



Agenda
Meeting of the Municipal Council
Wednesday, March 11, 2020
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

- A. Proclamation
 - 1. Recognizing Asbury Park Concert Band Diamond Jubilee
 - 2. Recognizing League of Women Voters Southern Monmouth County
- B. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- C. Special Event Applications
- D. Energy Savings Improvement Program: Dawn Zimmer
- E. Items to be presented by: Michael Manzella, Director of Transportation
 - 1. Electric Vehicle Charging Station Update
- F. Review of Agenda Items for March 11th Regular Meeting
- G. Matters from City Council
- H. Matters from City Manager
- I. Matters from City Attorney
- J. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, March 11, 2020
REGULAR MEETING 7:00 PM

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

2020-116 Resolution Authorizing a Meeting Which Excludes the Public

A. Contract Negotiations

1. Subsequent Redeveloper Agreement for 202 Seventh Avenue (City of Asbury Park, Asbury Partners, LLC., and 202 Seventh Avenue, LLC.).
2. Modifications to Micromobility Agreement (Zagster, Inc.)

B. Potential Litigation

1. U.S. Department of Housing and Urban Development/APHA-101 Memorial Drive-Property Transfer

C. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Municipal Council-Executive Session Feb. 26, 2020 3:30 PM

- Municipal Council - Work Session - Feb 26, 2020 6:00 PM
- Municipal Council - Regular Meeting - Feb 26, 2020 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.

2020-117 Resolution Approving Special Event Applications

2020-118 Sustainable Land Use Pledge

2020-119 Authorize Submission of a Grant Application to the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, Under the Udrive. Utext. Upay. Distracted Driving 2020 Crackdown Grant

H. Individual Resolutions

2020-120 Resolution Approving Payment of Bills

2020-121 Resolution Amending Temporary Budget Appropriations for 2020 Budget

2020-122 Awarding of Contract to PNE, LLC For HVAC Unit to Be Installed at Community Affairs Resource Center 913 Sewall Avenue Asbury Park

2020-123 Resolution Amending Contract with T&M for Heck Street Services Via Change Order Number 1

2020-124 Award of a Contract for the Design and Construction Administration and Inspection of Citywide Wayfinding Signage within the Transit Village area of the City of Asbury Park

2020-125 Resolution Awarding of a contract to Whitfield Schneider Enterprises for Boiler Replacement at the Wastewater Treatment Plant

2020-126 Awarding of a Contract to Millennium Communications Group for DPW Cameras

2020-127 Reimbursement and Payment to The Boys & Girls Club of Monmouth For the Installation of An HVAC Unit Purchased from Air Dynamic Systems

2020-128 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with 202 Seventh Avenue, LLC for the development of property located at Block 4201, Lots 3 & 4 (202-204 Seventh Avenue)

2020-129 A Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To 202 Seventh Avenue, LLC Regarding residential development on Block 4201, Lots 3 & 4; 202-204 Seventh Avenue, And Referring The Matter To The Planning Board For Appropriate Approvals

2020-130 Appointing Members to the Planning Board (Class IV)

2020-131 Appointing Members to the Zoning Board of Adjustment of the City of Asbury Park

I. Ordinances

1. Introduction

2020-5 An Ordinance Amending and Supplementing Section 7-14, Entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” Accordingly

2020-6 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

2020-7 An Ordinance of The City of Asbury Park Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Establish A New Chapter Thereof, To Be Known as Chapter Xxvii, Entitled “Identification Card Program.”

J. Adjournment

**RESOLUTION NO. 2020-116****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 March 11, 2020 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. Subsequent Redeveloper Agreement For 202 Seventh Avenue (City of Asbury Park, Asbury Partners, LLC., and 202 Seventh Avenue, LLC.).
2. Modifications to Micromobility Agreement (Zagster, Inc.)

B. Attorney Client Privilege:

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 26, 2020
WORK SESSION

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:10 PM.

Springwood Avenue Harmony: The Unique Musical Legacy of Asbury Park's West Side

Charles and Pamela Horner, Music Historians presented Mayor and Council with the first published copy of their book The Unique Musical Legacy of Asbury Parks West Side.

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

City Manager Vieiro, stated no matters at this time.

Items to be presented by: Deal Lake Commission

1. Water Quality and Restoration 319 Grant

The Deal Lake Commission conducted a presentation of the Water Quality and Restoration 319 Grant to Mayor and Council.

Review of Agenda Items for February 26th Regular Meeting

City Manager Vieiro, reviewed the agenda items for the February 26th regular meeting with Mayor & Council.

Matters from City Council

Council Member Chapman, stated the Asbury Park Public Library is having a book lovers club starting on February 26th at 5:30 pm and will meet on every fourth Wednesday of the month.

Utility Assistance Day will be on Wednesday March 4, from 4-7PM at the Salvation Army 605 Asbury Ave, EITC is a cash-back tax credit.

Council Member Clayton, stated Dog Licenses are due by March 1, 2020 any licenses issued after that are subject to a \$10.00 late fee, spayed/neutered dog is \$15.00 and non-spayed/neutered is \$18.00. Get you taxes done for free at the Library Fridays from 9-11:30 am and Saturdays from 10-2 pm.

Council Member Kendle, stated Annual The Fashion show was a great success and wanted to thank the Committee, Council and all who participated. The deadline to apply for Special Law Enforcement Officer Class 1 is February 29th.

Deputy Mayor Quinn, stated Asbury Park Beach Utility is hiring full and part time , paid training, competitive pay, apply online.

Mayor Moor, stated Saturday February 29th at Second Baptist Church for a Cooking with Heart a demo with samples this is part of Mayor Wellness along side of Hackensack Meridian Health. Mayor Moor announced we will be taking a short break and the regular meeting will begin in about eight minutes.

Matters from City Manager

City Manager Vieiro, stated no matters at this time.

Matters from City Attorney

City Attorney Raffetto, stated no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, February 26, 2020
REGULAR MEETING

Executive Session - 3:30 p.m.

2020-102 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	Absent	
Melody Hartsgrove	Deputy City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:10 PM.

PUBLIC PARTICIPATION

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

The following members of the public spoke: Ernest Mignoli, Daniel Harris, Rita Marano, Louise Murray and Keith Morrell.

MINUTES

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

1. Minutes of February 12, 2020 4:00 PM

2. Municipal Council - Work Session - Feb 12, 2020 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Feb 12, 2020 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

INDIVIDUAL RESOLUTIONS

2020-103 Resolution Approving Payment of Bills

Council Member Chapman abstained from 20-00278.

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

2020-104 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

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

2020-105 Resolution Authorizing the Purchase of Electricity

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

2020-106 Resolution Authorizing Purchase of Ammunition and Targets for the Police Department

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

2020-107 Resolution Authorizing the Purchase of an Ambulance Disinfection System

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

2020-108 Resolution Authorizing the Purchase two Kubota Litter Scooters for the Beach Department

Minutes Acceptance: Minutes of Feb 26, 2020 7:00 PM (Minutes)

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

2020-109 Awarding a contract for Command Training for the Fire Department

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

2020-110 Awarding Bid for Traffic Stripping

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

2020-111 Rejecting RFQ Proposals for Affordable Housing Administrative Agent

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

2020-112 Resolution Authoring a Professional Services Contract for Sewer Connection Fee Study

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

2020-113 Appointing Shore Point Architecture to Provide Architectural Services for the Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract

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

2020-114 Resolution Authorizing the Submission and Acceptance of Grant Applications for the 2020 COPS-IN-SHOPS Summer Shore Initiative

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

2020-115 Resolution Authorizing Referral to The Planning Board of Various Affordable Housing Ordinances and Amendments to The Zoning Ordinance and The Main Street, Central Business District and Springwood Avenue Redevelopment Plans, Which Are Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan, Along with A Proposed Revised Official Zoning Map.

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

ORDINANCES

Introduction

2020-3 Bond Ordinance Providing for The Construction of a Parking Garage at The Transportation Center of City Hall – Phase I (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$1,000,000 Therefor and Authorizing the Issuance of \$1,000,000 In Bonds or Notes to Finance the Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/25/2020 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-4 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/25/2020 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

ADJOURNMENT

The meeting was adjourned at 7:30 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 26, 2020 7:00 PM (Minutes)



RESOLUTION NO. 2020-117

**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 March 11, 2020 the following Special Events Applications were presented for approval by the Director of Recreation:

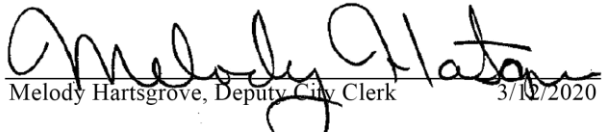
1. Rose Fest
2. NJ medical marijuana patients festival
3. AP Polar Bear Races
4. Siren Arts
5. Kicking Kids Cancer
6. Haitian Heritage Month Celebration
7. AP Bear Weekend
8. Pride in the Park
9. City's annual Easter Pageant
10. 10th annual Family Day
11. Bond Street Bar Block Party

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. 2020-117 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Asbury Park Rosé Fest

DATE(S): Saturday 6/27/2020 Rain Date: N/A
HOURS OF EVENT: From 2pm To: 6pm Setup 8AM - 10PM breakdown

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

~~Asbury Park~~ Bradley Park

Name of Applicant/Organization: Lifestyle Productions, LLC.
Address: 300 Emory Street Apartment #407. Asbury Park, NJ 07712
Contact: Carey Semprevivo Phone: (732) 977-6990
Fax: _____ Email: aprosefest@gmail.com
Non-Profit? Yes _____ No X Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A wine tasting
Event offering 1oz samples of Rosé wine. We plan to serve food
+ have interactive games and photo opportunities available.

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 311 [Revision 1] (2020-117 : 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 We will be applying for a festival permit with the state of New Jersey

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300

ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH \$45.00

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:

We plan to hire a police officer or 2 for security
We may enlist the services of public works for trash removal. yet TBD?

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

police officer
public works

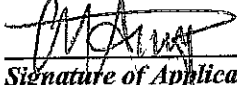
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*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.


 Signature of Applicant

10/30/2019
 Date

Carey Semprevivo
 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 732.773.1483

NAME OF EVENT: New Jersey Medical Marijuana Patients Festival (NJmmp Festival)
 DATE(S): September 13th 2020 Rain Date: September 13th 2020
 HOURS OF EVENT: From 1pm To: 7pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

SUNSET PARK

Name of Applicant/Organization: CHARITY KINGS INC.
 Address: 57 SOUTH MAIN ST, NEW JERSEY 07753
 Contact: DARAYL HAMMAY Phone: (973) 342-8418
 Fax: _____ Email: _____
 Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: A90-0582653
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: EDUCATIONAL
SPEAKERS ALL-DAY MUSIC (BANDS AND DJ'S) ADVOCACY, EXHIBITOR FAIR
GET OUT THE RALLY AND VOTERS REGISTRATION DRIVE, TESTIMONY LIVE ENTERTAINMENT
ETC.

