the Architect shall, within a reasonable time frame, notify the Owner, orally and in writing if the Architect discovers any material that is suspected to be hazardous material during the course of the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
~~« \$100,000 »~~
- .2 Percentage Basis
(Insert percentage value)
~~« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~
- .3 Other
(Describe the method of compensation)
~~« \$2,500 Reimbursable Expenses »~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

~~« NOT APPLICABLE »~~

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« NOT APPLICABLE »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« NOT APPLICABLE »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« \$45,000 »	percent (	« 45 »	%)
Design Development Phase	« \$55,000 »	percent (	« 55 »	%)
Construction Documents Phase	« »	percent (	« »	%)
Procurement Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Reimbursable Expenses	\$2,500			
Total Basic Compensation	one hundred \$102,500	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Attached »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation, except for transportation to and from the Project, and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance, in writing, by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses; except for corporate taxes and personal income taxes; and
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and;~~
- ~~.120~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants, ~~plus « » percent (« » %) of the expenses incurred.~~

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

§ 11.109 Payments to the Architect

§ 11.109.1 Initial Payments

§ 11.109.1.1 An initial payment of ~~« NOT APPLICABLE »~~ (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.109.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~« NOT APPLICABLE »~~ (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.22 Progress Payments

§ 11.10.22.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~« forty-fivethirty »~~ (~~« -3045 »~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

~~«Point Five » % « -0.5 » Except as otherwise provided for herein all payments shall be made in accordance with N.J.S.A., 2A:30A-2a. The date the bill is received by Owner is the date that the 3045 day default payment provision shall commence.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1 Confidentiality

The Architects agrees to hold all Confidential Information, that it is informed in writing is Confidential, in strict confidence and shall not, without express prior written permission of the Owner, disclose any Confidential Information to third parties or use the confidential information for any purpose other than to perform its obligations under this Agreement for the purpose set out within the scope of work. Confidential Information shall mean, without limitation, any idea, proposal, plan, information, procedure, technique, formula, practice technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by the Owner. Confidential information does not include information in the public domain, in the Architect's possession prior to its receipt from the Owner, disclosed pursuant to operation of law.

§12.2 Affirmative Action

The Architect does hereby agree to statements and terms and terms set forth in **Exhibit A**, attached hereto, which are made a part of this Agreement, and further agrees to provide all documentation required by **Exhibit A** to the Owner.

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§12.3 Equal Opportunity for Individuals with Disabilities

The Architect does hereby agree to the statements and terms set forth in **Exhibit B**, attached hereto, which are made a part of this Agreement, and that Architects shall submit to the Owner and executed copy of **Exhibit B**, attached hereto.

§12.4 Individual Taxpayer Identification Number

As required by the Internal Revenue Service, Architect shall complete and submit to the Owner with this Agreement a Form W-9, attached hereto as **Exhibit C**.

§12.5 New Jersey Business Registration

The Architect does hereby agree to the statements and terms set forth in **Exhibit D**, attached hereto, which are made a part of this Agreement, and further agrees to provide all documentation required by **Exhibit D** to the Owner.

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§12.6 Ownership Disclosures and Certifications

Pursuant to N.J.S.A. 52:25-24.2 and Public Law 2012, c. 25, N.J.S.A. 52:32-55 et seq., the Architects shall complete and submit copies of the disclosure and certification attached hereto as **Exhibit E**.

§12.7 Pay-to-Play

Architect does hereby attest that neither it, nor any 10% or greater principals of the Architect, has made a contribution in the period from February 1, 2017 to January 31, 2018 that is reportable pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract, to any of the candidate committee, joint candidates committee, or political party committee representing the elected officials of the Owner as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and ®. The Architect agrees to maintain compliance with the pay to Play Law requirements during the term of this Agreement. See **Exhibit F** attached hereto.

Prior to submitting this Agreement, the Architect shall supply to the Owner an executed copy of the Business Entity Disclosure Certification, attached hereto as **Exhibit F**.

«—»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Contract & Hourly Rates»

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Ellen Sandman, »«Business Administrator»

(Printed name and title)

ARCHITECT (Signature)

«Nicholas J. Netta, »«President»

(Printed name, title, and license number, if required)



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RESOLUTION NO. 2019-103

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

RESOLUTION APPROVING SECOND AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY, AND INTERFAITH NEIGHBORS, INC.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, pursuant to and in accordance with the requirements of the LRHL the City of Asbury Park (the “City”), by Resolution dated September 5, 2007, and entitled “*RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY DESIGNATING CERTAIN AREAS WITHIN THE CITY AS AREAS IN NEED OF REDEVELOPMENT*,” designated as an “area in need of redevelopment” certain parcels bound on the east by Memorial Drive; on the west by Atkins Avenue; on the south by Lee’s Lane and the rear lot lines of the lots fronting onto Springwood Avenue on Block 803; and on the north by an irregular line extending from Atkins Avenue to Memorial Drive located at a distance varying from about 200 feet to about 290 feet north of Springwood Avenue, and as further identified on the City’s current tax maps as Block 1205, Lots 13-21, Block 803, Lots 1-14 and 21-29, Block 702, Lots 2-9, Block 704, Lots 6-10 and a portion of Lot 1, Block 1201, Lots 1-9 and 13-22, Block 804, Lot 1 (and formerly shown on City Tax Maps as Block 81.02, Lots 10-18, Block 101.01, Lots 1-9, and 16-29, Block 104, Lots 2-9, Block 80, Lots 1-5 and a portion of lot 6, Block 84.03, Lots 1-9, Block 84.02, Lots 1-10, and Block 101.02, Lot 1) (collectively, the “Springwood Avenue Redevelopment Area”); and

WHEREAS, pursuant to and in accordance with the requirements of the LRHL, specifically *N.J.S.A. 40A:12A-7*, the City Council, adopted on February 6, 2008, the *Amended Springwood Avenue Redevelopment Plan* for the Springwood Avenue Redevelopment Area (the “Redevelopment Plan”) and amended it on April 25, 2018; and

WHEREAS, pursuant to the LRHL, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within the area designated in that plan; and

WHEREAS, on June 22, 2016, the City and Interfaith Neighbors, Inc. (the

“Redeveloper”) entered into a redevelopment and land disposition agreement (the “Initial Agreement”) setting forth the terms and conditions pursuant to which the Redeveloper would develop approximately twenty (20) to twenty-four (24) owner-occupied, 1 and 2 bedroom affordable residential units with amenities and off-street parking (the “Project”), on Block 803, Lots 1-14, generally located at the southeasterly corner of Springwood Avenue and Atkins Avenue with a street address of 1130-1156 Springwood Avenue (“the Property”) in accordance with the Redevelopment Plan and the Initial Agreement; and

WHEREAS, on May 13, 2018 the Redeveloper and the City entered into an amendment to the Initial Agreement to permit detached two-family homes in the Springwood Avenue Residential Zone subdistrict of the Redevelopment Plan and to set forth an amended Construction Schedule and Concept plan (the “Amendment”) in accordance with the Redeveloper Plan; and

WHEREAS, the Redeveloper and the City wish to enter into a Second Amendment to the agreement whose purpose is to revise the Redevelopment Agreement in relevant part to: (i) set forth the timing of the payment of unreimbursed environmental remediation costs; (ii) delete the ‘Remediation Credit’ in the Definitions and addressed in Section 2.1 B (2) and Section 6.2 of the RDA; (iii) address the timing of Sewer Connection Fee payments as originally set forth in Section 8.3 B of the RDA; and (iv) amend the Project Implementation and Project Schedule as set forth in Section 7.1 of the First Amendment; and

WHEREAS, in recognition of the significant funds the City has expended to remediate the Property, the Redeveloper has agreed to waive the Remediation Credit set forth in the Redevelopment Agreement; 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 that after review and consideration of this matter, the Mayor and City Council, acting as the City’s Redevelopment Entity, wish to approve and authorize the execution of the Second Amendment as follows:

1. The Amendment, attached hereto as Exhibit A, is approved subject to additions, deletions, modifications or revisions deemed necessary and appropriate in consultation with counsel and authorizes the Mayor, City Clerk and other necessary City Officials to execute, deliver and accept the Amendment and all other necessary documents and undertake all actions reasonably necessary to effectuate the Amendment and this Resolution.
2. A certified copy of this Resolution shall be provided to each of the following:
 - a. Interfaith Neighbors
 - b. John Marmora, Esq., Developer’s Attorney
 - c. Michael Capabianco, City Manager
 - d. Frederick C. Raffetto, Esq., City Attorney
 - e. Joseph Maraziti, Esq., Redevelopment Attorney
 - f. Michele Alonso, Director of Planning and Redevelopment

3. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-103 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

SECOND AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY, AND INTERFAITH NEIGHBORS, INC.

This SECOND AMENDMENT (“**Second Amendment**”) to the Redevelopment Agreement is made on this ____ day of _____, 2019 (the “Effective Date”) by and between the **CITY OF ASBURY PARK** (the “**City**”), a public body corporate and politic of the State of New Jersey having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712-7000, in its capacity as “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c), and **INTERFAITH NEIGHBORS, INC.**, a New Jersey corporation having its principal offices at 810 Fourth Avenue, Asbury Park, New Jersey 07712 (together with its permitted successors and assigns, the “**Redeveloper**”) (each of the City and the Redeveloper hereafter sometimes referred to in this Agreement as a “**Party**”, and together as the “**Parties**”).

RECITALS:

WHEREAS, the Parties have executed that certain “Redevelopment and Land Disposition Agreement” dated June 22, 2016 (the “**RDA**”), as amended by that certain “Amendment To the Redevelopment Agreement” dated May 31, 2018 (the “**First Amendment**,” and collectively with the RDA, the “**Redevelopment Agreement**”); and

WHEREAS, the purpose of this Second Amendment is to revise the Redevelopment Agreement in relevant part to: (i) set forth the timing of the payment of unreimbursed environmental remediation costs; (ii) delete the ‘Remediation Credit’ in the Definitions and addressed in Section 2.1 B (2) and Section 6.2 of the RDA; (iii) address the timing of Sewer Connection Fee payments as originally set forth in Section 8.3 B of the RDA; and (iv) amend the Project Implementation and Project Schedule as set forth in Section 7.1 of the First Amendment; and

WHEREAS, in recognition of the significant funds the City has expended to remediate the Property, the Redeveloper has agreed to waive the Remediation Credit set forth in the Redevelopment Agreement.

WITNESSETH:

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

I. CONSTRUCTION. The foregoing Recitals are hereby incorporated in this Second Amendment by reference as if fully set forth herein at length. All terms not defined herein shall have the meanings set forth in the Redevelopment Agreement. Other than as specifically modified by this Second Amendment, all other terms, conditions and obligations of the Redevelopment Agreement shall remain unmodified and shall remain in full force and effect.

II. PURCHASE AND SALE OF PROPERTY. Article VI, Section 6.2 of the RDA shall be amended to delete the reference to a reduction for the Remediation Credit and provide that the Redeveloper shall be responsible to pay the entire unreimbursed cost of the Environmental Remediation. Section 6.2, Purchase Price is amended to read as follows:

6.2 Purchase Price. A. The agreed upon purchase price for the Project Property is \$10,000.00 per lot.

B. Redeveloper shall be responsible to pay to the City the entire unreimbursed cost of the Environmental Remediation, which has been completed, said unreimbursed costs totaling \$96,364.00. Redeveloper shall repay these costs to the City in the manner set forth below:

1. The Redeveloper shall reimburse the City the total of \$9,636.40 per lot prior to the commencement of each phase of the Project construction. For Phase 1, those funds shall be paid at the closing of the transfer of title to the property and shall cover lots 1.01 thru 4.01 as identified on the recorded Subdivision map for the Project.
2. The City shall hold a mortgage on the remaining lots to secure repayment of the balance of the unreimbursed remediation costs. Prior to the commencement of construction of the structures to be developed in subsequent phases of the Project, the Redeveloper shall pay to the City the above referenced amount for each lot in that next phase of the Project at which time the City shall release said lots from the Mortgage securing the repayment.
3. The City and Redeveloper agree to hold the excavation permit in escrow and said permit shall be released at Closing, provided Redeveloper is not in default.

III. SEWER CONNECTION FEES. Article VIII, Section 8.3B of the RDA requires Redeveloper to pay all sewer connection fees prior to the issuance of building permits. The City will allow the Redeveloper to pay the Sewer Connections fees for the Project in accordance with the phased buildout of the Project. Therefore, Section 8.3B of the RDA is amended to read as follows:

B. Redeveloper and/or Owner Entity shall be responsible for payment of all sewer connection fees, including those imposed due to the increase in the number of residential units on the Property. The sewer connection fees shall be paid in accordance with the phased buildout of the Project as set forth below, but in any case the sewer connection fees associated with each individual lot shall be paid prior to the commencement of construction on that particular lot.

IV. REDEVELOPMENT PROJECT. Article VII, Section 7.1A as previously amended by the First Amendment shall be further amended to read as follows:

7.1 Project, Project Implementation and Project Schedule.

- A. **Project.** The Project may be constructed in phases and will consist of approximately twenty (20) residential units on 10 individual property lots in accordance with the Plan and applicable Governmental Approvals. A minimum of 20% of the principal units to

be constructed will be offered as deed-restricted affordable units which percentage may increase pending the award of additional affordable housing construction subsidies to the Redeveloper. There will be ten (10) one (1) bedroom units of approximately 700-760 square feet, and ten (10) two (2) or three (3) bedroom units of approximately 1,400-1,600 square feet. Additionally, at the closing from the Redeveloper to the final owner on every deed restricted unit, the affordability restrictions required by the HOME program shall be recorded and proof of the same provided to the City, further, this condition shall specifically survive Closing from the City to the Redeveloper.

V. PROJECT SCHEDULE. The Project Schedule, Exhibit B of the RDA shall be amended with regard to the Phase descriptions to read as follows:

PHASE I: 8 buildings (3 market rate properties and 1 affordable property, total # of residential units constructed: 8)

PHASE II: 8 buildings (3 market rate properties and 1 affordable property, total # of residential units constructed: 8)

PHASE III: 4 buildings (2 market rate properties, total # of residential units constructed 4)

VI. NUMBER OF DEED RESTRICTED AFFORDABLE PROPERTIES: As set forth in paragraph IV of this Amendment, a minimum of 20% of the principal units of the project shall be deed restricted Affordable Housing. However, it is the desire of both the City and the Redeveloper that a higher percentage of the Project's principal units be deed restricted Affordable Housing. The parties recognize this will require securing additional construction subsidies for that desire to be viable. Therefore, the Redeveloper agrees to make its best effort to secure such subsidies.

- a. The Redeveloper agrees to make a good faith effort to apply for and secure whatever State or Federal Affordable Housing Subsidies might become available in a timeframe that is consistent with the construction schedule for the Project.
- b. In accordance with Section 14.1 of the RDA, the City, at no cost to the City, will cooperate with the Redeveloper to facilitate financing of the Project. In accordance with Section 14.2 of the RDA, without making any specific commitment herein, the City agrees to give due consideration to providing funding to the project through any housing funds that may become available.

VII. Other than as specifically modified by this Second Amendment, all other terms and provisions of the Redevelopment Agreement entered into between the Parties are hereby confirmed and ratified in all respects and shall remain in full force and effect.

VIII. Any inconsistencies or conflicts between the terms and provisions of the Redevelopment Agreement and the terms and provisions of this Second Amendment shall be resolved in favor of the terms and provisions of this Second Amendment.

IX. The provisions of this Second Amendment shall be deemed to be severable. If any provision of this Second Amendment shall be deemed to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the same shall be deemed to be severable and shall not affect the validity of any other provision herein

X. This Second Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be properly executed and their corporate seals affixed and attested as of the date first written above.

Witness or Attest

CITY OF ASBURY PARK

BY:_____

SEAL

Witness

INTERFAITH NEIGHBORS, INC.

BY:_____

Name:_____

Name: _____

Title: _____

Title: _____



RESOLUTION NO. 2019-104

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING AN AMENDMENT TO CONCEPTUAL APPROVAL TO ASBURY PARTNERS, LLC REGARDING THE “SUMMER EXPERIENCE” INSTALLATION ON BLOCK 3802, LOT 1 AND TO CONTINUE THE SIGN INSTALLATION ON BLOCK 4004, LOTS 2 AND 3; AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Waterfront Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the “**Master Developer**”) and the City are parties to that certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (the “**Redeveloper Agreement**”) concerning the redevelopment of the City’s Waterfront Redevelopment Area; and

WHEREAS, on May 15, 2013, the City Council adopted a Resolution conceptually approving what is known as the “Summer Experience” for the summer seasons of 2013 through 2015 and referring the project to the Planning Board and renewed the approval for an additional three years on April 27, 2016; and

WHEREAS, The Summer Experience is located on Block 3802, Lot 1 and Block 4004, Lots 2 and 3, which is located on the block bounded by Cookman Avenue, St. James Place, Lake Avenue, and Westley Lake Drive. The Summer Experience includes showers, bathrooms, storage lockers, information about the City and its businesses, signage, landscaping and related amenities; and

WHEREAS, the Master Developer would like to amend the approval for the Summer Experience to include an indoor bicycling studio in the building where the information center was. The amended application includes the fitness use in the main building, painting the main building, new signage for the main building that will say “Tandem Cycle” and additional landscaping; and

WHEREAS, the goal for the main building, the former information center on Block

3802, Lot 1, is to house new businesses with “Tandem Cycle” as temporarily occupying the space; and

WHEREAS, the Property will be utilized for the Summer Experience until it is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than three (3) years; and

WHEREAS, the Master Developer would also like to extend the installation of signs at Block 4004, lots 2 and 3; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Summer Experience, together with the upgrades and renovations referenced herein is hereby approved and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan, including but not limited to an amendment to the existing site plan approval. As the Summer Experience was previously reviewed by the Technical Review Committee (the “**TRC**”), and the proposed revisions are largely renovations, this project does not require TRC review prior to appearing before the Council or the Planning Board. Further, the Council continues the recommendation that the Planning Board permit the Master Developer to substitute another suitable and available tree species in the event the proposed palm trees fail to survive the weather, subject to the review and approval of the Board’s Planner and/or the Environmental Shade Tree Commission, but without the need to seek an amended site plan approval. The proposed repainting of the existing sign is approved; however, if the Master Developer wishes to retain the ability to reface the sign as proposed in the plans submitted, they shall include that request and related details in their application to the Planning Board so that the Planning Board can properly review and approve the same.
3. The temporary and seasonal use of Block 3802, Lot 1 and Block 4004, Lots 2 and 3 for the Summer Experience is approved and may continue until such time as the Property is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than three (3) years without further approval of the Council.
4. The Crew Tower sign will continue unchanged on a portion of Block 4502, Lot 1.26, which is generally located adjacent to and west of the boardwalk and just north of the Sunset Avenue Pavilion as previously approved by the Planning Board and municipal council.
5. The temporary and seasonal use of a portion of Block 4502, Lot 1.26 for the Crew Tower is approved and may continue until such time as the Property is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than three (3) years without further approval of the Council.
6. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-104 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



February 11, 2019

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

Re: Asbury Partners, LLC/Summer Experience
Block 3803, Lot 1
Request for Three (3)-Year Extension of Approval and Conceptual Review

Dear Mr. Capabianco:

We are writing to initiate the review process by City Council (acting as the City's Redevelopment Agency) for a three (3) year extension and conceptual review and approval of modifications to Asbury Partners LLC's project known as "Summer Experience" (the "Summer Experience Project"). We are excited to announce that Asbury Partners, LLC is partnering with Tandem Cycle to bring fitness and wellness to the waterfront in the form of a state of the art indoor cycling studio to be located on a portion of the property included in the Summer Experience Project, located at 200 Cookman Avenue, and described on the City of Asbury Park's Tax Maps as Block 3803, Lot 1 (the "Property").

By way of background, the Summer Experience Project was originally developed in 2013 to provide a place for daily visitors to obtain information about Asbury Park and its businesses. In addition, it provided a convenient place for visitors to secure their personal property while taking advantage of the City's waterfront amenities as well as a place to relax or shower after a day at the beach. The Project received conceptual approval from City Council and site plan approval from the Planning Board to operate for a period of three (3) years from 2013 until 2016 (collectively referred to as the "2013 Approval").¹ Due in large part to its initial success, the Summer Experience Project received approval by City Council to operate for an additional three (3) year period from 2016 until 2019. The Planning Board granted amended site plan approval for six (6) years until 2022 subject to Asbury Partners obtaining an additional 3-year extension from City Council in 2019 (collectively referred to as the "2016 Extension"). Copies of the resolutions for the 2013 Approval, 2014 Approval and 2016 Extension are attached for reference.

Over the past three (3) years, the Summer Experience Project has continued to evolve but remains an integral part of the Asbury Park experience. As a result of its continued success, Asbury Partners seeks to extend the Summer Experience Project for the additional period described above, or until such time it is permanently ready to develop the Property pursuant to the Waterfront Redevelopment Plan or until the program is deemed by Asbury Partners to no longer be needed or viable. As indicated in the enclosed description, Tandem Cycle is intended to be a year round location with outdoor pop-up rides throughout the warmer months. The goal is to utilize the former information center as a place to help

¹ In 2014, Asbury Partners received amended site plan approval (without the need for further review and approval by the Technical Review Committee and/or Mayor and Council) in connection with the Summer Experience from the Planning Board. This decision was memorialized in a resolution adopted on June 19, 2014 and is attached hereto ("2014 Approval"). The 2014 Approval permitted Asbury Partners to install indigenous plant species in place of the previously approved palm trees.



introduce businesses to Asbury Park with the hope of moving Tandem Cycle to a more permanent location as new retail space becomes available.

In addition to the extension of time requested for the Summer Experience Project, Asbury Partners seeks conceptual review and approval for the proposed indoor cycling studio. The only exterior changes to the Property that are proposed are to repaint the building, add new signage and landscaping modifications as depicted on the attached plans.

The Summer Experience Project is consistent with the redevelopment objectives, planning and design principles and permitted uses set forth in Asbury Park's Waterfront Redevelopment Plan ("WRP"). Specifically, the Project meets the redevelopment objectives of making Asbury Park a great community to live in all year round and helps to spur economic growth through employment opportunities. It also satisfies the WRP planning principle of making Asbury Park a place for families and furthers the design principle of bringing the city back down to the ocean. In addition, it is consistent with the design principles of the Entertainment District by extending "main street" uses from the Casino to Cookman Avenue. It also falls within the list of permitted uses in the WRP which include personal and commercial services, indoor sports and athletic facilities and amusements and recreation.

We kindly request that this matter be placed on the agenda for consideration at the City Council's February 27, 2019 meeting. Please let us know if you have any questions and to confirm placement on the City Council's calendar.

Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "BAC", with a long horizontal stroke extending to the right.

Brian A. Cheripka, Senior Vice President

cc:

Asbury Partners, LLC, Attn: B. Cheripka

McManimon Scotland and Bauman, Attn: J. Credidio and K. Kemm

City of Asbury Park, Attn: M. Alonso, Director of Planning

Phillips Preiss Grygiel Leheny Hughes LLC, Attn: K. Hughes,

Chiesa, Shahinian & Giantomasi, PC, Attn: F. Lavinthal

TANDEM CYCLE ASBURY PARK

iStar, through its subsidiary Asbury Partners, LLC, is partnering with Tandem Cycle to bring fitness and wellness to the waterfront. Tandem Cycle is a local business that offers a state of the art indoor cycling studio, featuring a 45-minute high intensity cardiovascular, muscle toning, strength-training workout with beat driven choreography. In the candle lit studio, they provide a mind-body experience that leaves riders feeling empowered. Instructors and playlists are unique and exceptionally motivating. Originally conceived as a way to bring a new pop-up fitness experience to the waterfront, Tandem Cycle has already partnered with iStar and Salt Hotels to conduct a limited number of weekend training sessions at Asbury Lanes. Based on rider response and the success of those weekend events, the idea for Tandem Cycle Asbury Park was born.

Tandem Cycle Asbury Park is intended to be a year round location with outdoor pop-up rides throughout the warmer months (located in a re-designed longhouse building). iStar's goal is to utilize the former information center as a place to help introduce new businesses to Asbury Park. The hope is to then move this business to a more permanent location as new retail space becomes available through the development of future projects. One of the many qualities that allows Tandem Cycle to stand out among competition is the idea of giving back to the local community, and philanthropy is built into their business model. Tandem Cycle Asbury Park plans to partner with The Boys & Girls Club of Monmouth County by making monthly donations to benefit the organization. This gives each rider the opportunity to make a positive impact on the local community every time they clip in. At Tandem Cycle, the more you ride, the more you provide.

Tandem Cycle Asbury Park is consistent with the redevelopment objectives, planning and design principles and permitted uses set forth in Asbury Park's Waterfront Redevelopment Plan ("WRP"). Specifically, it meets the redevelopment objectives of making Asbury Park a great community to live in all year round and helps to spur economic growth through employment opportunities. It also satisfies the WRP planning principle of making Asbury Park a place for families and furthers the design principle of bringing the city back down to the ocean. In addition, it is consistent with the design principles of the Entertainment District by extending "main street" uses from the Casino to Cookman Avenue. It also falls within the list of permitted uses in the WRP which include personal and commercial services, indoor sports and athletic facilities and amusements and recreation.