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

Packet Pg. 15

Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)

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: 200-300ADMISSION 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: Hire Security Company and Volunteers

Clean up

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

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 Hamman
Signature of Applicant

3-2-20
Date

Darryl Hamman
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

Packet Pg. 16



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*

Asbury Park Polar Bear Races

NAME OF EVENT: _____

DATE(S): Sunday, December 27, 2020 Rain Date: NA
HOURS OF EVENT: From: 7:00 AM To: 11:00 AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

We would like to stage our event outside convention hall on the boardwalk. Registration will take place inside convention hall at the south entrance. The start/finish will be set up right outside of Robinson Ale House on the board walk. The race will go 1.55 miles out and back.

Name of Applicant/Organization: The Shore Athletic Club
Address: 1401 3rd Avenue Spring Lake, NJ
Contact: Erin O'Neill Phone: 908.672.2453
Fax: N/A Email: erinoneill1111@gmail.com
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-2386529
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

We would like to stage our event outside convention hall on the boardwalk. Registration will take place inside convention hall at the south entrance from 8-9:30AM. The start/finish will be set up right outside of Robinson Ale House on the board walk. Kids 1 mile run will be at 9:00AM. The 5K race and walk will go off at 9:30AM and the awards ceremony will be at 10:30AM. The race will go 1.55 miles out and back. We should be cleaned up and out of the area by 11:30AM the latest.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades

Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 600

ADMISSION CHARGE? YES X NO _____ **IF YES, HOW MUCH** \$35

VENDOR CHARGE? YES X NO _____ **IF YES, HOW MUCH** \$250

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 and signs to direct traffic and we will take out all garbage with us

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

2 EMT's

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

Attachment: cm 311 [Revision 1] (2020-117 : 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 Leeshia Floyd at 732.502.5759 or Leeshia.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: SIREN ARTS : FLUXUS SEA

DATE(S): JULY 9 - AUGUST 20, 2020 Rain Date: AT TRANSPARENT CLINCH GALLERY
HOURS OF EVENT: From 6:45 To: 7:45

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

2ND AVENUE BEACH

Name of Applicant/Organization: TRANSFORMER / VICTORIA REIS
Address: 1404 P ST, NW WDC 20005 / 341 OLD CORLIE AVE NEPTUNE NJ, 07793
Contact: VICTORIA REIS Phone: 202-285-0285
Fax: N/A Email: victoria@transformer-de.org
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 81-0504710
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

7 APPROX 45 MIN LONG PERFORMANCE ART EVENTS
ON THE BEACH: NO TECH AT ALL: FAMILY-FRIENDLY;
AUDIENCE PARTICIPATION ENCOURAGED. THIS IS WOULD BE
THE 3RD YEAR OF THE PROGRAM WHICH HAS BEEN GAINING
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.

GREAT AUDIENCE MOMENTUM, PRESS AND OVERALL
PARTICIPATION. MOST OF THE VISITING ARTISTS OVER
COLLABORATE W/ ASBURY PARK YOUNG ARTISTS. WE
COLLABORATED W/ THE BOYS + GIRLS CLUB IN 2019 TO GREAT
SUCCESS - ALL THE KIDS WERE PAID AN HONORARIA TO PARTICIPATE

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100-150ADMISSION 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 DISPOSAL OF TRASH AND DEBRIS:

THE EVENTS TAKE PLACE ON THE PUBLIC BEACH; WE HAVE A STAFF OF 6 WHO CLEAN UP ANY LITTER FOLLOWING EACH PERFORMANCE

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

NONE

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.

Victoria L. Reis
Signature of Applicant

2.13.20
Date

VICTORIA L. REIS / TRANSFORMER
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Kicking Kids Cancer

DATE(S): 9/26/20 Rain Date: 10/4/20

HOURS OF EVENT: From 1:00 pm To 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: American Cancer Society

Address: 2310 Route 34, Suite 1D, Manasquan, NJ 08736

Contact: Amy Nolan

Phone: 732-292-4263

Fax: _____

Email: amy.nolan@cancer.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 13-1788491

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The American Cancer Society, is organizing a family friendly opportunity for those affected by pediatric cancer, to participate in an array of entertaining and healthy outdoor activities. This event will also raise awareness and provide a community engagement element. A member of the National Football League (more specifically a "kicker"), has agreed to participate. That component determined the event name "Kicking Kids Cancer".

*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 311 [Revision 1] (2020-117 : 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: 450ADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH _____VENDOR CHARGE? YES x NO _____ IF YES, HOW MUCH \$150 - \$500WILL 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 don't anticipate generating an extraordinary amount of trash, but additional DPW trash containers would be helpful. We don't anticipate a need for security or traffic control. This is a pilot year of a new event directed at a fairly specific participant demographic.

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 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.

Amy Nolan
Signature of Applicant

2/11/2020
Date

Amy Nolan (Submitted by Sylvia Sylvia, APCC)

Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

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NAME OF EVENT: Third Annual Celebration of Haitian Heritage Month at the Jersey Shore

DATE(S): 05/16/2020 Rain Date: N/A: indoors

HOURS OF EVENT: From 9AM prep; 11AM start To: 2PM end; 3:30PM cleanup

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

City Council Municipal Chambers. 1 Municipal Plaza, Asbury Park NJ 07712

Name of Applicant/Organization: Kareen Delice-Kircher / New Jersey-Haiti Partners

Address: 10 Scarlet Lane Howell, NJ 07731

Contact: Kareen Delice-Kircher Phone: 908-907-7172

Fax: _____ Email: hello@kareenkircher.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-03399699

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Doors open at 9AM for volunteers to decorate; doors open at 10:45 to public; event runs 11:00AM to 2:00PM, and will include flag raising, at the pole in the parking lot, national anthems, then moving inside for performances, community awards, scholarships, and small plate reception from 2:00 PM to 2:30 PM. As in years past, volunteers will spot clean throughout the 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.***

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Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)

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: 100 to 150 peopleADMISSION 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: As we did last year, we will provide security, as well have teams of volunteers. One team will be responsible for outside logistics; another team for inside logistics; another team of assistants to VIPs and special guests; plus the volunteers responsible to execute different parts of the program.

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

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.

Kareen Kircher

Signature of Applicant

02/24/2020

Date

Kareen Kircher

Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

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NAME OF EVENT: Asbury Park Bear Weekend

DATE(S): August 15, 2020 Rain Date: _____
HOURS OF EVENT: From 2 pm To: 7 pm

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 J. Jenerette Phone: 973-460-7226

Fax: _____ Email: ryan@hotel-fides.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

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☒ No ☐ If yes, please explain beer truckNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100 - 200ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH \$10 perVENDOR CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH TBDWILL YOU REQUIRE A STREET CLOSING? YES ☒ NO ☐ Please Give Details:Need to paracade the corners of 4th & 5th
wanting to use beer truck to paracade 5th & 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 DISPOAL OF TRASH AND DEBRIS:

see "event Details" Attached.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Baracades and
closure 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 Applicant2.26.20
DateRyan Jones
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 311 [Revision 1] (2020-117 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

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NAME OF EVENT: Pride in the Park

DATE(S): October 3, 2020 Rain Date: —
HOURS OF EVENT: From 11 AM To: 3 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Quality of Life Committee
Address: City Hall, Asbury
Contact: Ilene Schwaber Phone: 908-489-6038
Fax: _____ Email: ileneschwaber@optonline.net
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: _____

Vendors, music, food trucks, community swap
free helmets from AP police
free smoke detectors from AP fire dept

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: 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:Front of Springwood Park (between Atkins + Union Ave)
(of street)PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

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

Police barriers for Springwood Ave street closingNOTE: 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.

Ilene Schwaber

Signature of Applicant

2/8/2020
DateIlene Schwaber

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

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NAME OF EVENT: City's Annual Easter Pageant
 DATE(S): April 12, 2020 Rain Date: N/A
 HOURS OF EVENT: From 11AM To: 4PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Paramount Theater (Citygate) 5th Avenue Boardwalk

Name of Applicant/Organization: Cassandra/Leesha

Address: _____

Contact: _____ Phone: _____

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Annual Easter parade & pageant

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 311 [Revision 1] (2020-117 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ 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: _____

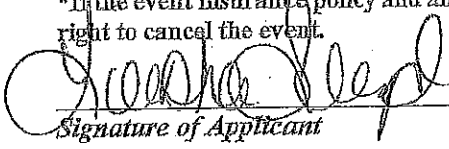
DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: fire, police, public worksNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*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 Applicant3/20/20
Date_____
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$

Total Fees Collected \$

Packet Pg. 30



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: 10th Annual Family Day

DATE(S): JUNE 6th 2020 Rain Date: _____
HOURS OF EVENT: From 12 noon To: 9pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Donald Hammar Community Courts

Name of Applicant/Organization: CHARITY KINGS INC.
Address: 57 South Main St. Neptune NJ
Contact: DANIEL HAMMAR Phone: (973) 342-2410
Fax: _____ Email: _____
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 90-0582653
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:
Basketball games, Food, music, Fun Houses for kids etc.

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: 200ADMISSION 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: VolunteersDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: City Fleet, Trash Bagsand car.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 Hammon
Signature of Applicant3-2-20
DateDarryl Hammon
Print Name of Applicant

For Special Events Office Use only:

Total Fees Collected to be paid by Applicant \$

Total Fees Collected \$



SPECIAL EVENTS PERMIT APPLICATION

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NAME OF EVENT: Bond Street Bar 10th Birthday Block Party

DATE(S): 06/20/20 Rain Date: 6/27/20
HOURS OF EVENT: From 1 pm To: 9:30 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

200 Block of Bond Street

Name of Applicant/Organization: Bond Street Bar + Grill LLC
Address: 208 Bond St Asbury Park, NJ 07712
Contact: Charles Interrante Phone: (908) 644-6021
Fax: _____ Email: charlie@thecomplexap.com
Non-Profit? Yes _____ No X Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will be hosting the same event as we do for our annual block party. Live Music, Outdoor beverage station, and food station.