Architectural rendering of a storefront featuring the Tandem CYCLE logo. The logo is mounted on a wall above a glass entrance. To the right of the entrance is a window. The rendering shows the building's facade, including a small awning over the entrance and a side window.

EXISTING BUILDING WITH PROPOSED GRAPHIC



EXISTING SIGN WITH PROPOSED GRAPHIC

SCALE: $\frac{1}{16}" = 1'-0"$

Councilperson: Offers the Following Resolution and Moves its Adoption

A RESOLUTION GRANTING CONCEPTUAL APPROVAL TO A CONCEPT PLAN ENTITLED "SUMMER EXPERIENCE 2013" PROJECT BY ASBURY PARTNERS, LLC AND REFERRAL TO THE PLANNING BOARD OF THE CITY OF ASBURY PARK FOR APPROVAL.

WHEREAS, Asbury Partners is the designated master developer of the City of Asbury Park by virtue of an Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002; and

WHEREAS, Asbury Partners has presented a concept plan entitled "Summer Experience 2013" to the Technical Review Committee on the 8th day of May, 2013; and

WHEREAS, the Technical Review Committee has evaluated said project and recommended same to the Mayor and Council of the City of Asbury Park, acting as the redevelopment agency of the City of Asbury Park, pursuant to N.J.S.A. 40A:12A-1 and the Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002; and

WHEREAS, the Planning Director of the City of Asbury Park has recommended to the Mayor and Council of the City of Asbury Park acting as its Redevelopment Agency that the plan of Asbury Partners, entitled Better Summer Experience 2013 conceptually meets the redevelopment plan requirements as to being a permitted use; and

WHEREAS, the project was brought forth as a result of the devastation of Superstorm Sandy and Asbury Partners' response thereto to bring more people to the City of Asbury Park during the Summer Seasons of 2013 - 2015; and

WHEREAS, the project is temporary as to duration covering the Summer seasons of 2013-2015; and

WHEREAS, the goal of the project is to market the City of Asbury Park in a positive manner to bring different opportunities to visitors to the City of Asbury Park and residents alike;

WHEREAS, the cost of the project to Asbury Partners far exceeds the economic benefit to Asbury Partners; and

WHEREAS, a goal of this project is to promote tourism in the City of Asbury Park as well as to further improve the experience of residents who enjoy the waterfront during the summer seasons in the City of Asbury Park; and

WHEREAS, the Mayor and Council of the City recognize the need for a speedy approval of this project to meet time constraints for the project to be beneficial to both residents and tourists of the City of Asbury Park for the 2013 Summer Season; and

WHEREAS, the Mayor and Council of the City of Asbury Park recognizes that the project itself took months to design; and

WHEREAS, the City of Asbury Park recognizes that Asbury Partners will expend substantially more in the modular construction of the facilities and the equipment to be used in the project than it will ever recover by way of charges for the use of the temporary facilities; and

WHEREAS, the Mayor and Council of the City of Asbury Park further recognize that the effort that this project has a temporary life and is not going to be extended beyond a three (3) year term.

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

1. The project as submitted and reviewed by the technical review committee and the City Planning Redevelopment Coordinator, Donald B. Sammet conceptually meets the requirements of the Redevelopment Plan as to permitted uses; and
2. The Mayor and City Council of the City of Asbury Park, acting as the Waterfront Redevelopment Authority refer the application to the Planning Board of the City of Asbury Park for a speedy and independent review of the application to allow, if approved, immediate construction of the project; and
3. The Mayor and City Council of the City of Asbury Park encourage, but do not require, the Planning Board of the City of Asbury Park to hold whatever special meeting is available upon request of Asbury Partners to review the subject project as time is of the essence for this project to be considered to be implemented for the 2013 Summer Season.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to each of the following:

- a. Asbury Partners, LLC
- b. Asbury Park Planning Board
- c. Jack Serpico, Esq., Planning Board Attorney
- d. Terence J. Reidy, City Manager
- e. Donald Sammet, PP, Planning & Redevelopment Director

- f. Glenn F. Scotland, Esq., Waterfront Redevelopment
Counsel
- g. Frederick C. Raffetto, Esquire, City Attorney
- h. Fred Lavinthal, Esq., Developer's Attorney

I, STEPHEN M. KAY, 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 a RESOLUTION which was finally adopted by the
City Council at a meeting held on the ____ day of _____, 2013.

CERTIFIED BY ME THIS ____ DAY OF _____, 2013

STEPHEN M. KAY, CITY CLERK

RESOLUTION APPROVING A PRELIMINARY AND FINAL SITE PLAN
APPLICATION FOR A PERIOD OF THREE YEARS OF ASBURY
PARTNERS, LLC FOR BLOCK 3802, LOT 1 AND BLOCK 4004, LOTS 2 & 3,
FOR THE "SUMMER EXPERIENCE" PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Blocks and Lots in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has applied for Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled "the Summer Experience" for a period of three (3) years. The applicant proposes to convert the existing Vive sales trailer located at the Wesley site into an "Asbury Waterfront Headquarters" facility and construct shower, locker-room and lavatories at that site and various kiosks or structures shrouded in vinyl. The applicant also proposes various walkways and landscaping at the site. The applicant also proposes to construct or install storage lockers and a crew station at the Wesley site and the site located at the northeast corner of the intersection of Ocean and Second Avenues. All of the details of application are set forth on the plans and maps introduced into evidence at the public hearing of this application before the Planning Board; and

WHEREAS, the proposed uses are permitted in the WRA Zone and have received the recommendations of the Technical Review Committee and the Mayor and City Council acting in its capacity as the redevelopment agency for the WRA Zone and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at a public hearing held on May 29, 2013; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated use at the site.
2. The plans for the project submitted by the applicant have received the necessary approvals of the WRA Technical Review Committee and the Mayor and Council of the City of Asbury Park acting in their capacity as the City Redevelopment Agency pursuant to a Resolution adopted by the Mayor and City Council on May 15, 2013.

3. The applicant has agreed to accept Board imposed conditions which are hereinafter set forth; and

WHEREAS, the Board determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the waterfront redevelopment plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan application to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for preliminary and final site plan approval of Asbury Partners, LLC., for a period of three years for the aforementioned project is hereby approved contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearing of the Board and the Mayor and City Council are incorporated herein.
2. The applicant agrees to enter into the appropriate Redevelopers Agreement with the City for this project and does further agree to post performance bonds, inspection fees and escrows as determined by the Mayor and City Council acting in their capacity as the City Redevelopment Agency and/or the City Engineer and Board Secretary if required.
3. The applicant agrees to comply with all of the outstanding conditions and recommendations if any, set forth in the reports submitted by the Board Engineer and the Board Planners for this project which are annexed hereto and made a part hereof.
4. Taxes, fees and escrow accounts shall remain current.
5. The applicant will adhere to the findings of fact set forth above.
6. Compliance with all CAFRA regulations applicable to this project.
7. If this project requires the approval of any other governmental agency, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the applicant changing or amending the plans approved by this Board the applicant must appear before this Board for consideration of an amendment to the approved plans.
8. The applicant agrees to comply with the conditions set forth in the City Council Resolution dated May 15, 2013, except as modified herein, which is annexed hereto and made a part hereof.
9. The applicant will pay the appropriate sewer connection fees as determined by the City Engineer for this project.
10. The applicant shall store all trash and recyclables in an onsite enclosure and have a private carting firm pick up the trash and recycling items.

11. This approval shall be for a period of three (3) years commencing in June, 2013. Further, the applicant shall setup and open the facilities in May (with the exception of 2013) and take down the facilities in September of each year.
12. The applicant shall plant 36 palm trees each season during the setup and remove them when the facilities are shut down in September.
13. The applicant shall install a tubular, roof system sheathed or covered in canvas over the lavatory facility on the Wesley site each season.
14. All of the aluminum structures and canvas coverings and posts will be removed at the end of each season. Thereby leaving only the decking in place at each site.
15. Any "path finding" light fixtures installed at the premises shall comply with the applicable City Ordinances
16. All proposed "hammock towers" shown on existing plans shall be removed.
17. The proposed four (4') fence shall be "natural" in color and texture.
18. All of the proposed improvements must comply with the applicable provisions of the Uniform Construction Code and receive the approval of the City Construction Official prior to installation.
19. The applicant shall meet with the Architectural Committee of the Planning Board prior to the adoption of this resolution and submit to said committee for its review and approval the following items:
 - a. Cut sheets for the proposed lavatories.
 - b. Cut sheets for the exterior of the structures and color palette.
 - c. Proposed light fixtures (or diagrams or photos) for the site lighting at the premises.
 - d. A diagram or picture with details of operation of the proposed temporary lavatory facilities, showers and storage lockers.
 - e. All signage or branding is to be approved by the committee.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Sara Anne Towery and seconded by City Manager, Terence Reidy.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. The eligible members are; Terence Reidy, Herbert Fehrenbach, James Henry and Sara Anne Towery.

Ayes: *T. Reidy, H. Fehrenbach, J. Henry, S.A. Towery*

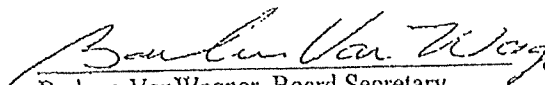
Nays:

Abstain:

June 3, 2013.

Barbara Van Wagner
Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park
Planning Board on June 3, 2013.


Barbara VanWagner, Board Secretary

RESOLUTION APPROVING AN AMENDMENT TO THE PRELIMINARY
AND FINAL SITE PLAN APPROVAL GRANTED TO ASBURY PARTNERS,
LLC FOR BLOCK 3802, LOT 1 AND BLOCK 4004, LOTS 2 & 3, FOR THE
"SUMMER EXPERIENCE" PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Blocks and Lots in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant previously received Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled "the Summer Experience" for a period of three (3) years by this Board on May 29, 2013. The details of that approval are set forth in the Resolution adopted by this Board in support thereof dated June 3, 2013, and the record of the hearing held on May 29, 2013, all of which are incorporated herein in full by reference thereto; and

WHEREAS, the applicant has applied to this Board seeking to omit condition number 12 of the aforementioned approval that states:

"12: The applicant shall plant 36 palm trees each season during the setup and remove them when the facilities are shut down in September."; and

WHEREAS, the applicant has proposed to plant 25 trees that are more indigenous to this area than the palm trees at the Wesley Avenue/Cookman Avenue site; and

WHEREAS, the proposed amendment is permitted by the applicable provisions of the WRA Zone regulations and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at a public hearing held on May 19, 2014; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens if any, has made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated use at the site.
2. The Board accepts the testimony and representations of Tomas Bauer, a licensed Landscape Architect in the State of New Jersey, wherein he indicated that the proposed trees to be planted are more indigenous to this area than the palm trees.

3. The applicant has agreed to accept Board imposed conditions which are hereinafter set forth; and

WHEREAS, the Board determined that the relief requested by the applicant is minor in nature and will better serve the landscaped area of the site.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for an amendment to the preliminary and final site plan approval of Asbury Partners, LLC., to allow the planting of 25 indigenous trees instead of the 36 palm trees required in Condition number 12 of the original approval is hereby granted contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at all of the public hearings of the Board and the Mayor and City Council are incorporated herein.
2. The applicant shall comply with all of the outstanding and continuing conditions and recommendations of the prior approval that are not modified by this approval.
3. Taxes, fees and escrow accounts shall continue to remain current.
4. The applicant will adhere to the findings of fact set forth above.
5. Compliance with all CAFRA regulations applicable to this project.
6. If this project requires the approval of any other governmental agency, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the applicant changing or amending the plans approved by this Board the applicant must appear before this Board for consideration of an amendment to the approved plans.
7. The applicant shall continue to comply with the conditions set forth in the City Council Resolution dated June 3, 2013, except as modified herein, which is annexed hereto and made a part hereof.
8. This approval shall not modify or affect the term of the prior.
9. The applicant shall plant 25 indigenous trees at the site. The applicant shall plant new trees if any of those trees die during the balance of the term of the original approval
10. When the term of the original approval expires, the applicant shall re-plant these trees in another area of the City. These trees will not be destroyed at the expiration of the original term.
11. The trees to be planted shall be 4 to 8 inches in diameter and shall be of type indicated by Mr. Bauer in his testimony.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Garrett Giberson and seconded by James Henry.

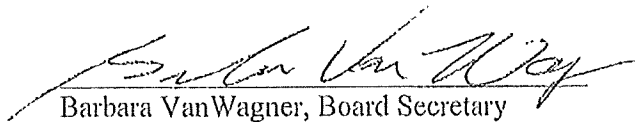
The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application.

Ayes: J. Henry, G. Gibson, J. Moor, S.A. Torrey,
R. Eisenstein, S. Gullotta.

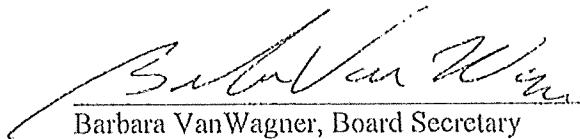
Nays:

Abstain:

June 19, 2014.


Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on June 19, 2014.


Barbara VanWagner, Board Secretary



Resolution # 2016- Resolution of the City of Asbury Park

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL TO ASBURY PARTNERS, LLC REGARDING THE "SUMMER EXPERIENCE" INSTALLATION ON BLOCK 3802, LOT 1; BLOCK 4004, LOTS 2 AND 3, AND ON A PORTION OF BLOCK 4502, LOT 1.26, AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the "Waterfront Redevelopment Plan") which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the "Master Developer") and the City are parties to that certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (the "Redeveloper Agreement") concerning the redevelopment of the City's Waterfront Redevelopment Area; and

WHEREAS, on May 15, 2013, the City Council adopted a Resolution conceptually approving what is known as the "Summer Experience" for the summer seasons of 2013 through 2015 and referring the project to the Planning Board. The Summer Experience is located on Block 3802, Lot 1 and Block 4004, Lots 2 and 3, which is located on the block bounded by Cookman Avenue, St. James Place, Lake Avenue, and Westley Lake Drive. The Summer Experience includes showers, bathrooms, storage lockers, information about the City and its businesses, signage and related amenities and landscaping. By Resolution adopted on June 3, 2013, the Planning Board granted preliminary and final site plan approval and by Resolution adopted on June 19, 2014 amended those approvals to permit the replacement of palm trees with certain indigenous trees; and

WHEREAS, as a result of the success of the Summer Experience, the Master Developer wishes to make certain upgrades and renovations such as new roofing, replacing certain landscaping and other aesthetic changes as further detailed in the plans and related documents submitted to the Council and as explained during the presentation at the April 25, 2016 Council workshop meeting. Additionally, the Master Developer requests to extend the temporary and seasonal use of the property for the Summer Experience until such time as the property is needed for redevelopment; and

WHEREAS, the Master Developer also requests to install a "Crew Tower" on a portion of Block 4502, Lot 1.26, which is generally located adjacent to the west of the boardwalk and just north of the Sunset Avenue Pavilion. The Crew Tower is a truncated teepee shaped frame covered with orange canvas which acts as directional or wayfinding sign/device for visitors to

the oceanfront as further detailed in the plans and related documents submitted to the Council and as explained during the presentation at the April 25, 2016 Council workshop meeting. The Crew Tower will be removed at the end of each summer season and is also requested to be approved as a seasonal use on this portion of Block 4502, Lot 1.26 until such time as the Property is needed for redevelopment,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Summer Experience, together with the upgrades and renovations referenced herein is hereby approved and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan, including but not limited to an amendment to the existing site plan approval. As the Summer Experience was previously reviewed by the Technical Review Committee (the "TRC"), and the proposed revisions are largely renovations, this project does not require TRC review prior to appearing before the Council or the Planning Board. Further, the Council recommends that the Planning Board permit the Master Developer to substitute another suitable and available species in the event the proposed palm trees fail to survive the weather, subject to the review and approval of the Board's Planner but without the need to seek an amended site plan.
3. The temporary and seasonal use of Block 3802, Lot 1 and Block 4004, Lots 2 and 3 for the Summer Experience is approved and may continue until such time as the Property is needed for redevelopment; however not longer than x (#) years without further approval of the Council.
4. The Crew Tower is hereby approved and is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan, including but not limited to site plan approval. As the Crew Tower acts as directional or wayfinding sign/device to public amenities for visitors to the City, specifically the oceanfront, review by the TRC is not warranted prior to appearing before the Council or the Planning Board.
5. The temporary and seasonal use of a portion of Block 4502, Lot 1.26 for the Crew Tower is approved and may continue until such time as the Property is needed for redevelopment; however not longer than ten (10) years without further approval of the Council.
6. This Resolution shall take effect immediately.

Record of Council Vote on Final Passage				
COUNCIL PERSON	AYE	NAY	NV/A	ABSENT
Mayor John Moor				
Deputy Mayor Amy Quinn				
Council Member Barbara Yvonne Clayton				

Record of Council Vote on Final Passage				
COUNCIL PERSON	AYE	NAY	NV/A	ABSENT
Council Member Jesse Kendle				
Council Member Joe Woerner				

✓Indicates vote

NV = Not Voting, A = Abstain

I, CINDY DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of this Resolution which was finally adopted by the City Council at a meeting held on the 27th day of April, 2016.

CERTIFIED BY ME THIS 27TH DAY OF APRIL, 2016

Cindy Dye, City Clerk

RESOLUTION APPROVING A SECOND AMENDMENT TO THE
TEMPORARY PRELIMINARY AND FINAL SITE PLAN APPROVAL OF
ASBURY PARTNERS, LLC FOR BLOCK 3802, BLOCK 4004, LOTS 2 & 3, &
BLOCK 4502, LOT 1.26, FOR THE "SUMMER EXPERIENCE" PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Blocks and Lots and is the tenant under a long term lease with respect to Block 4502, Lot 1.26, in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has previously received Temporary Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled "the Summer Experience" for a period of three (3) years, which approval was granted on May 29, 2013 and memorialized by this Board on June 3, 2013, and a subsequent amendment related to landscape changes granted by this Board in 2014; and

WHEREAS, the applicant has filed an application seeking to amend the approvals mentioned above. The applicant seeks the following amendments:

1. The omission of condition # 11 of the original approval which limited the approvals for a three-year period. The applicant has requested an additional three-year period.
2. Relocation of the crew tower station from the carousel parking area in the south end of the City to an area located between the boardwalk and Ocean Avenue north of Seventh Avenue.
3. A change of the paint color(s) and signage scheme on the Asbury Waterfront Headquarters building and locker room building.
4. Replacement of the current trees with palm trees as originally proposed and approved for the project.

All of the foregoing requests are set forth in the plans and in the testimony presented by the applicant to the Board at a public meeting held on May 16, 2016, all of which is incorporated herein in full by reference thereto; and

WHEREAS, the Board considered this application at a public hearing held on May 16, 2016; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The Board finds that the requests made by the applicant are reasonable so long as the applicant has agreed to accept Board imposed conditions that are set forth hereinafter.

2. The applicant has received the necessary recommendation of the foregoing amendments from the Mayor and City Council acting in their capacity as the City Redevelopment agency. The resolution dated April 27, 2016, from that body is annexed hereto and made a part hereof and designated as Exhibit A.
3. The relief requested by the applicant does not require any deviations from the provisions of the WRA Redevelopment Plan.
4. The Board accepts the testimony of the applicant's witnesses in support of the amendments to wit:
 - a. David Furgal, senior development associate for the project.
 - b. Keenan Hughes, the licensed planner for the applicant.
 - c. Thomas Bauer, the licensed landscape architect for the project; and

WHEREAS, the Board determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the Waterfront Redevelopment Plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed amendments to the prior site plan approval to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for a second amendment to the preliminary and final site plan approval of Asbury Partners, LLC, as outlined above is hereby approved contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearing of the Board are incorporated herein in full by reference thereto.
2. The extension of the original approval is hereby granted for a period of 6 years from June, 2016, by this Board, subject to the applicant requesting any extension from the Redevelopment Agency (Mayor & City Council) beyond 3 years. The intent of this condition is to relieve the applicant from making an additional request from this Board after 3 years.
3. In the event the applicant decides to replace the re-approved palm tree planting with deciduous trees after 2016, the applicant shall consult with the City Shade Tree Commission regarding the type of replacement trees to be planted. The applicant will make the ultimate decision on this issue after consultation with Commission.
4. The palm trees shall be removed before the onset of winter each year.
5. Compliance with the recommendations set forth in the Council Resolution referenced above, if any.
6. The applicant must install a barrier of some type or feature that will prevent the sand on the Cookman Avenue location from leaving the site and entering into the sewer system.

7. The applicant shall continue to comply with all of the conditions of the prior approvals granted for this project that have not been amended, modified or superseded by this approval.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Sara Anne Towery and seconded by Herbert Fehrenbach.

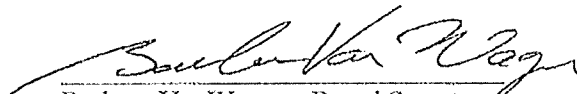
The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. The eligible members are: Chairman, Herbert Fehrenbach, Mayor, John Moor, Councilwoman, Yvonne Clayton, Sara Anne Towery, Trudy Syphax, Barbara Krzak and Anthony Perillo.

Ayes: *H. Fehrenbach, Mayor Moor, Councilwoman Clayton, S.A. Towery, B. Krzak, A. Perillo*

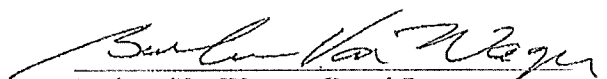
Nays:

Abstain:

June 6, 2016.


Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on June 6, 2016.


Barbara VanWagner, Board Secretary

ASBURY

PARTNERS LLC

an iStar Company 

February 21, 2019

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

Re: Asbury Partners, LLC/Summer Experience
Block 3802, Lot 1; Block 3803, Lot 1 & Block 4004, Lots 2 and 3
Request for Extension of Approval

Dear Mr. Capabianco,

In supplement to our letter and submission dated February 11, 2019 requesting a three (3)-year extension of the approvals for the Summer Experience Project, Block 3803, Lot 1 in connection with the changes proposed for Tandem Cycle facility, we wanted to confirm the following:

- Asbury Partners, LLC also seeks a three (3) year extension of the approvals for the other lots previously approved for the Summer Experience Project, which include Block 3802, Lot 1 and Block 4004, Lots 2 and 3; and
- The only changes being sought in connection with this extension request are those outlined in our submission dated February 11, 2019 for Block 3803, Lot 1. No changes are proposed to Block 3802, Lot 1 and Block 4004, Lots 2 and 3 at this time.

Please let us know if you have any questions or require anything further in connection with scheduling this application for review and consideration by City Council on February 27, 2019.

Very truly yours,



Asbury Partners, LLC
David J. Furgal, Vice President, Land & Development

Cc: Brian A. Cheripka, Asbury Partners, LLC
Jennifer M. Porter, Chiesa Shahinian & Giantomasi PC



**Asbury Park, New Jersey
ORDINANCE NO. 2019-11**

**ORDINANCE AMENDING THE CENTRAL BUSINESS DISTRICT
REDEVELOPMENT PLAN**

WHEREAS, on June 26, 2003 the Mayor and City Council adopted Ordinance No. 2646 entitled “AN ORDINANCE ESTABLISHING A CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN FOR THE CITY OF ASBURY PARK” (the “Ordinance”); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the “Act”) the Ordinance adopted a plan (the “CBD Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Central Business District Redevelopment Area” or the “Area”); and

WHEREAS, the CBD Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the City wishes to revisit and amend the redevelopment plan to permit penthouses with living space; and

WHEREAS, a copy of the proposed amendments to the Plan, as prepared by the City’s Director of Planning and Redevelopment, are attached hereto as Exhibit “A” (the “Proposed Amendments”); and

WHEREAS, the Mayor and City Council adopted a Resolution on November 28, 2018 referring this matter to the Planning Board for its review and comment pursuant to N.J.S.A. 40A:12A-7(e); and

WHEREAS, on February 11, 2019 the Asbury Park Planning Board reported that the Proposed Amendments to Parking and Circulation, and Implementation of the Plan are consistent with the City Master Plan, setting forth certain findings and recommendations as attached and reported to the Municipal Council; and

WHEREAS, the Mayor and the City Council have considered the recommendations of the Planning Board, and wish to incorporate the same herein; and

WHEREAS, the Mayor and City Council now wish to adopt the Proposed Amendments as set forth herein.

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

1. That the recitals hereto are hereby incorporated herein as if set forth at length.
2. That the CBD Redevelopment Plan is hereby amended in order to incorporate the Proposed Amendments as set forth in Exhibit A.
3. That the Proposed Amendments shall supersede the prior language of the affected sections of the Plan.
4. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
5. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
6. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-11 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2019

CINDY A. DYE
CITY CLERK

Exhibit A

Proposed amendment language is in red. Deleted language is ~~strikethrough~~.

CBD Mixed-Use*Purpose*

The purpose of this district is to encourage the adaptive reuse and upgrading of the existing buildings and businesses. First floor uses include a wide variety of non-residential uses with upper floors redeveloped either commercially or residentially.