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

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes X No If yes, please explain Will apply for extension of
license permitNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500ADMISSION CHARGE? YES NO X IF YES, HOW MUCH VENDOR CHARGE? YES NO X IF YES, HOW MUCH WILL YOU REQUIRE A STREET CLOSING? YES X NO Please Give Details:200 Block of Bond Street Between Cookman and
MattisonPROVIDE 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 security throughour employed team to prevent underage and crowd control. We
would also hire 2 APPD officers for Traffic Control and Security
assistance. We do have our own recycling and trash dumpsters
on-site.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 2 Barricades for StreetClosureNOTE: 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

02/20/20
DateCharles Terrante
Print Name of Applicant

For Special Events Office Use only:

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



RESOLUTION NO. 2020-118

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

SUSTAINABLE LAND USE PLEDGE

WHEREAS, sustainable land use is an essential component to the overall growth and betterment of the City of Asbury Park; and

WHEREAS, poor land-use decisions can lead to and increase societal ills such as decreased mobility, high housing costs, increased greenhouse gas emissions, loss of open space and the degradation of natural resources and ecosystems; and

WHEREAS, the City of Asbury Park pledges regional cooperation with neighboring municipalities in matters of land-use decisions, and when regional impacts may be observed through land-use decisions; and

WHEREAS, the City pledges better transportation choices through the adoption of a Complete Streets approach, offering access to all modes of transportation and creating connectivity among them. With better transportation choices the city has the ability to create walkable communities, preserve open space, provide for adequate recreation, and allow for the continued protection and use of vital natural resources. Parking requirements are considered with the goal of limiting the amount of required spaces and promoting shared parking between multiple users and integration with multimodal transportation; and

WHEREAS, the City pledges to preserve and protect the natural resources of the state for the environmental, recreational and agricultural value they hold while avoiding and mitigating negative developmental impacts to said resources. As the most densely populated state in the nation, open space is at a premium and natural resource demands are high. In addition to land protection, it is the City's goal to promote efficient water use and appropriate reuse and recharge into the local environment as well as efficient use of energy and the encouragement for renewable energy generation and use; and

WHEREAS, the City pledges to continue to promote a mix of land-use types (e.g. retail and housing options together) to promote walkability and more convenient access to housing,

jobs and amenities, thus reducing dependence on automobiles and encouraging the use of alternate modes of transportation while reducing trip length; and

WHEREAS; the City pledges to foster a diverse mix of housing types and locations that include both single- and multi-family, for-sale and rental options that are affordable to households at a range of income levels. This allows residents and their families to live and work in the municipality throughout their lives; and

WHEREAS, the City pledges to incorporate the principles of green design and renewable energy generation by establishing green building policies for municipal, commercial and residential buildings. Green design strategies not only improve the environmental performance and resource use of buildings, but the strategies also lessen the building's environmental impact on the surrounding environment. Such strategies include energy efficiency, water conservation, indoor air quality, increased use of recycled materials in building construction, less construction waste, reduced automobile use, tree conservation and preservation, use of native vegetation and conservation of environmentally sensitive landscape features; and

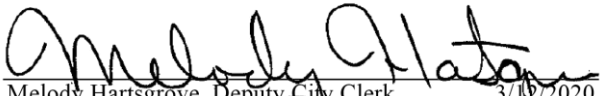
WHEREAS, the City pledges to consider factors such as walkability, bike-ability, access to public transit, proximity to other uses and opportunities for alternative energy sources when siting new or relocating municipal facilities. These municipal actions can set a positive precedent and encourage other public and private sector entities to consider sustainable land use practices when location their own facilities.

WHEREAS, Given New Jersey's strong tradition of home rule and local authority over planning and zoning, achieving a statewide sustainable land use pattern will require municipalities to take the lead;

NOW THEREFORE, BE IT RESOLVED BY ASBURY PARK MUNICIPAL COUNCIL THAT the City of Asbury Park pledges to practice sustainable land use when feasible and affordable through policy, practice and design.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-118 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 13th DAY OF March, 2020.



Melody Hartsgrrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-119

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

AUTHORIZE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY, UNDER THE UDRIVE. UTEXT. UPAY. DISTRACTED DRIVING 2020 CRACKDOWN GRANT

WHEREAS, the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, has posted the availability of funds for the 2020 UDrive. UText. UPay. Distracted Driving Crackdown Grant; and

WHEREAS, the City of Asbury Park Police Department desires to further the public interest by obtaining a grant of \$5,500.00; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the grant program and notify the application of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above-named project.

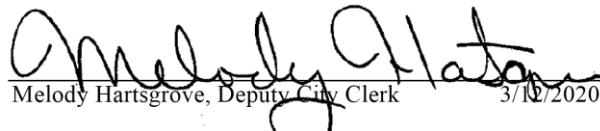
THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park that, the Mayor, the Chief Financial Officer and the Acting Chief of Police, be and is hereby authorized to submit an application for funding to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for the 2020 UDrive. UText. UPay. Distracted Driving Crackdown Grant; and

BE IT FURTHER RESOLVED that the Mayor, Clerk and Acting Chief of Police are hereby authorized to execute the required grant application and to provide submittals and documentation as required by the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the City Manager, Chief Financial Officer, and the Chief of Police of the City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-119 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 12th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-120

**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:

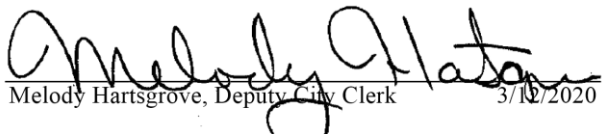
BE IT RESOLVED, that these vouchers payable totaling \$1,328,039.08

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	\$	859,539.94
STATE HEALTH BENEFITS	\$	<u>468,499.14</u>
TOTAL VOUCHERS	\$	<u>1,328,039.08</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-120 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

March 5, 2020
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CITY OF ASBURY PARK
Bill List By Budget Account

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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: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
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

0-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	20-00132	1ST QTR 2020 CLEARING AND	1,079.00	0.00	B
SHIINT	SHI INTERNATIONAL CORP	20-00450	Q#18405626 - Batteries	13.90	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	20-00578	Invoice 1642 Afford. Hsg.	1,228.34	0.00	
ATLLC	AT&T MOBILITY LLC	20-00679	#287284936037 1/12 - 2/11	44.55	0.00	
MICHA010	MICHAEL MANZELLA	20-00691	MARRIAGE FEES 02/20/20	75.00	0.00	
LIFSTO	LIFE STORAGE #448	20-00709	SPACE #127 3/1/20 - 5/1/20	430.00	0.00	
KEPSR	KEPWELL SPRING WATER	20-00754	CUSTOMER #115780 JANUARY 2020	74.08	0.00	
KEPSR	KEPWELL SPRING WATER	20-00756	CUSTOMER #115780 DECEMBER 2019	52.50	0.00	
				2,997.37		

0-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			3,412.59		
	Department Total: ADMINISTRATION			3,412.59		

Department: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

0-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
MUNCLR	MUNICIPAL CLERK'S ASSOC.OF MON	20-00736	2020renewal Melody Hartsgrove	75.00	0.00	

0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	20-00660	Ordinance 2020-1, 2020-2	32.01	0.00	
ASBPAP	ASBURY PARK PRESS	20-00746	RFP Notice Concessions	173.15	0.00	
				205.16		

0-01-20-120-000-222	MUNICIPAL CLERK Training					
MCANJ	MUNICIPAL CLERKS' ASSOC. OF NJ	20-00724	2020 Education Conference	325.00	0.00	
REGASO	REGISTRARS' ASSOCIATION OF NJ	20-00725	NJRA Spring Conference 2020	75.00	0.00	
				400.00		

Extd Total: MUNICIPAL CLERK	680.16
Department Total: MUNICIPAL CLERK	680.16

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

0-01-20-130-000-201	FINANCE General Plant					
FPMAIL	FP Mailing Solutions	20-00616	RI104361679 MAIL MACHINE	225.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00630	ACCT #014764 FEBRUARY	39.55	0.00	

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-130-000-201	FINANCE General Plant		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	<u>389.62</u> 654.17	0.00	
0-01-20-130-000-222	FINANCE Training					
REGASO	REGISTRARS' ASSOCIATION OF NJ	20-00693	T.LIZARDI 2020 CONFERENCE	100.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			754.17		
	Department Total: FINANCIAL ADMINISTRATION			754.17		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
0-01-20-140-000-218	COMPUTERIZED DATA PROC. General Plant					
SHIINT	SHI INTERNATIONAL CORP	20-00361	Q#18373353 - Misc IT Supplies	290.76	0.00	
SHIINT	SHI INTERNATIONAL CORP	20-00482	Q#18417081 - IT Office	<u>288.54</u> 579.30	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			579.30		
	Department Total: COMPUTERIZED DATA PROCESSING			579.30		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
0-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	236.52	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			236.52		
	Department Total: TAX REVENUE ADMINISTRATION			236.52		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
0-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	20-00651	JANUARY 2020 SERVICE RENDERED	4,246.00	0.00	
	Extd Total: TAX ASSESSOR			4,246.00		
	Department Total: TAX ASSESSOR			4,246.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
0-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
TELCOR	TELVUE CORPORATION	20-00576	Cloudcast Streaming, CMS	3,240.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			3,240.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			3,240.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
0-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	20-00537	SERVICES RENDERED THRU JAN-20	2,453.60	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-155-000-209	LEGAL SERVICES Fees		Continued			
ANSZAR	ANSELL, GRIMM & AARON, P.C.	20-00554	January 2020 general	8,257.30	0.00	
				10,710.90		
	Extd Total: LEGAL SERVICES			10,710.90		
	Department Total: LEGAL SERVICES			10,710.90		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
0-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	20-00687	INV #119385 SERVICES RENDERED	109.17	0.00	
TMASSO	T & M ASSOCIATES	20-00763	Invoice LAF382806 General	6,432.25	0.00	
				6,541.42		
	Extd Total: ENGINEERING SERVICES			6,541.42		
	Department Total: ENGINEERING SERVICES			6,541.42		
	CAFR Total:			30,401.06		
Department: Planning Department						
Extd: Planning Department						
0-01-21-179-000-201	Planning Dept. General Plant					
MICALO	MICHELE ALONSO	20-00647	REIMBURSEMENT M.ALONSO DUES	654.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	200.97	0.00	
				854.97		
	Extd Total: Planning Department			854.97		
	Department Total: Planning Department			854.97		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
0-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	83.34	0.00	
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	20-00633	PB/ZB 2020 NJPO Dues	185.00	0.00	
ASBPAK	ASBURY PARK PRESS	20-00635	PB Sp Mtg Notice 1.8.20	53.00	0.00	
				321.34		
	Extd Total: PLANNING BOARD			321.34		
	Department Total: PLANNING BOARD			321.34		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
0-01-21-185-000-209	ZONING BOARD Fees					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	250.00	0.00	
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	20-00633	PB/ZB 2020 NJPO Dues	185.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-21-185-000-209	ZONING BOARD Fees		Continued			
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	20-00634	ZB Mandatory Course-Catherine	121.00	0.00	
				556.00		
	Extd Total: ZONING BOARD OF ADJUSTMENT			556.00		
	Department Total: ZONING BOARD OF ADJUSTMENT			556.00		
	CAFR Total:			1,732.31		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
0-01-22-195-000-299	CODE ENFORCE Misc.					
JUNLAS	JUNGLE LASERS, LLC	20-00700	INVOICE #94851 JANUARY 2020	475.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	20-00701	ACCT #190657 JAN & FEB 2020	64.42	0.00	
				539.42		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			539.42		
	Department Total: CODE ENFORCEMENT AND ADMIN.			539.42		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
0-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
WBMASON	W.B.MASON CO., INC.	20-00556	office supplies	589.74	0.00	
GEOSL	GEORGE SELAH	20-00675	REIMBURSEMENT CONFERENCE FEES	199.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	582.97	0.00	
				1,371.71		
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,371.71		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,371.71		
	CAFR Total:			1,911.13		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
0-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	20-00650	HEALTH COVERAGE MARCH 2020	468,499.14	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			468,499.14		
	Department Total: EMPLOYEE GROUP INSURANCE			468,499.14		
	CAFR Total:			468,499.14		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-201	POLICE General Plant					
TRAGRI	TRACY GRIBBEN TRANSCRIPTION	20-00510	#2020-00022 St. of NJ v	1,604.46	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	20-00541	INV #2020-2021 PEST CONTROL	1,200.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	202.52	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	20-00713	ACCT #169322 FEBRUARY 2020	66.42	0.00	
				3,073.40		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	20-00603	Office Supplies	48.72	0.00	
0-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	20-00060	BLANKET PO FOR TIRES N.T.E	902.60	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00061	Blanket Car Repairs N.T.E.	805.38	0.00	B
				<u>1,707.98</u>		
0-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	20-00491	#M59370 FEBRUARY 2020	1,220.00	0.00	
OPTIMUM	OPTIMUM	20-00610	#07866-182313-01-5 2/8 - 3/7	254.03	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00659	#3466190220 Contract #18726	515.72	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	436.73	0.00	
VERZON	VERIZON BUSINESS	20-00735	#1507173540001-65 Cuarrent	2,309.65	0.00	
ATLLC	AT&T MOBILITY LLC	20-00737	#287284651437 1/12 - 2/11	1,093.69	0.00	
				<u>5,829.82</u>		
0-01-25-240-000-222	POLICE Training					
IPVID005	IPVIDEO CORPORATION	20-00555	INV #1762 TRAINING 4/2 & 4/3	299.00	0.00	
0-01-25-240-000-223	POLICE Undercover					
JEFFR005	JEFFREY WHITE	20-00656	Undercover Narcotic Fund	500.00	0.00	
	Extd Total: POLICE DEPARTMENT			11,458.92		
	Department Total: POLICE DEPARTMENT			11,458.92		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
FIRONE	FIREFIGHTER ONE LIMITED	20-00512	INV: 10270800-SCBA Repair	93.75	0.00	
SHINT	SHI INTERNATIONAL CORP	20-00514	Quote:18436747-Network Fan	112.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	20-00641	INV #200092410 PIN ID015515	3,260.00	0.00	
ATLLC	AT&T MOBILITY LLC	20-00679	#287284936037 1/12 - 2/11	44.68	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	20-00705	Inv #16127657 Drum Mount	450.66	0.00	
WESPE	WESTERN PEST SERVICES	20-00706	Inv 5259869B Pest Svc Feb 2020	104.00	0.00	
ATLLC	AT&T MOBILITY LLC	20-00737	#287284651437 1/12 - 2/11	906.46	0.00	
				<u>4,971.55</u>		
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
WIRCOM	WIRELESS COMMUNICATIONS &	20-00435	Est:M22283-Knox Box Installs	450.00	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	20-00460	AutoEject Covers	226.50	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00573	Blanket PO not to exceed	132.79	0.00	B
NJEVEH	NJ EMERGENCY VEHICLES	20-00757	Quote: 8359 indicator plate	23.61	0.00	
				<u>832.90</u>		
0-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	20-00347	Blanket PO not to exceed	533.01	0.00	B
GRAING	GRAINGER, INC.	20-00520	Light Bulbs	239.82	0.00	
				<u>772.83</u>		
0-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	20-00553	January 2020 Fees Inv. 13120	4,303.33	0.00	