Permitted Principal Uses

- Ground floor: Retail sales and service, health and fitness centers, childcare facilities, art galleries, museums, theaters, financial institutions, laundromats, eating and drinking establishments subject to the City's Land Development Regulations, cyber related businesses and professional offices such as software designers, web designers, e-commerce and other computer and internet related companies and parking lots and structures. Cyber hotels are prohibited. No drive-thru uses of any kind are permitted.
- Parking lots and structures are principal permitted uses only on properties shown on the properties to be acquired map; provided however that for a period ending on December 31, 2012, parking lots and structures shall be principal permitted uses on Block 114, Lots 3, 9, 10 and 11 (**now known as Block 2508, lot 2**) as provided below:

As a condition of temporary and final site plan approval incorporating the temporary principal permitted use, the Planning Board of the city of Asbury Park shall set forth requirements for an appropriate "screening wall" to shield a parking use from the surrounding properties and pedestrian and vehicular traffic on Bangs Avenue and Bond Street, including specific requirements for material, surface details, construction, height and maintenance of the wall, along with lighting, signage and landscaping for the parcel.

- 625 Bangs Avenue, Block 2505, Lot 7: Ground floor: Retail sales and service, health and fitness centers, childcare facilities, art galleries, museums, theaters, financial institutions, laundromats, eating and drinking establishments subject to the City's Land Development Regulations, cyber related businesses and professional offices such as software designers, web designers, e-commerce and other computer and internet related companies; sound rehearsal, recording and mastering facilities. Cyber hotels are prohibited. No drive-thru uses of any kind are permitted.
- Ground floor of property commonly known as 613 Bangs Avenue and shown on the City Tax Maps as Block 120, Lots 4 and 9 (**now known as Block: 2505, lots 2.10, 2.02**): Retail sales and service, health and fitness centers, childcare facilities, art galleries, museums, theaters, financial institutions, laundromats, eating and drinking establishments subject to the City's Land Development Regulations, cyber related businesses and professional offices such as software designers, web designers, e-commerce and other computer and internet related companies; instructional schools for the visual and performing arts such as dance, music, theater, and paint; sound

rehearsal, recording and mastering facilities. Cyber hotels are prohibited. No drive-thru uses of any kind are permitted.

- On Block 111 (now known as Block 2403), commercial space with frontage on Mattison Avenue exclusively, may contain those uses permitted within the ground floor of the CBD Mixed Use Area as well as the uses permitted on the ground floor of the Cookman Avenue Retail Core.
- Upper floors: Uses permitted on ground floor and residential uses.

Permitted Accessory Uses:

Uses that are incidental and accessory to principal permitted uses.

Bulk standards

- Maximum building coverage: 100%
- Maximum height: 45 feet, except where indicated on height map as it relates to Block 115, Lots 3, 4.01 and 11.02.
- Maximum Height on Block 2402, Lot 3: Existing building height; in the event of destruction of the existing building the maximum permitted height shall be 45 feet.
- A minimum of 35% if the ground level of any building shall be devoted to principal permitted commercial uses identified above. Ground floor area shall be designated as the area of the lot covered by buildings including any projections, cantilevers, overhangs or similar structures.
- Ground floor level gaps in buildings facades along all road frontages shall be limited to driveways necessary to provide vehicular access to the site. In no event shall a one-way driveway exceed 15 feet in width or a two way driveway exceed 25 feet in width.
- Ground floor frontage shall be occupied by permitted commercial uses; lobbies for residential development on upper stories shall be permitted.
- Penthouses on buildings are exempt from the height restrictions of the redevelopment plan provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet in height, and further provided that all building service equipment and appurtenances, in addition to any permitted uses in the zone where located, are enclosed in the penthouse. All penthouses must be setback at least 20 feet from the front (s) of the building and not be visible from either side of the principal street of the building.

Parking

·New non-residential footprint construction shall require 2.0 spaces per 1,000 square feet of additional gross floor area. Parking shall either be constructed on-site or on another CBD mixed-use district property within the redevelopment area. The developer may have the option of contributing an amount equal to ~~the cost of a structured parking stall~~ **the calculated parking impact fee as codified in City Code section 2-87** times the number of stalls required to a fund dedicated to providing parking in the CBD.

·Residential - 1.5 spaces per unit either provided on site or on other CBD mixed-use district property within the redevelopment area. The developer may have the option of contributing an amount equal to ~~the cost of a structured parking stall~~ **the calculated parking impact fee as codified in City Code section 2-87** times the number of stalls required to a fund dedicated to providing parking in the CBD.

·Studio units: 1.0 spaces required to be provided off-site within the CBD Mixed-Use District. The developer may have the option of contributing an amount equal to the calculated parking impact fee **as codified in City Code section 2-87** times the number of spaces required to a fund dedicated to providing and improving parking in the CBD.

Cookman Avenue Retail Core

Purpose

This district contains an eclectic mix of historic and architecturally significant buildings which should be adaptively reused for mixed-use development. First floor retail sales or restaurant uses are required to create a continuous "window shopping" streetscape for the length of Cookman Avenue in the Redevelopment Area. Upper floors may be used for a mix of non-residential and residential uses.

Permitted Principal Uses

Ground floor: retail sales, eating and drinking establishments subject to the City's Land Development Regulations, art galleries, museums and theaters, banks, public parks. No drive-thru uses of any kind are permitted. Service retail, but not professional office or real estate services, is permitted on the ground floor only when a minimum of 20 feet of depth of the storefront fronting the street is used exclusively for retail or gallery space.

Second floor of 700 Cookman Avenue: office, retail sales and service, residential, health and fitness clubs, cyber related businesses and professional offices such as software designers, web designers, e-commerce, and other computer and internet related companies, eating and drinking establishments pursuant to the City's Land Development Regulations, performance space as accessory to an eating and drinking establishment. Cyber hotels are prohibited.

Third floor of 700 Cookman Avenue: office, retail sales and service, residential, health and fitness clubs, cyber related businesses and professional offices such as software designers, web designers, e-commerce, and other computer and internet related companies, nightclubs, sound recording studios, museums. Cyber hotels are prohibited.

Upper floors: office, retail sales and service, residential, health and fitness clubs, cyber related businesses and professional offices such as software designers, web designers, e-commerce, and other computer and internet related companies. Cyber hotels are prohibited.

Upper floors at 700 Cookman Avenue, eating and drinking establishments and performance space accessory to an eating and drinking establishment may operate between the hours of 11:00am and 2:00am seven days a week. Nightclubs, sound recording studios, and museums may operate between the hours of 10:00am and 10:00pm Sunday through Wednesday, and between the hours of 10:00am to 12:00am Thursday through Saturday.

Permitted Accessory Structures and Uses

- Uses that are incidental and accessory to principal permitted uses.

Bulk Standards

- Maximum building coverage: 100%
- Maximum permitted height: See Regulating Map.

Setbacks: Minimum: None Maximum: 5 feet

Penthouses on buildings are exempt from the height restrictions of the redevelopment plan provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet in height, and further provided that all building service equipment and appurtenances, in addition to any permitted uses in the zone where located, are enclosed in the penthouse. All penthouses must be setback at least 20 feet from the front (s) of the building and not be visible from either side of the principal street of the building.

Parking Standards

- Non-residential uses: None
- Residential Uses: 1.5 spaces required per unit to be provided off-site within the CBD mixed-use district.

Lake Avenue Residential

Purpose

This district is the only area in the CBD that is appropriate for ground floor residential use due to its visual connection to Wesley Lake and its compatibility with the adopted Waterfront Redevelopment Plan. The existing restaurant, Moonstruck, is an important amenity on the block and its presence should not be negatively affected by adjacent development. Any development in this district should be sensitive to the existing restaurant both in terms of setbacks and height.

Permitted Principal Uses

- Residential
- Lots 2, 3 & 8.01, Block 117 (now known as Block 3105, Lots 2,3, 5) : First floor eating and drinking establishments subject to the City's Land Development Regulations.
- 527 Lake Avenue, Block 3105, Lot 5 (formally known as Block 117, lot 8.01) eating and drinking establishments, residential, and craft distilleries are permitted.
- Lots 4, 5, & 7, Block 117: Residential and surface parking areas

Permitted Accessory Structures and Uses

- Uses that are incidental and accessory to principal permitted uses. *Bulk Standards*

Maximum building coverage: 90%

Maximum permitted height: 60 feet

Setbacks:

Front yard: Minimum: 0 Maximum: 10

Side yard: 0

Rear yard: 0

- No individual garage openings or driveways shall be permitted facing Lake Avenue

Parking

- 1.5 spaces required per unit. Parking shall be provided on-site in an integral parking garage and/or in the rear yard and/or within the CBD Mixed-Use District.
- Studio units: 1.0 spaces required per unit. Parking shall be provided on-site in an integral parking garage, and/or in the rear yard and/or within the CBD Mixed-Use District. The developer may have the option of contributing an amount equal to the calculated parking impact fee times the number of spaces required to a fund dedicated to providing and improving parking in the CBD.

Non-residential- parking requirements shall be the same as the CBD Mixed Use District.

- 1.5 spaces per unit to be provided in the Lake Avenue Residential District on Lots 4, 5, and 7 on Block 117.

The developer may have the option of contributing an amount equal to the cost of a ~~structured parking stall~~ the calculated parking impact fee as codified in City Code section 2-87 times the number of stalls required to a fund dedicated to providing parking in the CBD.

Block 117 Phasing Plan

· Block 117, lots 4, 5, 6.01, and 7, which are located in the Lake Avenue Residential District and Block 117, lots 6.02 and 10.01 which are located in the Cookman Avenue Retail Core District shall be developed in phases. The phases shall each be built within a period of time which the municipality fixes as reasonable and as specified in a redeveloper agreement.

· Phase I: Shall include the rehabilitation of buildings located on Block 117, lots 6.02 and 10.01. The buildings shall contain ground floor non-residential uses that are permitted in the Cookman Avenue Retail core, and upper story residential uses. Additional stories may be added to the buildings and are subject to maximum height limitations set forth the Central Business District Redevelopment Plan.

· Until such time as they are developed with residential uses as part of Phase II, surface parking lots located on block 117, lots 4, 5, and 7 shall be utilized to satisfy the parking requirements for the uses contained on Block 117, lots 6.02 and 10.01.

Phase II: Shall include the construction of new buildings containing residential uses on Block 117, Lots 4, 5, 6.01, and 7.



**Asbury Park, New Jersey
ORDINANCE NO. 2019-2**

**AN ORDINANCE AMENDING AND SUPPLEMENTING ARTICLES AND SECTIONS
OF CHAPTER THIRTEEN ABANDONED AND VACANT PROPERTIES**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XIII “Abandoned and Vacant Properties” of the “Code of the City of Asbury Park, New Jersey is hereby amended:

ARTICLE 13-800 Abandoned and Vacant Properties

13-801 VACANT AND ABANDONED PROPERTIES.

13-801.1 Purpose.

The purpose of this Article is to protect the public health, safety, morals and welfare by establishing minimum standards governing the maintenance, appearance, rehabilitation and condition of vacant and/or abandoned properties and fixing penalties for violations of this Article.

13-801.2 - DEFINITIONS

As used in this Chapter, the following terms shall have the meanings indicated:

Abandoned Property -

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Official that:
 - (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;

- (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

- (1) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
- A. overgrown or dead vegetation;
 - B. accumulation of newspapers, circulars, flyers or mail;
 - C. past-due utility notices or disconnected utilities;
 - D. accumulation of trash, junk or debris;
 - E. the absence of window coverings such as curtains, blinds or shutters;
 - F. the absence of furnishings or personal items consistent with residential habitation;
 - G. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
 - H. infestation by insects, vermin, rats or other pests;
 - I. windows or entrances that are boarded up or closed off;
 - J. multiple window panes that are damaged, broken or unrepaired;
 - K. doors that are smashed, broken, unhinged or continuously unlocked;
 - L. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.
- (2) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.
- (3) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its

inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

OWNER-

Shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of C.46:10B-51 (P.L. 2008, c. 127, § 17), or any other entity determined by the City of Asbury Park to act with respect to the property.

LIENHOLDER or MORTGAGE HOLDER

Any person or entity holding a note, mortgage, or other interest secured by a building or any part thereof.

Property Maintenance Code shall mean the dually adopted Code of the City of Asbury Park.

PUBLIC OFFICER

Shall mean a person designated by the City Manager as per Section 2-3.4(c) of the City Code.

QUALIFIED REHABILITATION ENTITY

An entity organized or authorized to do business under the New Jersey statutes which shall have as one of its purposes the construction or rehabilitation of residential or nonresidential buildings, the provision of affordable housing, the restoration of abandoned property, the revitalization and improvement of urban neighborhoods, or similar purpose, and which shall be well qualified by virtue of its staff, professional consultants, financial resources, and prior activities to carry out the rehabilitation of vacant buildings, as set forth under N.J.S.A. 55:19-80.

PROPERTY

Any building or structure and the land appurtenant thereto.

VACANT PROPERTY-

Any building used or to be used as a residence which is not legally occupied or at which substantially all lawful construction operations or residential occupancy has ceased for a period of at least three months, and any commercial property that has not been legally occupied or at

which substantially all lawful construction operations have ceased for a period of at least three months, and which exhibits evidence of vacancy such that a reasonable person would believe that the property is vacant. Any property that contains all building systems in working order, is being maintained on a regular basis, has not been cited by the City for any violation of municipal ordinance within such time and is being actively marketed by its owner for sale or rental shall not be deemed vacant.

13-802 - DETERMINATION THAT PROPERTY IS ABANDONDED

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Official that:
 - (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;
 - (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

- (3) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
 - a. overgrown or dead vegetation;
 - b. accumulation of newspapers, circulars, flyers or mail;

- c. past-due utility notices or disconnected utilities;
- d. accumulation of trash, junk or debris;
- e. the absence of window coverings such as curtains, blinds or shutters;
- f. the absence of furnishings or personal items consistent with residential habitation;
- g. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
- h. infestation by insects, vermin, rats or other pests;
- i. windows or entrances that are boarded up or closed off;
- j. multiple window panes that are damaged, broken or unrepaired;
- k. doors that are smashed, broken, unhinged or continuously unlocked;
- l. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.

(4) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.

(5) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

13-802.1 ABANDONDED PROPERTY LIST; NOTICE TO OWNER OF RECORD: CHALLENGE BY OWNER.

- a. The Public Official is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.
- b. The abandoned property list shall apply to the City of Asbury Park as a whole.

The public officer is to identify abandoned property for the purpose of establishing an abandoned property list throughout the City, or within those parts of the City the governing body may designate by Resolution. Each item of identified abandoned property shall include the tax block and lot number, the name of the owner of record, if known, and the street address of the property lot.

The public officer shall establish and maintain a list of abandoned property, known as the "abandoned property list." The Public Officer may add properties to the abandoned property list at any time, and may delete properties at any time when the public officer finds that the property no longer meets the definition of an abandoned property.

- c. The public officer, within ten days of the establishment of the abandoned property list, or any additions thereto, shall send by regular mail, facsimile or electronic mail, a copy of the abandoned property list to the electric and gas utilities serving the municipality.
- d. The abandoned property list shall become effective, and the municipality shall have the right to pursue any legal remedy with respect to properties on the abandoned property list at such time as any one property has been placed on the list in accordance with the provisions of this section, upon the expiration of the period for appeal with respect to that property or upon the denial of an appeal brought by the property owner

13-802.2 **Notice to owner.**

1. The public officer shall establish the abandoned property list or any additions/deletions thereto in the official newspaper designated by the City of Asbury Park. Within 10 days after publication in said newspaper, the public officer shall send a notice by certified mail, return receipt requested, and by regular mail, to the owner of record of every property included on the abandoned property list. The published and mailed notices shall identify property determined to be abandoned setting forth the owner of record and, if known, the tax lot and block number and street address. The public officer, in consultation with the Tax Collector, shall also send out a notice by regular mail to any mortgagee, servicing organization, or property tax processing organization that receives a duplicate copy of the tax bill pursuant to N.J.S.A. 54:4-64(d).
2. When the owner of record is not known for a particular property and cannot be ascertained by the exercise of reasonable diligence by the Tax Collector, notice shall not be mailed but instead shall be posted on the property in the manner as provided in N.J.S.A. 40:48-2.7. The mailed notice shall indicate the factual basis for the finding of the public officer, that the property is abandoned property as that term is defined herein and in N.J.S.A. 55:19-54, and shall specify the information relied upon in making such finding. In all cases, a copy of the mailed or posted notice shall also be filed by the public officer, in the office of the Clerk, County of Camden. This filing shall have the same force and effect as a formal notice under N.J.S.A. 2A:15-6. The notice shall be captioned

with the name of the City of Asbury Park as "Plaintiff" and the name of the property owner as "Defendant," as though an action had been commenced by the City against the owner.

3. An owner or lienholder may challenge the inclusion of his property on the abandoned property list by appealing that determination to the City Manager within 30 days of the owner's receipt of the certified notice or 40 days from the date upon which the notice was sent. An owner whose identity was not known to the public officer shall have 40 days from the date upon which notice was published or posted, whichever is later, to challenge the inclusion of a property on the abandoned property list. For good cause shown, the City Manager shall accept a late filing of an appeal. Within 30 days of receipt of a request for an appeal of the findings contained in the notice, the City Manager shall schedule a hearing for redetermination of the matter. Any property included on the list shall be presumed to be abandoned property unless the owner, through the submission of an affidavit or certification asserting that the property is not an abandoned property, can demonstrate that the property was erroneously included on the list. The affidavit or certification shall be accompanied by supporting documentation, such as, but not limited to, photographs, repair invoices, bills and construction contracts. The sole ground for appeal shall be that the property in question is not abandoned property as that term is defined herein and in N.J.S.A. 55:19-54. The City Manager shall decide any timely filed appeal within 10 days of the hearing on the appeal and shall promptly, by certified mail, return receipt requested, and by regular mail, notify the property owner of the decision and the reasons therefor.
4. The property owner may challenge an adverse determination of an appeal with the City Manager, by instituting, in accordance with the New Jersey Court Rules, a summary trial proceeding in the Superior Court, County of Camden. Such action shall be instituted within 20 days of the date of the notice of decision mailed by the City Manager. The sole ground for appeal and new hearing before the Superior Court shall be that the property in question is not an abandoned property as that term is defined in N.J.S.A. 55:19-54. The failure to institute an action of appeal on a timely basis shall constitute a jurisdictional bar to challenging the adverse determination, except that, for good cause shown, the court may extend the deadline for instituting the action.
5. The Public Officer shall promptly remove any property from the abandoned property list that has been determined by the City Manager or on appeal not to be abandoned and may, in its discretion, remove properties from said list whenever the City Manager deem such removal appropriate under the circumstances.
6. The abandoned property list shall become effective, and the City shall have the right to pursue any legal remedy with respect to properties on the list, at any time after at least one property has been placed on the list and following the expiration of the period for appeal with respect to that first property or upon the denial of an appeal brought by the property owner of that first property.

13-803 REGISTRATION OF VACANT PROPERTY.

13-803.1 Definitions.

As used in this section:

Municipal Officer/Public Officer shall mean the individual(s) appointed to the position

by the City Manager as per Section 2-3.4(c) of the City Code.

Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Public Officer shall mean an individual appointed by the City Manager to carry out activities as per applicable State and local statutes as per Section 2-3.4(c) of the City Code.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-81; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.

13-803.1(A) EVIDENCE OF VACANCY-

1. Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
 - a. overgrown or dead vegetation;
 - b. accumulation of newspapers, circulars, flyers or mail; p
 - c. past-due utility notices or disconnected utilities;
 - d. accumulation of trash, junk or debris;
 - e. the absence of window coverings such as curtains, blinds or shutters;
 - f. the absence of furnishings or personal items consistent with residential habitation;
 - g. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
 - h. infestation by insects, vermin, rats or other pests;
 - i. windows or entrances that are boarded up or closed off;
 - j. multiple window panes that are damaged, broken or unrepaired;
 - k. doors that are smashed, broken, unhinged or continuously unlocked;
 - l. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.
2. Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.

13-803.2 Registration of Vacant Property Required; Term; Fee

- a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within thirty (30) days after the building becomes vacant property or within thirty (30) days after assuming ownership of the vacant property, whichever is later; or within ten (10) days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- b. Each property having a separate tax block and lot number shall be registered separately.
- c. The registration shall include the information required under subsection 13-802.4, the insurance certificate required under subsection 13-802.7, as well as any additional information that the municipal officer may reasonably require.
- d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in the applicable subsection for each vacant property registered.
- e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than ten (10) months prior to that date.
- f. The owner shall notify the municipal officer within thirty (30) days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.
- g. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

13-803.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent.

13-803.4 Registration Application Content.

- a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the

owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24-hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.

- b. An owner who is a natural person and who maintains offices in the State of New Jersey or resides within the State of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.
- c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.
- d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

13-804 Fee Schedule.

The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

13-804.1 Violations and Penalties.

- a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.
- b. For purposes of this section, failure to file a registration statement within 30 days

after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 13-802.6 and 13-802.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.

13-805 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

13-806 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building.

Policy shall be written on a comprehensive Personal or Commercial form and protect against claims for all damages arising from bodily injury or property damage including death, proof of which shall be furnished by a currently dated Certificate of Liability Insurance. The City of Asbury Park reserves the right to accept, amend or modify any of the conditions listed. The owner agrees to indemnify and hold the City of Asbury Park and its Officers, Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities") harmless from any and all liability, claims, costs and attorney's fees rising out of the use of the property referred to above.

Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration.

13-807 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means.

13-808 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the daily and annual administration of the provisions of this section 13-802-10 action to transfer property to municipality (Receivership)

As per N.J.S.A. 55:19-84, the City is authorized to partake in a summary action or otherwise to transfer possession and control of abandoned property in need of rehabilitation to a municipality may be brought by a municipality in the Superior Court in the county in which the property is situated. If the court shall find that the property is abandoned pursuant to section 4 of P.L.2003, c.210 (C.55:19-81) and the owner or party in interest has failed to submit and initiate a rehabilitation plan, then the court may authorize the municipality to take possession and control of the property and develop a rehabilitation plan.

The municipality granted possession and control may commence and maintain those further proceedings for the conservation, protection or disposal of the property or any part thereof that are required to rehabilitate the property, necessary to recoup the cost and expenses of rehabilitation and for the sale of the property; provided, however, that the court shall not direct the sale of the property if the owner applies to the court for reinstatement of control of the property as provided in section 15 of P.L.2003, c.210 (C.55:19-92).

Failure by the owner, mortgage holder or lien holder to submit plans for rehabilitation to the municipality, obtain appropriate construction permits for rehabilitation or, in the alternative, submit formal applications for funding the cost of rehabilitation to local, State or federal agencies providing such funding within that six-month period shall be deemed prima facie evidence that the owner has failed to take any action to further the rehabilitation of the property.

The rules that govern this include, but are not limited to: N.J.S.A 55:19-84 through N.J.S.A. 55:19-97.

13-809 Removal from Vacant Property List.

As per N.J.S.A. 55:19-57 et. seq. the following shall be how a property shall be removed from the vacant property list:

- (1) An owner may remove a property from the list of abandoned properties prior to sale of the tax sale certificate by paying all taxes and municipal liens due, including interest and penalties and:
- (2) by posting cash or a bond equal to the cost of remediating all conditions because of which the property has been determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55) and posting cash or a bond to cover the cost of any environmental

cleanup required on the property, evidenced by a certification by a licensed engineer retained by the owner and reviewed and approved by the public officer stating that the cash or bond adequately covers the cost of the cleanup; or

- (3) by demonstrating to the satisfaction of the public officer that the conditions rendering the property abandoned have been remediated in full; provided, however, that where the public officer finds that the owner is actively engaged in remediating the conditions because of which the property was determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), as evidenced by significant rehabilitation activity on the property, the public officer may grant an extension of time of not more than 120 days for the owner to complete all work, during which time no further proceedings will be taken against the owner or the property.
- (4) If the owner has posted cash or a bond in order to have a property removed from the abandoned property list and the conditions because of which the property was determined to be abandoned have not been fully remediated within one year of the date of posting the cash or bond, or, in the case of a property which requires a remediation of any known, suspected or threatened release of contaminants, if the owner has failed to enter into a memorandum of agreement with the Department of Environmental Protection or an administrative consent order, as the case may be, or if an agreement or order is in effect but the owner has failed to perform the remediation in conformance with the agreement or order, then the cash or bond shall be forfeited to the municipality which shall use the cash or bond and any interest which has accrued thereon for the purpose of demolishing or rehabilitating the property or performing the environmental remediation. Any funds remaining after the property has been demolished, rehabilitated or cleaned up shall be returned to the owner.

13-810 SPECIAL TAX SALE; CRITERIA FOR BIDDERS

- (1) The City may take properties on the abandoned property list that are also eligible for tax sale under N.J.S.A. 55: 19-56, take them off the regular tax sale and hold a special tax sale for those properties. Under a special tax sale, the City may set qualifications and performance requirements for bidders, in order to ensure that the properties go to entities that will reuse them in a manner consistent with the public interest (N.J.S.A.55:19-101)
- (2) **As per the requirements of** N.J.S.A. 54:19-56 the City may require any property on the Vacant Property List in which the tax cert if held by the City, to remediate the property in accordance with this Section and applicable State law.

13-811 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

13-8011.1 Definitions.