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-265-000-218	FIRE DEPT. Contract.Serv.		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	75.44	0.00	
				4,378.77		
0-01-25-265-000-229	FIRE DEPT. Medical Sup.					
EMSAR	EMSAR NEW JERSEY	20-00513	Emer SC Repr Inv #SI-35116	367.05	0.00	
VERALP	V.E. RALPH & SON, INC.	20-00707	Inv 390021 QA Pack	235.60	0.00	
				602.65		
	Extd Total: FIRE DEPARTMENT			11,558.70		
	Department Total: FIRE DEPARTMENT			11,558.70		
	CAFR Total:			23,017.62		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-201	STREETS & ROAD		General Plant			
GRAING	GRAINGER, INC.	20-00274	Various Supplies and Tools	140.11	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	20-00278	Various Supplies, Tools, etc	269.67	0.00	B
FERENT	FERGUSON ENTERPRISES INC.	20-00279	Various Supplies, Tools, etc	30.66	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-00280	Various Supplies, Tools, etc	41.48	0.00	B
BELPAI	BELMAR DISCOUNT PAINT	20-00281	Various Supplies, Tools, etc	62.32	0.00	B
THEHAR	THE HARDWARE STORE	20-00383	Various Supplies, Tools, etc	49.20	0.00	B
UPTFAS	UP-TITE FASTNERS INC.	20-00502	Various Nuts, Washers, etc	266.00	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	20-00625	#S114963230 Lamp Hldr Adapter	19.17	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	20-00626	Stormwater Discharge General	450.00	0.00	
BUICON	BUILDING SAFETY CONFERENCE	20-00666	Conference Registration	398.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	211.19	0.00	
				1,937.80		
0-01-26-290-000-203	STREETS & ROAD		Motor Vehicle			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00283	Automotive Supplies & Tools	116.84	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	20-00285	Automotive Supplies and Parts	160.15	0.00	B
CHEVAL	CERRY VALLEY TRACTOR SALES	20-00289	Supplies, Parts and Service	429.69	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	20-00291	Service, Supplies and Tools	16.97	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	20-00297	Automotive Supplies & Parts	156.09	0.00	B
GRAING	GRAINGER, INC.	20-00424	Tool Box and Pipe Marker Tags	444.18	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	20-00433	Various Parts and Delivery	1,086.48	0.00	
FOSCOM	FOSTER & COMPANY, INC.	20-00453	10MMx1.50x80 Metric #68-1080	90.48	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00485	Automotive Supplies & Tools	356.47	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	20-00515	Various Parts to Repair Elgin	515.67	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	20-00617	Drum Mount & Energy Surcharge	450.66	0.00	
THEHOS	THE HOSE SHOP, INC.	20-00740	HYD Hose Assy, Funnel & Rags	229.19	0.00	
UNIPAR	UNITED PARCEL SERVICE, INC.	20-00775	UPS Internet Shipping Outbound	279.37	0.00	
				4,332.24		
0-01-26-290-000-210	STREETS & ROAD		Network Fleet			
NETWOR	NETWORKFLEET, INC.	20-00631	#2029187 FEBRUARY 2020	3,596.00	0.00	

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0-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
ATLLC AT&T MOBILITY LLC		20-00679	#287284936037 1/12 - 2/11	178.46	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			10,044.50		
	Department Total: STREETS & ROADS MAINTENANCE			10,044.50		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM DELISA DEMOLITION, INC.		20-00662	#180171 MARCH 2020 SERVICES	36,417.67	0.00	
	Extd Total: SOLID WASTE COLLECTION			36,417.67		
	Department Total: SOLID WASTE COLLECTION			36,417.67		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201	BUILDING & GND General Plant					
MODPAR MODULEX PARTITION CORP.		20-00376	Men's Room Toilet Partitions	600.00	0.00	
THEHAR THE HARDWARE STORE		20-00382	Various Supplies, Tools, etc	138.36	0.00	B
LAGGLA LAGER GLASS COMPANY, INC.		20-00487	32 1/8 x 40 1/4 piece of Glass	48.00	0.00	
				786.36		
0-01-26-310-000-218	BUILDING & GND Contract.Serv.					
TERPES THE TERMINIX INTERNATIONAL CO		20-00632	#393916052 Pest Control 2/03	160.00	0.00	
FOXFO FOX FLOORS		20-00653	Furnish & Install Neyland II	1,568.11	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		20-00685	#394093345 Pest Control 1/30	175.00	0.00	
				1,903.11		
	Extd Total: BUILDINGS & GROUNDS			2,689.47		
	Department Total: BUILDINGS & GROUNDS			2,689.47		
	CAFR Total:			49,151.64		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERALP V.E. RALPH & SON, INC.		20-00479	N 95 Masks	75.30	0.00	
COSTCO COSTCO		20-00550	personal need item for client	201.44	0.00	
SHORIT SAKER SHOPRITE, INC.		20-00551	Food for clients	99.34	0.00	
NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.		20-00552	Southern Bus fare	267.50	0.00	
				643.58		
	Extd Total: SOCIAL SERVICES:			643.58		
	Department Total: SOCIAL SERVICES:			643.58		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
0-01-27-350-000-201	SENIOR CENTER General Plant					
OPTIMUM OPTIMUM		20-00648	#07866-196932-01-7 2/15 - 3/14	8.33	0.00	

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0-01-27-350-000-203	SENIOR CENTER Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00689	Battery Quote 40QU015027	161.95	0.00	
0-01-27-350-000-299	SENIOR CENTER Misc.					
NJEZ	NJ E-ZPASS VOIL.PROCESS.CENTER	20-00605	Replenish Acct# 2000115879365	150.00	0.00	
	Extd Total: SENIOR CENTER			320.28		
	Department Total: SENIOR CENTER			320.28		
	CAFR Total:			963.86		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299	RECREATION Misc.					
ATLLC	AT&T MOBILITY LLC	20-00680	#287286595693 1/12 - 2/11	54.77	0.00	
ALPPRE	ALPHABETS PRESCHOOL CENTER INC	20-00745	reading is recreation show	250.00	0.00	
				304.77		
	Extd Total: RECREATION SERVICES & PROGRAM			304.77		
	Department Total: RECREATION SERVICES & PROGRAM			304.77		
	CAFR Total:			304.77		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	20-00690	#07-3132-1100-1Y 1/15 - 2/13	10,232.41	0.00	
JCPL	JCPL	20-00748	#100 105 697 484 1/24 - 2/21	1,354.61	0.00	
JCPL	JCPL	20-00772	#100 072 559 691 1/23 - 2/21	7,496.18	0.00	
				19,083.20		
	Extd Total: LIGHT, HEAT & POWER			19,083.20		
Extd: STREET&TRAFFIC LIGHTING						
0-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	20-00615	#100 013 520 349 1/18 - 2/17	17,028.85	0.00	
JCPL	JCPL	20-00643	#100 082 843 564 1/22 - 2/19	48.20	0.00	
JCPL	JCPL	20-00654	#100 101 775 961 1/23 - 2/20	79.31	0.00	
JCPL	JCPL	20-00655	#100 047 210 651 1/24 - 2/24	96.39	0.00	
JCPL	JCPL	20-00694	#100 136 741 566 12/8 - 1/23	33.72	0.00	
JCPL	JCPL	20-00748	#100 105 697 484 1/24 - 2/21	2,350.03	0.00	
JCPL	JCPL	20-00772	#100 072 559 691 1/23 - 2/21	1,971.26	0.00	
				21,607.76		
	Extd Total: STREET&TRAFFIC LIGHTING			21,607.76		
	Department Total: LIGHTING			40,690.96		

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Department: TELEPHONE Extd: TELEPHONE						
0-01-31-440-000-299	TELEPHONE Misc.					
VERIZON	VERIZON WIRELESS	20-00781	#485430396-0001 1/26 - 2/25/20	1,840.11	0.00	
	Extd Total: TELEPHONE			1,840.11		
	Department Total: TELEPHONE			1,840.11		
	CAFR Total:			42,531.07		
Department: MUNICIPAL COURT Extd: MUNICIPAL COURT						
0-01-43-490-000-201	MUNIC COURT General Plant					
GREFIN	GREATAMERICA FINANCIAL SVCS.	20-00606	INV #26396652 2/1/20	145.00	0.00	
CITCOU	CITY OF ASBURY PARK	20-00608	credit card fees 1/2020	307.45	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	83.31	0.00	
				<u>535.76</u>		
0-01-43-490-000-202	MUNIC COURT Office Supplies					
JERMAIL	JERSEY MAIL SYSTEMS, LLC	20-00221	mail ink cartridges	410.95	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	20-00611	void/dismissal slips	318.00	0.00	
KEPSPR	KEPWELL SPRING WATER	20-00697	CUSTOMER #107589 JANUARY 2020	14.00	0.00	
				<u>742.95</u>		
0-01-43-490-000-245	MUNIC COURT Interpreter					
EILTHI	EILEEN M. CUSICK THIGPEN	20-00316	INVOICE #01242020 1/24/20	350.00	0.00	
BEACRA	BEATRIZ C. CRANEY	20-00607	SERVICE RENDERED 1/24,1/31,2/7	892.50	0.00	
				<u>1,242.50</u>		
	Extd Total: MUNICIPAL COURT			2,521.21		
	Department Total: MUNICIPAL COURT			2,521.21		
Department: PUBLIC DEFENDER Extd: PUBLIC DEFENDER						
0-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPPOLI	20-00738	FEBRUARY 2020 SERVICE RENDERED	2,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFENDER			2,000.00		
	CAFR Total:			4,521.21		

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CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
0-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	20-00101	2019 4th Quarter Pilots	45,340.58	0.00	
	Extd Total: TAXES PAYABLE:			45,340.58		
	Department Total: TAXES PAYABLE:			45,340.58		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			45,340.58		
	Fund Total: CURRENT			668,374.39		
Fund: BEACH Department: BEACH UTILITY O/E: OTHER EXPENSES: Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
TUNBAR	TUNNEL BARREL & DRUM COMPANY	20-00445	Straight Steel Drum Covers	862.00	0.00	
GRAING	GRAINGER, INC.	20-00612	Water Cooler w/Bottle Filling	5,320.00	0.00	
OPTIMUM	OPTIMUM	20-00613	#07866-197754-01-4 2/15 - 3/14	156.92	0.00	
ATLLC	AT&T MOBILITY LLC	20-00679	#287284936037 1/12 - 2/11	44.55	0.00	
VERIZON	VERIZON WIRELESS	20-00781	#485430396-0001 1/26 - 2/25/20	95.25	0.00	
				6,478.72		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,478.72		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,478.72		
	CAFR Total:			6,478.72		
	Fund Total: BEACH			6,478.72		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: TRANSPORT.UTILITY O/E: OTHER EXPENSES: Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
ASBPAK	ASBURY PARK PRESS	20-00325	RE-BID TRAFFIC STRIPPING NTB	75.50	0.00	
GLESUP	GLENCO SUPPLY INC.	20-00365	Speed Hump Signs	1,248.00	0.00	
GLESUP	GLENCO SUPPLY INC.	20-00389	Stop for Pedestrian Signs (20)	5,760.00	0.00	
GLESUP	GLENCO SUPPLY INC.	20-00390	Curve Indication Signage (3)	495.00	0.00	
KMOORE	K.MOOREA CO., LLC	20-00458	Orange DOT Cones (250)	3,477.50	0.00	
ASBPAK	ASBURY PARK PRESS	20-00594	ADDENDUM 1 RFQ WAYFINDING	107.90	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	135.31	0.00	
PASPOR	PASSPORT LABS, INC.	20-00698	#INV-1009930 Tran Fee Jan 2020	14,277.60	0.00	
NJMMA	NJ MUNICIPAL MANAGEMENT ASSOC.	20-00728	NJMMA Membership 2020	250.00	0.00	
ATTMOB	AT&T MOBILITY	20-00739	#287260245452 1/20 - 2/11	165.00	0.00	
				25,991.81		

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0-06-55-502-000-203	TRANSPORT.UTILITY: Credit Card Line Fees					
TIMOT005	TIMOTHY HAAHS & ASSOCIATES,INC	20-00627	Invoice 12114 Fees	733.94	0.00	
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			26,725.75		
	Department Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			26,725.75		
	CAFR Total:			26,725.75		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			26,725.75		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	20-00008	MISC ITEMS AS NEEDED - BLANKET	23.86	0.00	B
GRAING	GRAINGER, INC.	20-00230	LED Replacement Lamp #429U50	783.66	0.00	
USABLU	USA BLUEBOOK	20-00302	Supplies, Parts and Tools	359.23	0.00	B
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	20-00628	Tank Unit & Energy Surcharge	535.52	0.00	
ATLLC	AT&T MOBILITY LLC	20-00679	#287284936037 1/12 - 2/11	89.10	0.00	
VERIZON	VERIZON WIRELESS	20-00781	#485430396-0001 1/26 - 2/25/20	84.44	0.00	
				1,875.81		
0-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	20-00690	#07-3132-1100-1Y 1/15 - 2/13	8,802.10	0.00	
JCPL	JCPL	20-00772	#100 072 559 691 1/23 - 2/21	20,947.83	0.00	
				29,749.93		
0-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ANSWER	ANSERCOMM COMMUNICATIONS	20-00618	#M4541-020320 Answering Svcs	186.51	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00619	#0104700 Cook & Cold Cooler	16.15	0.00	
OPTIMUM	OPTIMUM	20-00629	#07866-152521-04-4 2/15 -3/14	99.89	0.00	
SECWOR	SECURITY WORLD INC.	20-00637	#56944 Radio Monitoring CSID	360.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00678	#16024:PMT. 52 OF 60	75.00	0.00	
				737.55		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			32,363.29		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			32,363.29		
	CAFR Total:			32,363.29		
	Fund Total: SEWER UTILITY: BUDGET:			32,363.29		
	Year Total:			733,942.15		
Fund:	CURRENT					
Department:	FINANCIAL ADMINISTRATION					
Extd:	FINANCIAL ADMINISTRATION					
9-01-20-130-000-223	FINANCE Condo Reimbursements					
PHISEA	PHILLIPS SEAVIEW TOWER	20-00051	2019 4th Q. Condo Reimb.	11,915.99	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			11,915.99		
	Department Total: FINANCIAL ADMINISTRATION			11,915.99		

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Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
9-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	19-03177	LSRP SERVICES AT THE DPW	1,484.00	0.00	B
TMASSO	T & M ASSOCIATES	20-00762	Invoice LAF382812 General	786.10	0.00	
				<u>2,270.10</u>		
	Extd Total: ENGINEERING SERVICES			2,270.10		
	Department Total: ENGINEERING SERVICES			2,270.10		
	CAFR Total:			14,186.09		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	125.00	0.00	
	Extd Total: PLANNING BOARD			125.00		
	Department Total: PLANNING BOARD			125.00		
	CAFR Total:			125.00		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
MILCOM	MILLENNIUM COMMUNICATIONS	19-03178	BOSTON WAY & SYLVAN AVE PTZ	43,400.00	0.00	
9-01-25-240-000-203	POLICE Motor Vehicle					
MAAAUT	MAACO COLLISION	19-03712	Repairs to Car# 33	1,092.60	0.00	
MAAAUT	MAACO COLLISION	19-03714	# 64655-1 Repairs to Car 34	2,440.42	0.00	
MAAAUT	MAACO COLLISION	19-03715	#64652-1 Repairs Car 10	840.42	0.00	
MAAAUT	MAACO COLLISION	19-03716	#61921-1 Repairs Car 43	715.25	0.00	
				<u>5,088.69</u>		
9-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	19-02403	(12)cs Gold Dot Hollow Point	7,852.48	0.00	B
	Extd Total: POLICE DEPARTMENT			56,341.17		
	Department Total: POLICE DEPARTMENT			56,341.17		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
THEHOS	THE HOSE SHOP, INC.	19-02261	Fuel line for vehicle #83-88	79.90	0.00	
SEAGRA	SEAGRAVE NEW JERSEY	19-03981	Aerial PM-8389	1,599.00	0.00	

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9-01-25-265-000-203 SEAGRA SEAGRAVE NEW JERSEY	FIRE DEPT. Motor Vehicle 19-04091 Est.: 12-19001-8389 various		Continued	2,568.36 4,247.26	0.00	
	Extd Total: FIRE DEPARTMENT			4,247.26		
	Department Total: FIRE DEPARTMENT			4,247.26		
	CAFR Total:			60,588.43		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201 FOSCOM FOSTER & COMPANY, INC.	STREETS & ROAD General Plant 20-00684 #901885 shop Supplies #5146000			20.84	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			20.84		
	Department Total: STREETS & ROADS MAINTENANCE			20.84		
	CAFR Total:			20.84		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-299 THECOM THE COMMUNITY YMCA	SENIOR CENTER Misc. 19-03520			570.00	0.00	
	Extd Total: SENIOR CENTER			570.00		
	Department Total: SENIOR CENTER			570.00		
	CAFR Total:			570.00		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201 CITCOU CITY OF ASBURY PARK	MUNIC COURT General Plant 20-00609 credit card fees 12/2019			426.12	0.00	
	Extd Total: MUNICIPAL COURT			426.12		
	Department Total: MUNICIPAL COURT			426.12		
	CAFR Total:			426.12		
	Fund Total: CURRENT			75,916.48		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201 CHEVAL CHERRY VALLEY TRACTOR SALES	BEACH UTILITY O/E: General Plant 19-03972 Repair: Beachfront Kubota			6,104.35	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,104.35		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,104.35		
	CAFR Total:			6,104.35		
	Fund Total: BEACH			6,104.35		

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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					
PASPOR	PASSPORT LABS, INC.	20-00367	#INV-1009161 Tran Fee Dec 2019	13,648.50	0.00	
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			13,648.50		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			13,648.50		
	CAFR Total:			13,648.50		
	Fund Total: PARKING UTILITY: BUDGET:			13,648.50		
	Year Total:			95,669.33		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-009	Admin IT City-wide					
SHIINT	SHI INTERNATIONAL CORP	20-00484	Q#18421009 - SIP Phones	157.62	0.00	
C-04-55-998-172-014	Admin general plant					
SHIINT	SHI INTERNATIONAL CORP	20-00005	#1826928 HP LASER JET PRINTER	997.97	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			1,155.59		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	5,021.25	0.00	B
	Extd Total:			5,021.25		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-003	Police Cars - 3					
WIRCOM	WIRELESS COMMUNICATIONS &	19-02077	QUOTE #052019 RES #2019-218	29,269.94	0.00	
MAA AUT	MAACO COLLISION	19-02078	ESTIMATE #63538-1 REFINISH	1,460.00	0.00	
				30,729.94		
C-04-55-998-177-005	Software Planning, Building & Code					
SHIINT	SHI INTERNATIONAL CORP	19-01320	Res#2019-139 SDL Software	60,750.00	0.00	B
C-04-55-998-177-008	Fire Truck					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-03818	QUOTE #EST23508 NOZZLES FOR	12,531.35	0.00	
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	20-00088	Q51719-MR-1223-02 RADIOS	7,195.75	0.00	
				19,727.10		
C-04-55-998-177-011	Administration IT					
SHIINT	SHI INTERNATIONAL CORP	20-00484	Q#18421009 - SIP Phones	612.38	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			111,819.42		
	Department Total:			117,996.26		
	CAFR Total:			117,996.26		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			117,996.26		