ABANDONED PROPERTY-

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned

property upon a determination by the Public Official that:

- (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;
 - (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

- (1) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
- a. overgrown or dead vegetation;
 - b. accumulation of newspapers, circulars, flyers or mail;
 - c. past-due utility notices or disconnected utilities;
 - d. accumulation of trash, junk or debris;
 - e. the absence of window coverings such as curtains, blinds or shutters;
 - f. the absence of furnishings or personal items consistent with residential habitation;
 - g. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
 - h. infestation by insects, vermin, rats or other pests;
 - i. windows or entrances that are boarded up or closed off;
 - j. multiple window panes that are damaged, broken or unrepaired;
 - k. doors that are smashed, broken, unhinged or continuously unlocked;
 - l. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.

- (2) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.
- (3) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the "New Jersey Residential Mortgage Lending Act," and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Property Maintenance Code shall mean the dually adopted Code of the City of Asbury Park.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.

13-811.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

- a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property as defined in this article, local or State law.
- b. Where a Creditor is located out-of-State, the Creditor shall be responsible for

appointing an in-State representative or agent to act on the Creditor's behalf for the purpose of satisfying the requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the "Save New Jersey Homes Act of 2008"), and shall further include the full name and contact information of the in-State representative or agent.

- c. All foreclosing creditors, and, in the case of an out-of-State foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.
- d. As per N.J.S.A **40:48-2.12s(c)(1)** the out-of-State creditor shall be subject to the following: a. of this section found by the municipal court of the municipality in which the property subject to the ordinance is located, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent pursuant to the ordinance shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on a creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L.2008, c.127 (C.46:10B-51) for providing notice to the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been served.
- e. The out-of-State creditor shall maintain the exterior and interior of the property in accordance to the City's Property Maintenance Code

13-811.3 NOTICE OF VIOLATION.

- a. The City's public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-803.2 and the Save New Jersey Homes Act of 2008.
- b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within thirty (30) days of receipt of the notice, or within ten (10) days of receipt of the notice if the violation presents an imminent threat to public health and safety.
- c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is Vacant and Abandoned for the purposes of P.L. 2012 (N.J.S.A. 2A-50-73).

13-811.4 Violations and Penalties.

- a. A Creditor subject to this section that is found by the municipal court of the City, or

by any other court of competent jurisdiction, to be in violation of the requirement to correct a “care, maintenance, security, or upkeep violation” cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence thirty-one (31) days following the Creditor’s receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence eleven (11) days following receipt of the notice.

- b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-State Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.
- c. No less than twenty (20 %) percent of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.

13-812 ABATEMENT BY CITY; RECOURSE AGAINST CREDITOR

If the City expends funds in order to abate a nuisance or correct a violation on a residential property in which the creditor was given a notice of violation but failed to abate the nuisance or correct the violation as directed, the City shall have the same recourse against the creditor as it would have against the title owner of the property, including but not limited to the recourse provided under Section 42 of P.L.2003, c.210 (N.J.S.A. 55:19-100).”

13-813 Public officer authority to place lien on property; remedies.

The public officer, with the approval of the court, may place a lien on the property to cover any costs of the City in connection with a proceeding under this chapter, incurred prior to the grant by the court of an order of possession, which may include costs incurred to stabilize or secure the property to ensure that it can be rehabilitated in a cost-effective manner.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-2 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CINDY A. DYE
CITY CLERK

ARTICLE 13-800 Abandoned and Vacant Properties

(Ord. No. 2016-53)

13-801 IDENTIFICATION OF VACANT AND ABANDONED PROPERTIES.

13-801.1 Purpose.

The purpose of this Article is to protect the public health, safety, morals and welfare by establishing minimum standards governing the maintenance, appearance, rehabilitation and condition of vacant and/or abandoned properties and fixing penalties for violations of this Article.

13-801.2 - DEFINITIONS

As used in this Chapter, the following terms shall have the meanings indicated:

ABANDONED PROPERTY-

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Official that:
 - (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;
 - (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least

six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

(1) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past-due utility notices or disconnected utilities; accumulation of trash, junk or debris; the absence of window coverings such as curtains, blinds or shutters; the absence of furnishings or personal items consistent with residential habitation; statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned; infestation by insects, vermin, rats or other pests; windows or entrances that are boarded up or closed off; multiple window panes that are damaged, broken or unrepaired; doors that are smashed, broken, unhinged or continuously unlocked; or any uncorrected violation of a municipal building, housing or similar code during the preceding year.

(2) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.

(3) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

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OWNER-

Shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of C.46:10B-51 (P.L. 2008, c. 127, § 17), or any other entity determined by the City of Asbury Park to act with respect to the property.

PUBLIC OFFICER

Shall mean a person designated by the City Manager

VACANT PROPERTY-

Any building used or to be used as a residence which is not legally occupied or at which substantially all lawful construction operations or residential occupancy has ceased for a period of at least three months, and any commercial property that has not been legally occupied or at which substantially all lawful construction operations have ceased for a period of at least three months, and which exhibits evidence of vacancy such that a reasonable person would believe that the property is vacant. Any property that contains all building systems in working order, is being maintained on a regular basis, has not been cited by the City for any violation of municipal ordinance within such time and is being actively marketed by its owner for sale or rental shall not be deemed vacant.

13-801.1 City List of Abandoned Properties.

- a. The ~~Director of Property Improvement and Neighborhood Preservation and Code Enforcement or the City Manager's designee~~Public Official is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.
- b. The abandoned property list shall apply to the City of Asbury Park as a whole.
- c. ~~The Director of Property Improvement and Neighborhood Preservation and Code Enforcement or the City Manager's designee is hereby designated as the public officer for the purpose of carrying out the responsibilities established by this section and shall have all the responsibilities and powers provided by law.~~
- d. The Director of Property Improvement and Neighborhood Preservation and Code Enforcement, Public Officer or the City Manager's designee shall exercise the authority granted the City pursuant to Section 13 of P.L.2003, c.210, to designate

qualified rehabilitation entities to act as the designee of the City with respect to the provisions of that section.

- e. The ~~Director of Property Improvement and Neighborhood Preservation and Code Enforcement or the City Manager's designee~~Public Officer shall provide a report to the Mayor and City Council every six (6) months, with respect to the number and location of properties on the abandoned property list, the status of those properties, and any actions taken by the City or by any qualified rehabilitation entity designated pursuant to the authority granted to the public officer with respect to any property on the list or any other abandoned property within the City.

13-802 REGISTRATION OF VACANT PROPERTY.

13-802.1 Definitions.

As used in this section:

Municipal Officer shall mean the ~~Director of Property Improvement and Neighborhood Preservation and Code Enforcement or such official within that department as may be designated by the Director in writing~~individual(s) appointed to the position by the City Manager

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Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Public Officer shall mean an individual appointed by the City Manager to carry out activities as per applicable State and local statutes.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80~~1~~; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively

marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.

13-802.2 Registration of Vacant Property Required; Term; Fee Waivers.

- a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within thirty (30) days after the building becomes vacant property or within thirty (30) days after assuming ownership of the vacant property, whichever is later; or within ten (10) days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- b. Each property having a separate tax block and lot number shall be registered separately.
- c. The registration shall include the information required under subsection 13-802.4, the insurance certificate required under subsection 13-802.7, as well as any additional information that the municipal officer may reasonably require.
- d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in subsection 13-802.5 for each vacant property registered.
- e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than ten (10) months prior to that date.
- f. ~~1. Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve (12) month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee, but shall comply with all other provisions of this section. In the event that the property has not been restored to productive use and occupancy at the end of the twelve (12) month period, the owner shall be liable for any fee waived. The municipal officer, after consultation with the City Council and with the~~

~~approval of a majority thereof, may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve (12) month period.~~

2. ~~Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this section is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market or other conditions that project may require more than one year for realization, the municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with such documentation, which may include plans, financing applications, applications for land use approval or other evidence of progress.~~

- g. The owner shall notify the municipal officer within thirty (30) days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.
- h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

13-802.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent.

13-802.4 Registration Application Content.

- a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement

proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24-hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.

- b. An owner who is a natural person and who maintains offices in the State of New Jersey or resides within the State of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.
- c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.
- d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

13-802.5 Fees.

- a. The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00 or prorated amount per subsection 13-802.2
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

- b. ~~One hundred (100%) percent of all fee income resulting from the application of this section shall be used for the sole purpose of carrying out municipal activities with respect to vacant and distressed properties, including but not limited to code enforcement, abatement of nuisance conditions, stabilization, rehabilitation, and~~

~~other activities designed to minimize blight and further productive reuse of properties.~~

13-802.6 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

13-802.7 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building.

Policy shall be written on a comprehensive Personal or Commercial form and protect against claims for all damages arising from bodily injury or property damage including death, proof of which shall be furnished by a currently dated Certificate of Liability Insurance. The City of Asbury Park reserves the right to accept, amend or modify any of the conditions listed. The owner agrees to indemnify and hold the City of Asbury Park and its Officers, Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities") harmless from any and all liability, claims, costs and attorney's fees rising out of the use of the property referred to above.

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Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement.

Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration.

13-802.8 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means.

13-802.9 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the daily and annual administration of the provisions of this section, ~~after consultation with the City Council and with the approval of a majority thereof.~~

13-802-10 Action to transfer property to municipality (Receivership)

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As per N.J.S.A. 55:19-84 The City is authorized to partake in a summary action or otherwise to transfer possession and control of abandoned property in need of rehabilitation to a municipality may be brought by a municipality in the Superior Court in the county in which the property is situated. If the court shall find that the property is abandoned pursuant to section 4 of P.L.2003, c.210 (C.55:19-81) and the owner or party in interest has failed to submit and initiate a rehabilitation plan, then the court may authorize the municipality to take possession and control of the property and develop a rehabilitation plan.

The municipality granted possession and control may commence and maintain those further proceedings for the conservation, protection or disposal of the property or any part thereof that are required to rehabilitate the property, necessary to recoup the cost and expenses of rehabilitation and for the sale of the property; provided, however, that the court shall not direct the sale of the property if the owner applies to the court for reinstatement of control of the property as provided in section 15 of P.L.2003, c.210 (C.55:19-92).

Failure by the owner, mortgage holder or lien holder to submit plans for rehabilitation to the municipality, obtain appropriate construction permits for rehabilitation or, in the alternative, submit formal applications for funding the cost of rehabilitation to local, State or federal agencies providing such funding within that six-month period shall be deemed prima facie evidence that the owner has failed to take any action to further the rehabilitation of the property.

The rules that govern this include, but are not limited to: N.J.S.A 55:19-84 through N.J.S.A. 55:19-97.

13-802.10 Violations and Penalties.

- a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.
- b. For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 13-802.6 and 13-802.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.

13-802.11 Removal from Vacant Property List.

As per N.J.S.A. 55:19-57 et. seq. the following shall be how a property shall be removed from the vacant property list:

(1) An owner may remove a property from the list of abandoned properties prior to sale of the tax sale certificate by paying all taxes and municipal liens due, including interest and penalties and;

(2) by posting cash or a bond equal to the cost of remediating all conditions because of which the property has been determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55) and posting cash or a bond to cover the cost of any environmental cleanup required on the property, evidenced by a certification by a licensed engineer retained by the owner and reviewed and approved by the public officer stating that the cash or bond adequately covers the cost of the cleanup; or

(3) by demonstrating to the satisfaction of the public officer that the conditions rendering the property abandoned have been remediated in full; provided, however, that where the public officer finds that the owner is actively engaged in remediating the conditions because of which the property was determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), as evidenced by significant rehabilitation activity on the property, the public officer may

grant an extension of time of not more than 120 days for the owner to complete all work, during which time no further proceedings will be taken against the owner or the property.

(4). If the owner has posted cash or a bond in order to have a property removed from the abandoned property list and the conditions because of which the property was determined to be abandoned have not been fully remediated within one year of the date of posting the cash or bond, or, in the case of a property which requires a remediation of any known, suspected or threatened release of contaminants, if the owner has failed to enter into a memorandum of agreement with the Department of Environmental Protection or an administrative consent order, as the case may be, or if an agreement or order is in effect but the owner has failed to perform the remediation in conformance with the agreement or order, then the cash or bond shall be forfeited to the municipality which shall use the cash or bond and any interest which has accrued thereon for the purpose of demolishing or rehabilitating the property or performing the environmental remediation. Any funds remaining after the property has been demolished, rehabilitated or cleaned up shall be returned to the owner.