Attachment: Bill List 3-11-20 (2020-120 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-002	Sewer Utility Improvements					
FREPAR	FRENCH & PARRELLO, PA	19-01592	WWTP BOILER REPAIR SERVICES	360.00	0.00	B
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			360.00		
	Department Total:			360.00		
	CAFR Total:			360.00		
	Fund Total: SEWER CAPITAL FUND BUDGET:			360.00		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	19-03697	Reso 2019-328 Asbury/Ridge	10,469.97	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			10,469.97		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			10,469.97		
	CAFR Total:			10,469.97		
	Fund Total: PARKING CAPITAL			10,469.97		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	19-03698	Reso 2019-327 Lifeguard Stat.	13,817.50	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			13,817.50		
	Department Total:			13,817.50		
	CAFR Total:			13,817.50		
	Fund Total: BEACH CAPITAL FUND BUDGET:			13,817.50		
	Year Total:			142,643.73		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-201	Waterfront Redevelopers (Police) - 2015					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	20-00490	49th SLEO 11 1/27 - 5/19	5,500.00	0.00	
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	20-00599	Physicals for 11 Class 2	3,190.00	0.00	
				8,690.00		
	Extd Total:			8,690.00		
	Department Total:			8,690.00		
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	18-03517	Medication Assistance clients	40.00	0.00	B
	Extd Total:			40.00		
	Department Total:			40.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CAP. IMP. FUND						
G-02-43-901-018-200	Clean Communities Grant 2018					
YVOADA YVONNE ADAMS		20-00624	Transportation Reimbursement	48.95	0.00	
	Extd Total:			48.95		
	Department Total: CAP. IMP. FUND			48.95		
G-02-43-907-019-200	Mental Health Grant					
VISNUR VISITING NURSES	ASSN. OF CENTR	19-00240	VNA Annual Contract Nursing	8,333.32	0.00	B
	Extd Total:			8,333.32		
	Department Total:			8,333.32		
	CAFR Total:			17,112.27		
	Fund Total: GRANT FUND BUDGET:			17,112.27		
	Year Total:			17,112.27		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2019 CDBG Allotment					
T-17-76-850-850-001	2019 Administration					
CRAPRI CRAFTMASTER PRINTING, INC.		20-00247	Program Agenda	86.67	0.00	
T-17-76-850-850-005	2019 sidewalks					
SUFFREDI SUFFOLK REDI-MIX		20-00741	concrete and materials	886.00	0.00	
CLABLO CLAYTON BLOCK CO., INC.		20-00744	materials for concrete	318.35	0.00	
				1,204.35		
T-17-76-850-850-007	2019 Community Events					
SHORIT SAKER SHOPRITE, INC.		20-00206	beverages, dessert & miscellan	968.69	0.00	
KARBRI KAREEM BRINSON		20-00265	D.J. for Black History Event	700.00	0.00	
ORITRA ORIENTAL TRADING CO., INC.		20-00392	supplies for black history	115.43	0.00	
SANDS S&S WORLDWIDE INC.		20-00442	supplies for Easter	296.89	0.00	
ATTHE AT THE TABLE LLC		20-00718	Black History Celebration	190.00	0.00	
ENJOY005 ENJOY YOUR PARTY, INC.		20-00720	waitstaff for program	110.50	0.00	
				2,381.51		
	Extd Total: 2019 CDBG Allotment			3,672.53		
	Department Total:			3,672.53		
	CAFR Total:			3,672.53		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			3,672.53		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
GREER005 GREER LAW FIRM		20-00696	alternate public defender	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
	CAFR Total:			250.00		
	Fund Total: TRUST OTHER			250.00		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
TMASSO	T & M ASSOCIATES	20-00760	Invoice LAF382814 1101 Main	693.00	0.00	
	Extd Total:			693.00		
	Department Total:			693.00		
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00476	SSRS Outstand Invoices	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
T-21-00-466-000-299	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	83.33	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00476	SSRS Outstand Invoices	125.00	0.00	
				208.33		
	Extd Total:			208.33		
	Department Total:			208.33		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	250.00	0.00	
	Extd Total:			250.00		
	Department Total:		PERS	250.00		
Department: JUDGEMENTS						
T-21-00-480-000-299	815 DUNLEWY ST.(SALDUTTI CONSTRUCTION)					
CLACAN	CLARKE CATON	HINTZ PC	20-00636 ZB outstanding Inv-Nesbitt	1,053.44	0.00	
	Extd Total:			1,053.44		
	Department Total:		JUDGEMENTS	1,053.44		
Department: MUNIC COURT						
T-21-00-490-000-299	1601 ASBURY(JERSEY SHORE COMMUNITY CTR.)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	250.00	0.00	
	Extd Total:			250.00		
	Department Total:		MUNIC COURT	250.00		

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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
T-21-00-492-000-299	1121 ASBURY AVE(1121 ASBURY PARK RC,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-493-000-299	1511 PARK AVENUE(JAMES CONDOS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
Department: PUBLIC DEFEND.						
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00447	SSRS PB/ZB Invoices	83.33	0.00	
	Extd Total:			83.33		
	Department Total:		PUBLIC DEFEND.	83.33		
Department: UTILITY S&W						
T-21-00-501-000-299	1112-1114 MAIN ST(INSPECTION FEES)					
TMASSO	T & M ASSOCIATES	20-00764	LAF382815 R Bar AP	1,232.00	0.00	
	Extd Total:			1,232.00		
	Department Total:		UTILITY S&W	1,232.00		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	4,228.43		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	4,228.43		
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
MJREN005	M&J RENOVATION & HOME IMPROVE-	19-03713	RCA Rehab Not To Exceed	14,250.00	0.00	B
	Extd Total:			14,250.00		
	Department Total:			14,250.00		
	CAFR Total:			14,250.00		
	Fund Total:		HOWELL/ASBURY PARK RCA BUDGET:	14,250.00		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-825	311-343 COOKMAN AVE(ASBURY PARTNERS,LLC)					
MARFAL	MARAZITI FALCON, LLP	20-00645	Invoice 42532 AP Triangle	12,163.20	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL	MARAZITI FALCON, LLP	20-00558	#42530: 202 7TH AVENUE	3,315.00	0.00	
	Extd Total:			15,478.20		
	Department Total:			15,478.20		
	CAFR Total:			15,478.20		
	Fund Total:		CITY OF ASBURY PARK REDEVELOPMENT ESCROW	15,478.20		
	Year Total:			37,879.16		

Attachment: Bill List 3-11-20 (2020-120 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Total Charged Lines: 400 Total List Amount: 1,027,246.64 Total Void Amount: 0.00						

Attachment: Bill List 3-11-20 (2020-120 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	0-01	668,374.39	0.00	668,374.39	0.00	0.00	668,374.39
BEACH	0-05	6,478.72	0.00	6,478.72	0.00	0.00	6,478.72
TRANSPORTATION UT	0-06	26,725.75	0.00	26,725.75	0.00	0.00	26,725.75
SEWER UTILITY: BU	0-07	32,363.29	0.00	32,363.29	0.00	0.00	32,363.29
Year Total:		733,942.15	0.00	733,942.15	0.00	0.00	733,942.15
CURRENT	9-01	75,916.48	0.00	75,916.48	0.00	0.00	75,916.48
BEACH	9-05	6,104.35	0.00	6,104.35	0.00	0.00	6,104.35
PARKING UTILITY:	9-06	13,648.50	0.00	13,648.50	0.00	0.00	13,648.50
Year Total:		95,669.33	0.00	95,669.33	0.00	0.00	95,669.33
GENERAL CAPITAL F	C-04	117,996.26	0.00	117,996.26	0.00	0.00	117,996.26
SEWER CAPITAL FUN	C-08	360.00	0.00	360.00	0.00	0.00	360.00
PARKING CAPITAL	C-09	10,469.97	0.00	10,469.97	0.00	0.00	10,469.97
BEACH CAPITAL FUN	C-10	13,817.50	0.00	13,817.50	0.00	0.00	13,817.50
Year Total:		142,643.73	0.00	142,643.73	0.00	0.00	142,643.73
GRANT FUND BUDGET	G-02	17,112.27	0.00	17,112.27	0.00	0.00	17,112.27
COMMUNITY DEVELOP	T-17	3,672.53	0.00	3,672.53	0.00	0.00	3,672.53
TRUST OTHER	T-20	250.00	0.00	250.00	0.00	0.00	250.00
PLANNING & ZONING	T-21	4,228.43	0.00	4,228.43	0.00	0.00	4,228.43
HOWELL/ASBURY PAR	T-38	14,250.00	0.00	14,250.00	0.00	0.00	14,250.00
CITY OF ASBURY PA	T-48	15,478.20	0.00	15,478.20	0.00	0.00	15,478.20
Year Total:		37,879.16	0.00	37,879.16	0.00	0.00	37,879.16
Total of All Funds:		1,027,246.64	0.00	1,027,246.64	0.00	0.00	1,027,246.64

Attachment: Bill List 3-11-20 (2020-120 : Payment of Bills)

March 11, 2020 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,027,246.64
Lucas Brothers Inc.	296,916.09
KJK Restaurants	59.85
Scott Lennox	3,302.00
Foster & Company	491.72
Eastern Armored	22.78
	\$ 1,328,039.08



RESOLUTION NO. 2020-121

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2020 BUDGET

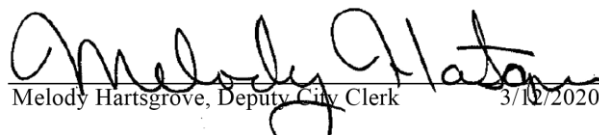
WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the 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 2020 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 2020 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.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-121 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, Deputy City Clerk 3/12/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**

Temporary Budget Amendment #2

	From	To
Current Fund:		
Administration SW	88,200.00	168,000.00
Administration OE	86,153.00	154,100.00
Human Resources	23,625.00	45,000.00
Mayor & Council SW	9,975.00	19,000.00
Mayor & Council OE	1,286.00	2,450.00
Central Functions	7,613.00	26,250.00
Clerk SW	54,731.00	119,750.00
Clerk OE	33,510.00	28,550.00
Finance SW	111,563.00	16,250.00
Finance OE	58,013.00	22,500.00
Data Processing SW	22,129.00	69,650.00
Data Processing OE	5,250.00	42,850.00
Tax SW	77,438.00	148,950.00
Tax OE	17,063.00	26,250.00
Assessor SW	55,388.00	105,500.00
Assessor OE	32,471.00	57,600.00
Communications SW	24,045.00	46,250.00
Communications OE	8,138.00	22,500.00
Legal	79,275.00	151,000.00
Cable TV SW	3,938.00	10,000.00
Cable TV OE	5,250.00	10,000.00
Engineering	47,250.00	90,000.00
Planning SW	64,313.00	135,000.00
Planning OE	18,113.00	31,500.00
Planning Board OE	5,250.00	8,500.00
Zoning Board OE	5,250.00	8,500.00
Code Enforcement SW	107,664.00	215,157.00
Code Enforcement OE	13,125.00	25,000.00
Construction SW	129,413.00	256,500.00
Construction OE	9,450.00	18,000.00
Liability Insurance	678,125.00	692,500.00
Workers Compensation	462,478.00	900,000.00
Group Insurance	2,680,000.00	3,200,000.00
Unemployment	19,688.00	37,500.00
Police SW	2,671,221.00	5,363,000.00
Police OE	145,871.00	270,450.00
Fire SW	1,531,478.00	2,925,250.00
Fire OE	87,373.00	173,386.00
Fire Hydrant	53,550.00	105,000.00
Prosecutor	16,275.00	31,000.00

Streets & Roads SW	437,063.00	832,500.00
Streets & Roads OE	174,293.00	331,987.00
Solid Waste SW	39,375.00	81,000.00
Solid Waste OE	413,438.00	850,000.00
Buildings & Grounds SW	95,550.00	182,750.00
Buildings & Grounds OE	29,400.00	56,000.00
Social Services SW	37,094.00	70,650.00
Social Services OE	6,143.00	24,850.00
Senior Center SW	44,363.00	90,000.00
Senior Center OE	15,488.00	22,500.00
Recreation SW	50,400.00	108,500.00
Recreation OE	32,813.00	63,000.00
Library	152,681.00	313,657.00
Light, Heat, Power	89,250.00	170,000.00
Street Lighting	82,688.00	157,500.00
Telephone	27,563.00	52,500.00
Gasoline	73,500.00	175,000.00
Social Security	202,125.00	400,000.00
DCRP	1,273.00	4,500.00
Court SW	87,938.00	167,500.00
Court OE	15,740.00	31,300.00
Public Defender	10,500.00	20,000.00
911 Dispatch Services	-	663,869.00
Beach		
SW	258,038.00	495,500.00
OE	105,000.00	200,000.00
SS	20,475.00	41,000.00
Transportation		
SW	181,650.00	366,000.00
OE	253,225.00	482,332.00
SS	5,250.00	15,000.00
Sewer		
SW	151,200.00	295,000.00
OE	319,988.00	618,500.00
SS	13,650.00	27,500.00



RESOLUTION NO. 2020-122

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

AWARDING OF CONTRACT TO PNE, LLC FOR HVAC UNIT TO BE INSTALLED AT COMMUNITY AFFAIRS RESOURCE CENTER 913 SEWALL AVENUE ASBURY PARK

WHEREAS, Monmouth County Department of Community Development received bid specifications for an HVAC System to be installed at 913 Sewall Avenue; and

WHEREAS, PNE, LLC. was the lowest bidder in the amount of \$39,950.00; and

WHEREAS, the HVAC System is an upgrade from 17 window air conditions to a combination of central air and ductless units and corresponding electrical wiring in order to improve energy efficiency, air quality, and safety; and

WHEREAS, having a proper HVAC System will aid the Community Affairs Resource Center to continue their main goals as a social service organization all year round; and

WHEREAS, the total price of the equipment is \$39,950.00 and is attached to this Resolution; and

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds and made payable to PNE, LLC; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-75-850-850-007 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to PNE, LLC in the amount of \$39,950.00.

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

RESOLUTION NO. 2020-122 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 12th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-123

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

RESOLUTION AMENDING CONTRACT WITH T&M FOR HECK STREET SERVICES VIA CHANGE ORDER NUMBER 1

WHEREAS, on May 16, 2017 the City of Asbury Park received a proposal to provide design, construction coordination and inspection services for improvements to Heck Street in an amount not-to-exceed \$214,500.00 and awarded a contract for said services via Resolution 2017-204; and

WHEREAS, the project requires Changer Order #1 in the amount not to exceed twenty one thousand, seven hundred forty dollars (\$21,740.00); and

WHEREAS, the Change Order #1 is for additional investigation & construction inspections; and

WHEREAS, this change order reflects the costs activities as attached on change order number one; and

WHEREAS, Change Order #1 is attached and hereby authorized in the amount not to exceed \$21,740.00 for services rendered in conjunction with this Project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-170-001; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Change Order #1 to the contract authorized via Resolution 2017-204 in the amount not to exceed \$21,740.00.

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

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

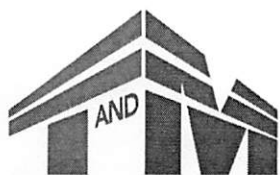
RESOLUTION NO. 2020-123 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 11th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00756

March 3, 2020

Ms. Donna M. Vieiro, Interim City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

Re: City of Asbury Park
NJDOT FY 2017 - Heck Street Improvements
T&M Associates – Request for Contract Amendment #1

Dear Ms. Vieiro:

As you are aware, T&M Associates is providing project management, construction administration, and full-time construction inspection for the Heck Street Improvements Project (NJDOT FY 2017 Grant) under Council Resolution #2017-204. Per our contract with the City, T&M is providing contract administration and full-time inspection services for Heck Street for a total amount not to exceed \$109,900.00.

During the initial phases of construction, it became apparent that underground utilities, specifically sanitary sewer lateral and secondary main runs required additional investigation and significant re-design and reconfiguration. We initially intended to absorb the cost of this additional work within the constraints of our original proposal, however, the additional time and effort spent has resulted in an exceedance our original proposal by the amount of \$12,500.00 (approximately 80 manhours/2 weeks) as of the date of this correspondence.

The project is still under construction and will require additional inspections, contract administration, and closeouts, however, we are confident that we can minimize additional costs to the greatest extent possible. All underground utility work has been completed and we anticipate approximately 4 to 6 weeks of construction remaining, which would equate to approximately 60 additional manhours or \$9,240.00

We therefore respectfully request that the City consider the following breakdown of proposed fees:

Additional Investigation & Construction Inspections to date	\$ 12,500.00
<u>Construction Inspection through to completion</u>	<u>\$ 9,240.00</u>
Contract Amendment #1 Total	\$ 21,740.00

On behalf of T&M Associates, we thank you for the opportunity to continue to provide contract administration and inspections on this project through successful completion.

Should you have any questions or require additional information, please do not hesitate to contact me at 732-671-6400.



ASPK-00756
March 3, 2020
Page 2 of 2

Le: Donna M. Vieiro
Interim City Manager

Re: 2017 Road Program – Heck St. Improvements
T&M Associates – Contract Amendment #1

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL STAFF DESIGNER

On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

CAB:JDH:jdh

Cc: Melody Hartsgrrove, Deputy City Clerk (via email)
JoAnn Boos, CFO (via email)
Tracy Lizardi, Purchasing Agent (via email)

G:\Projects\ASPK\00756\Correspondence\Viero_CAB-JDH_T&M Contract Amendment #1.docx

Attachment: T&M Heck Street Change Order 1 (2020-123 : Amending Contract with T&M for Heck Street Services Via Change Order Number 1)



RESOLUTION NO. 2020-124

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

AWARD OF A CONTRACT FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION AND INSPECTION OF CITYWIDE WAYFINDING SIGNAGE WITHIN THE TRANSIT VILLAGE AREA OF THE CITY OF ASBURY PARK

WHEREAS, the City of Asbury Park was awarded a 2018 Transit Village grant by the NJDOT in the amount of \$325,000 for the installation of Citywide wayfinding signage within the Transit Village area of Asbury Park; and

WHEREAS, the City of Asbury Park received sealed bids on March 3, 2020 for the design and construction administration and inspection of the wayfinding signage; and

WHEREAS, review of said bids and the recommended proposal are attached to this Resolution; and

WHEREAS, the not-to-exceed cost for the design documents shall not exceed \$37,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account 9-06-55-502-000-100; and

WHEREAS, the Mayor and City Council hereby award the contract to ENGenuity Infrastructure; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with ENGenuity Infrastructure to design and inspect the installation of wayfinding signage within the Transit Village area of the City of Asbury Park in the not-to-exceed amount of \$37,000.

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

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

RESOLUTION NO. 2020-124 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 12th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

DONNA M. VIEIRO, INTERIM CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

To: Mayor and City Council

From: Donna M. Vieiro, Interim City Manager

Copy: Tracy Lizardi, Qualified Purchasing Agent
Fred Raffetto, City Attorney
Melody Hartsgrrove, Deputy City Clerk
Michael Manzella, Director of Transportation

Date: March 4, 2020

Re: Review of RFP Wayfinding Signage Design

As per N.J.S.A 40A:11-4.5(d) Competitive contracting proposal solicitation (from the Local Public Contracts Law; LPCL), the governing body and public must be notified of the review of the responses at least forty-eight (48) hours prior to award of a contract. As per the LPCL, this memo shall include the following:

The report shall rank vendors in order of evaluation, shall recommend the selection of a vendor or vendors, as appropriate, for a contract, shall be clear in the reasons why the vendor or vendors have been selected among others considered, and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract.

The City has received three (3) complete bids for the Wayfinding Signage RFP from ENGenuity Infrastructure, MERJE and Suburban Consulting Engineers, Inc.

To meet requirements of the LPCL, the response shall be included and referenced in the contract. The attached table summarizes the technical aspects of the responses.

Based on the review of the responses, the City administration recommends awarding a contract to ENGenuity Infrastructure to provide wayfinding design services for the City of Asbury Park.

ADMINISTRATIVE INFORMATION REQUIREMENTS	SUBMISSION #1	SUBMISSION #2	SUBMISSION #3
NAME OF FIRM	ENGenuity Infrastructure / M Studio	MERJE	Suburban Consultants / Iris Communications
ADDRESS	12 Broad Street, Suite 203 Red Bank, NJ 07701	120 N. Church Street, Suite 208 West Chester, PA 19380	777 Terrace Avenue, Suite 607 Hasbrouck Heights, NJ 07604
TELEPHONE NUMBER	(732) 741-3176	(484) 266-0648	(201) 288 - 2600
CONTACT	Jaclyn J. Flor, PE, PP, CME	John F. Bosio, Principal	Lloyd A. Rosenburg, AIA, President & CEO
RANKING AND RATING (NOT POINTS, NARRATIVE)			
The level of the Respondent's previous experience with similar projects	Same team for Hoboken Wayfinding program - two 100% woman-owned businesses, M Studio worked on previous Asbury Park marketing campaign and is located in Asbury Park.	Very Extensive, 25 years of experience on 7 wayfinding projects in NJ. No previous Asbury Park experience.	One wayfinding project in Paterson. Previous Asbury Park experience for Springwood Park design.
Ability to present a clear, concise proposal that follows the RFQ format	Answered all RFQ questions in a concise manner. Very comprehensive approach is collaboration with City, 3 meetings, 1 focus group, continued email/phone correspondence, provide 2 brand stories with logos, 3 rounds of revisions, brand guidelines, up to 2 graphic solutions for directionals, kiosks and gateway signs, good approach for construction administration and inspection.	Wholistic approach includes digital technology and support materials, long-term management and maintenance and architecture. Very detailed work plan incorporating strategic plan, analysis of conditions, schematic design, programming, design development, documentation and bidding/construction admin. Kickoff meeting, 2-3 options for sign designs, location plan, cost estimates.	Approach includes 4 meetings, 1 focus group, wayfinding style guide, 3 sign design concepts (not sure if for each type), good approach for construction administration and inspection.
Ability to complete the Project within budget and within a timely schedule	Cost proposal meets the budget. Kickoff meeting will review schedule. Progress meeting with schedule updates.	Cost proposal does not meet the budget (not even close).	Cost proposal meets the budget. Schedule meets proposed schedule.
Ability to project manage and hire and retain professionals, contractors and subcontractors	Resumes and local team are sufficient, engineers and graphic designers, along with all woman-owned businesses and one Asbury Park business	Resumes are sufficient, smaller team, does not include M/WBE sub-consultant, much more design focused than engineering	Resumes and local team are sufficient. No M/WBE participation identified.
Cost proposal	\$37,000	\$97,790	\$27,941



in! Asbury Park
cityofasburypark.com

Request for Proposal:
Design and Construction Administration for the
citywide Wayfinding Program within Transit Village
area of the City of Asbury Park Submission
Deadline: March 3 2020, 11:00 AM

**Stayed
in!**

**Heard
in!**

**Happened
in!**

**Bought
in!**

**Seen
in!**

**Ate
in!**

**Played
in!**

**Lived
in!**

ENGENUITY INFRASTRUCTURE

We Engineer, Plan, and Serve Thriving Communities
through Integrated Public Infrastructure



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Section 4- Cost Proposal

Attachment A: Resumes

1. COVER LETTER

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)



**CITY OF ASBURY PARK
RESPONDENT INFORMATION / COVER LETTER FORM**

DATE: March 2, 2020

RESPONDENT: ENGENUITY INFRASTRUCTURE

ADDRESS: 12 BROAD STREET, SUITE 203, RED BANK, NJ 07701

TEL: 732.741.3176

CONTACT PERSON: JACLYN J. FLOR, PE, PP, CME

BUSINESS ENTITY: LLC

- A. GENERAL (capitalized words and terms shall have the meanings ascribed to such terms in the RFQ):

In submitting this Proposal, the Respondent, in addition to representing that it has met all of the administrative, financial and technical criteria set forth in Section 2.3 thereof which by executing this Form it shall be deemed to have so represented, warrants and represents that:

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFQ and, if selected, will carry out all of the duties and obligations contained in the Contract to construct the Project.

 (b) All information submitted in response to the RFQ is accurate and factual and all representations made regarding the Respondent's willingness to construct the Project are true and correct.

 (c) The name and title of the individuals who will be the Respondent's technical and business employees responsible for preparing the Proposal and responding to questions are:
2. Except to the extent expressly set forth on the attachment hereto (if applicable) there have been no material changes in the financial status of the Respondent or its guarantor (if applicable) since the date of the most recent financial data submitted herein and such financial information and data fairly and accurately reflects the financial position of the Respondent or its guarantor (if applicable) as of the date of submission of the Proposal.
3. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Contract.
4. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the Respondent's ability to perform its obligation under the Contract of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or

enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transaction contemplated hereby.

5. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent.

6. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

7. The Respondent is not currently in breach of or in default of any agreement, or any other applicable Federal, state and local laws and regulations that are necessary for or relate to the Respondent's ability to perform its obligations under the Contract.

8. The submission of the Proposal and the execution of the Contract by the Respondent will not conflict with or constitute a breach or a default under: (a) any constitutional provision or law, or (b) any administrative regulation, judgment, decree, loan agreement, mortgage, indenture, bond, note, resolution, agreement or other instrument to which the Respondent is a party or to which any of its property or other assets is otherwise a subject that would result in a legal impediment to the Respondent from fully performing its obligation under the Contract, if Respondent is selected as the Selected Respondent.

9. The Respondent acknowledges that all costs incurred by it in connection with this submission shall be borne exclusively by the Respondent.

10. The Respondent acknowledges receipt of all addenda to this RFQ/RFQ, if any.

BY: _____

Jaclyn J. Flor
 JACLYN J. FLOR, PE, PP, CME
 PRESIDENT, CEO
 ENGENUITY INFRASTRUCTURE

NOTE: Jaclyn J. Flor, PE, PP, CME, is the current 100% Shareholder, Officer, Managing Member, and 100% owner of ENGenuity Infrastructure, LLC, and the sole authorized signatory. A copy of ENGenuity's sole Membership Certificate is attached.



NUMBER

01



INVESTMENT

100 %

See Rules for
Certain Definitions

Organized under the laws of the State of New Jersey

ENGenuity Infrastructure, LLC

Limited Liability Company

This Certifies that

Jaclyn J. Flor

is the owner of

One-Hundred Percent 100% interest in the above named *Limited Liability Company* and is entitled to the full benefits and privileges of such interest, subject to the duties and obligations, as more fully set forth in the *Limited Liability Company Operating Agreement*.

In Witness Whereof the *Limited Liability Company* has caused this Certificate, and the interest it represents, to be executed by an Authorized person this 5th day of December, 2016

Jaclyn J. Flor
President

Jaclyn J. Flor
Chief Executive Officer



CORPKIT, NEW YORK

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-as tenants in common	UNIF GIFT MIN ACT	-.....Custodian.....under
TEN ENT	-as tenants by the entireties		(Cust) (Minor)
JT TEN	-as joint tenants, with right of survivorship	Uniform Gifts to Minors Act	(State)
	and not as tenants in common		

Additional abbreviations may also be used though not in the above list.

For Value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

*_____ of
the Interest represented by the within Certificate, and do hereby
irrevocably constitute and appoint _____*

*_____ his
Attorney-In-Fact to transfer the Interest on the books of the
within named Limited Liability Company with full
power of substitution.*

Dated _____

In presence of _____

NOTICE: The signature of this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

2. GENERAL INFORMATION

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

ATTACHMENT II

Consent to Investigation

CITY OF ASBURY PARK

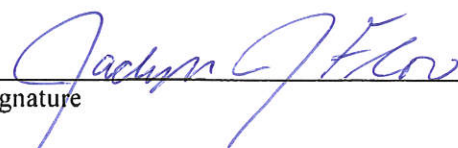
CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to the City of Asbury Park or its authorized representatives to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Qualifications/Request for Proposals, dated March 3, 2020, with respect to the Contract, including financial and law enforcement information with respect to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the City of Asbury Park and/or its authorized representatives are authorized to inspect all premises and relevant records of said business entity in order to verify information contained herein.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent: ENGenuity Infrastructure

Respondent's Address: 12 Broad Street, Suite 203, Red Bank, NJ 07757

By: 

Signature

Name: Jaclyn J. Flor, PE, PP, CME

Title: President, CEO

Date: March 3, 2020

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

City of Asbury Park

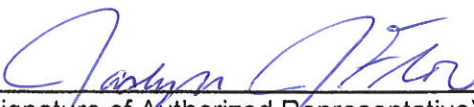
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
<u>1</u>	<u>2/20/2020</u>	<u>JJF</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

No addenda were received: ☐

Acknowledged for: ENGenuity Infrastructure
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Jaclyn J. Flor, PE, PP, CME
(Print or Type)

Title: President, CEO

Date: 3/3/2020

ATTACHMENT IV

Mandatory Affirmative Action Compliance

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service 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 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 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 for the 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 or sex.

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.

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 Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women 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 its 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, 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.

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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office 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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ENGenuity Infrastructure

SIGNATURE: 

PRINT NAME: Jaclyn J. Flor, PE, PP, CME

TITLE: President, CEO

DATE: 3/3/2020

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

Certification 56488

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

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-SEP-2016** to **15-SEP-2023**

ENGENUITY INFRASTRUCTURE LLC
211 BROAD STREET - SUITE 204
RED BANK NJ 07302



A handwritten signature in dark ink, appearing to read "Ford M. Scudder", is written over the printed name.

FORD M. SCUDDER
Acting State Treasurer

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

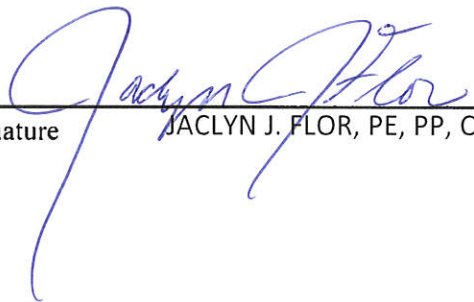
**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Signature  _____
JACLYN J. FLOR, PE, PP, CME

ATTACHMENT VI

Americans with Disabilities Act of 1990

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

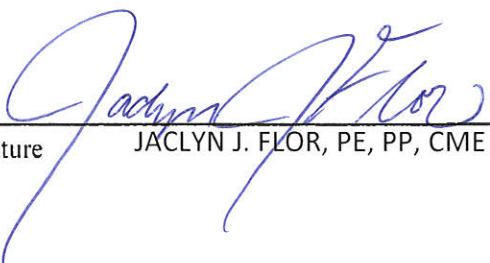
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.


 Signature _____ JACLYN J. FLOR, PE, PP, CME

ATTACHMENT VII

Stockholders Disclosure Certification

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: ENGenuity Infrastructure

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Limited Partnership

Subchapter S Corporation

Corporation

☒ Limited Liability Corporation

Non-Profit

Sole Proprietorship

Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jaclyn J. Flor

Home Address: 49 Pemberton Ave
Oceanport, NJ 07757

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

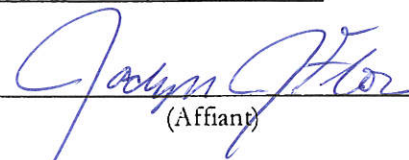
Name: _____

Home Address: _____

Subscribed and sworn before me this 3 day of
March, 2020

(Notary Public)

My Commission expires:



 (Affiant)
 Jaclyn J. Flor, President, CEO

 (Print name & title of affiant)

 (Corporate Seal)

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

ATTACHMENT VIII

Proof of Business Registration

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, City of Asbury Park, is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

- ENGenuity Infrastructure, LLC holds a State of New Jersey Business Registration Certificate, under Taxpayer Identification Number 813-213-168/000.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 242 TRENTON, N.J. 08646-0242
TAXPAYER NAME: ENGENUITY INFRASTRUCTURE, LLC	TRADE NAME:	
ADDRESS: 12 BROAD STREET SUITE 203 RED BANK NJ 07701	SEQUENCE NUMBER: 2060597	
EFFECTIVE DATE: 07/25/16	ISSUANCE DATE: 11/18/16	
	<i>James J. Z...</i> Director New Jersey Division of Revenue	

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

Disclosure of Investment Activities in Iran

Bidder Name:

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:

X	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. OR
---	--

	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. <u>Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</u>
---	--

Part 2 – Additional Information

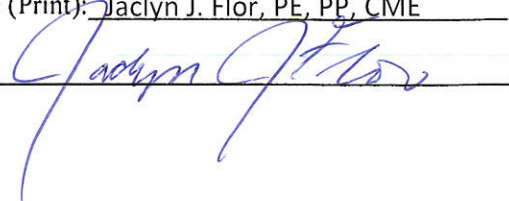
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): Jaclyn J. Flor, PE, PP, CME

Title: President, CEO

Signature: 

Date: March 3, 2020

ATTACHMENT X

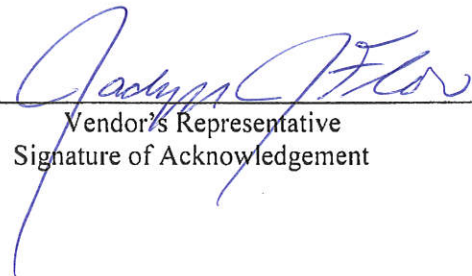
Election Contributions Disclosure Notification Form

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

March 3, 2020

Date of Acknowledgement

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

Attachment XI

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

SS:

I, Jaclyn J. Flor residing in Oceanport
(name of municipality) (name of affiant)
in the County of Monmouth and State of New Jersey
of full age, being duly sworn according to law on my oath depose
and say that:

I am President and Chief Executive Officer of the firm of
(Title or position) (Name of firm)

ENGenuity Infrastructure the bidder making this Proposal for the bid
entitled Asbury Park Wayfinding Design Services and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Jaclyn J. Flor
Signature Jaclyn J. Flor, PE, PP, CME