13-802.12 Tax Sale

- (1) The City may take properties on the abandoned property list that are also eligible for tax sale under N.J.S.A. 55:19-56, take them off the regular tax sale and hold a special tax sale for those properties. Under a special tax sale, the City may set qualifications and performance requirements for bidders, in order to ensure that the properties go to entities that will reuse them in a manner consistent with the public interest (N.J.S.A.55:19-101).
- (2) As per the requirements of N.J.S.A. 54:19-56 the City may require any property on the Vacant Property List in which the tax cert is held by the City, to remediate the property in accordance with this Section and applicable State law.

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13-803 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

13-803.1 Definitions.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the “New Jersey Residential Mortgage Lending Act,” and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Property Maintenance Code shall mean the dually adopted Code of the City of Asbury Park.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.

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13-803.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

- a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property.
- b. Where a Creditor is located out-of-State, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor’s behalf for the purpose of satisfying the requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the “Save New Jersey Homes Act of 2008”), and shall further include the full name and contact information of the in-State representative or agent.
- c. All foreclosing creditors, and, in the case of an out-of-State foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.
- d. As per N.J.S.A 40:48-2.12s(c)(1) the out-of-State creditor shall be subject to the following: a. of this section found by the municipal court of the municipality in which the property subject to the ordinance is located, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent pursuant to the ordinance shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on a creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L.2008, c.127 (C.46:10B-51) for providing notice to the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

- e. The out-of-State creditor shall maintain the exterior and interior of the property in accordance to the City's Property Maintenance Code

13-803.3 Notice.

- a. The City's public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-803.2 and the Save New Jersey Homes Act of 2008.
- b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within thirty (30) days of receipt of the notice, or within ten (10) days of receipt of the notice if the violation presents an imminent threat to public health and safety.
- c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is "Vacant and Abandoned" for the purposes of this section.

13-803.4 Violations and Penalties.

- a. A Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a "care, maintenance, security, or upkeep violation" cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence thirty-one (31) days following the Creditor's receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence eleven (11) days following receipt of the notice.
- b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-State Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

- c. No less than ~~twenty one hundred~~ (10200 %) percent of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.



Minutes
Meeting of the Municipal Council
Wednesday, February 27, 2019
WORK SESSION

Announcement by the City Clerk

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

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

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

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applicants for this evening's meeting.

Items to be presented by Madison Asbury Retail, LLC:

1. Renovations to the Fourth Avenue Pavillion(Block 4502, Lots 1 and 13)

Representatives of Madison Asbury Retail, LLC presented a proposal for the renovations to the Fourth Avenue Pavillion.

Review of Agenda Items for February 27, 109 Regular Meeting

City Manager Capabianco reviewed the items on this evening's agenda with the Mayor and City Council.

Matters from City Manager

1. North End Boardwalk Presentation

City Manager Capabianco made a presentation to the Mayor and City Council on the conceptual plan for the North End Boardwalk.

Matters from City Council

Council Member Chapman stated that the Sunset Lake Commission is reviewing the master plan. An open session was held in February. Another open session will be held on Tuesday, March 5

to discuss comments. Applications are being accepting for the St. Patrick's Day parade.

Council Member Clayton stated that the Asbury Park School District will be holding a Black History estravenganza tomorrow evening. Prior to the event a film Founding Asbury will be shown. On March 8 the Asbury Park Recreation will be holding another dance party at the Senior Center.

Deputy Mayor Quinn stated that Asbury Park Library and Recreation are jointly holding a story time on Saturday, March 2 at 3 p.m. featuring Dr. Seuss. Asbury Park Police Department are hiring Special Police Officers.

Mayor Moor stated that the Christopher Reeve Foundation is holding a fundraiser at Langosta Lounge. The Boys Club is holding an event tomorrow evening at the Asbury Park Hotel. He recognized the people who helped with the Black History celebration last Thursday.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

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

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



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

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

MEMO

Technical Review Committee

To: Mayor and Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Esq., Redevelopment Counsel
Madison Asbury Retail, LLC, Applicant

Date: February 15, 2019

Re: **TRC REVIEW**
MADISON ASBURY RETAIL, LLC
Fourth Avenue Pavillion
Block 4502, Lots 1 and 13
SITE PLAN CONCEPTIAL REVIEW

The TRC met on January 18, 2019 to review an amendment to the renovation of the Fourth Avenue Pavillion. The renovation of the Fourth Avenue Pavillion consists of recladding of the building exterior, elevator installation, gut renovation to existing floors, the addition of a patio deck on Ocean Avenue and new signage. The applicant Asbury Madison Retail, LLC, has asked for an amendment of the previous 2016 approval for renovation. The applicant's amendment is based on feedback from "the market" of possible tenants of the second floor of the building. The applicant desires to eliminate the roof deck and the configuration for second floor office space. The second floor would be an open floor space. There is interest from entertainment users for a large open floor plan for activities such as arcade games, ping pong, and pool. However, the applicant would like to retain the option of converting the second floor to office space if the market so dictates.

The building square footage of the proposed design is 33,800 square feet total, not including the basement, with 16,900 square feet for each floor. The basement is an

additional 33,800 square feet. The building coverage is 60.7%. The building height is two stories with 25'-0" at Ocean Avenue and 21'-1" at the boardwalk. The lot area of the site is 25,058.97 square feet (0.575 acres) with 228.99 feet of lot frontage.

There are 17 changes to the plans from the 2017 approval.

The stair layouts for the Ocean Avenue side wood deck walkway platform are redesigned. The walkway has been redesigned so that there are additional stairs from the sidewalk to the doors of the building. Stairways to front deck will be similar to the design of the Fifth Avenue Pavillion. There is a desire to create deck space to displace retail wares or provide outside seating for restaurants.

An Ocean Avenue entrance was added to access the basement storage space. The stairs and elevator do not go down to basement as there will be no public use of the basement. Lifeguard area will stay as is with bathrooms and lockers in the basement. The rest of the basement is unoccupied.

The applicant has created the option to adapt the public arcade within the center column bays of the building to future retail tenant spaces. The center bay can have a future tenant and use the second floor or it can have the option to be a common corridor or breezeway.

The interior translucent flooring for all floors has been eliminated. A solid floor allows for more flexibility in renting the space.

The applicant is replacing the overhead glass door and side egress doors with two swing double door figurations along the boardwalk side at the center column bay of the building. The overhead glass door to the breezeway has been eliminated to allow tenant flexibility.

The Central monumental stair and elevator configuration has been redesigned for tenant rental flexibility. The central arcade may be a lobby for upstairs or remain a breezeway.

The central monumental stair and elevator to the basement or rooftop levels has been removed.

The first floor space for retail and restaurant tenants has been slightly modified.

The second floor has been designed to adapt to retail, food service and/or amusement/recreation use for the second floor. All the spaces on the second floor can be readapted for one tenant or several types of tenants. Second floor access is only in the center of the building.

North and South end balcony spaces are reconfigured. End balconies are now larger. The second floor balconies are private for the users of the second floor. If the tenant serves food and beverage, they may be consumed on the balconies.

The stair extensions to the roof level are now eliminated.

All support spaces on the roof top are eliminated such as the deck, bathrooms and storage. Only mechanical screening is left on the roof. There is a roof hatch for access.

The proposed façade materials are gray metal storefront, white stucco, precast concrete, brick at the ends of the building, metal roof fascia, and metal gray metal panels to screen the mechanicals. Brick finishes are reduced to north and south stair towers. Introducing stucco finishes to the majority of the building. The façade brick will either be red or white. It will be up to the individual tenants to outfit the front of their leased spaces.

Canopy locations are reconfigured and the redesign center building Public Arcade entrance is redesigned to allow it to be an entrance for a future tenant. The canopy locations did not change significantly, but are more symmetrical and uniform. Canopy material is composite of resin and metal. They are hard canopies. Canopy colors have already been selected by the municipal planning board and no change is sought at this time. Any color change in the future should be reviewed by the Planning Board Design Review Committee.

Tenant building signage, the art mural walls and exterior lighting have been reconfigured. Each tenant will have a 2 X 8 foot wall mounted sign and a 1 X 4 foot blade sign. There is an extra mural location so that the north and south elevations have 2 murals each for 4 total. Murals would be changeable. Each new design would seek approval from the City of Asbury Park Public Art Commission. Lighting will be LED recessed and shall be a thin band for the murals and signage band. Blade signs are lit with building mounted spot lights. The wall and blade signs are not direct lit.

The rooftop equipment screen will change from composite wall panels to metal wall panels.

The composite wall panels at the end stair tower locations along Ocean Avenue side are replaced with monumental artistic signage elements on the stucco finished surface. The signage will be submitted for separate approval once tenants are selected. Only conceptual approval and locations are sought at this time.

The mechanical equipment is changing. The electrical switch gear shall be located on the main level. No mechanicals will be below base flood elevation. Existing transformers

shall be used. The kitchen mechanicals will be screened and the proposed building design will make them easier to screen than those of the Fifth Avenue Pavillion.

Sidewalks are not changing and ADA access is not changing.

Stormwater runoff will be handled as a direct connection with roof leaders that tie into the inlets.

The TRC indicated their preference for white brick rather than red brick as it is more in keeping with Art Moderne design principals which is the dominant architecture of the waterfront. The white surface will also visually attract more attention to the murals. In addition, the white brick matches the window materials

TRC Comments and Recommendations

The TRC recommended that white brick be used instead of red brick because it is more in keeping with the design guidelines of the plan to maintain the Art Moderne design of the waterfront area. In addition, the planning board should analyze the lighting and that large logos and signage will receive board approval when the designs are fully developed.



Minutes
Meeting of the Municipal Council
Wednesday, February 27, 2019
REGULAR MEETING

Executive Session - 3:30 p.m.

2019-88 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [3 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Amy Quinn, John Moor
ABSENT:	Jesse Kendle
AWAY:	Yvonne Clayton

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

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

APPOINTMENT BY MAYOR MOOR TO THE LIBRARY BOARD OF TRUSTEES

Mayor Moor has appointed Hector Palomo to the Library Board with a term expiring December 31, 2019.

PUBLIC PARTICIPATION

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the meeting to the public.

The following members of the public spoke: Ernest Mignoli, Linda Phillips, Conrad Nibblet, Carrie Butch, Michael Kushner, Catherine Murphy, Felicia Simmons, Joyce Grant, Bill Stevens, Jennifer Sirwa, Pama Yoga, Charles Trott, Kay Harris, Tracy Rogers, Pat McGee, Duane Small, ? Colon, Kathleen Muma, Dan Harris, Louis Murray, Ryan Clemons, Rita Marano, Charlie ??, ?? Stucky,

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public.

MINUTES

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

1. Executive Minutes of Feb 13, 2019 4:00 PM
2. Municipal Council - Work Session - Feb 13, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Feb 13, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2019-89 Resolution Approving Special Event Applications
- 2019-90 Resolution to Refund Overpaid Taxes 3705-10.22 1706 Park Ave, Unit PHA
- 2019-91 A Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

INDIVIDUAL RESOLUTIONS

- 2019-92 Resolution Amending Temporary Budget Appropriations for 2019 Budget

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

- 2019-93 Resolution Approving Payment of Bills

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

2019-94 Resolution Amending a Contract for Installation of Playground Equipment

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

2019-95 Resolution Authorizing the use of Contracts with Approved Omnia Partners Government Purchasing Alliance National Coop Vendors

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

2019-96 Authorizing the Award of a Contract Regarding the Operation of a Seasonal Concession Involving surf lessons

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

2019-97 Authorizing the Award of a Contract Regarding the Operation of a Seasonal Concession Involving the Rental of Pedal Boats for Wesley Lake

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

2019-98 Authorizing the Award of a Contract Regarding the Operation of a Seasonal Concession Involving the Rental of Umbrellas, Beach Chairs and Other Items

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

2019-99 Awarding Bid for Printing Services

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

2019-100 Resolution Authorizing Purchase of Ammunition and Targets for the Police Department

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

2019-101 Resolution Authorizing the Purchase of One Hot Water Coils in HV-4 Air Handler at the Wastewater Treatment Plant

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

2019-102 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

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

2019-103 Resolution Approving Second Amendment to the Redevelopment and Land Disposition Agreement by and Between the City of Asbury Park, as Redevelopment Entity, and Interfaith Neighbors, Inc.

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

2019-104 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Redevelopment Entity, Granting an Amendment to Conceptual Approval To Asbury Partners, LLC Regarding the “Summer Experience” installation on Block 3802, Lot 1 and to continue the sign installation on Block 4004, lots 2 and 3; and referring the matter to the planning board for Appropriate approvals

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

ORDINANCES

Introduction

2019-11 Ordinance Amending The Central Business District Redevelopment Plan

Public hearing is scheduled for March 27, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/27/2019 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

Second Reading/Public Hearing

2019-2 An Ordinance Amending and Supplementing Articles and Sections of Chapter Thirteen
Abandoned and Vacant Properties

RESULT:	DEFEATED [0 TO 4]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
NAYS:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at 7:55 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk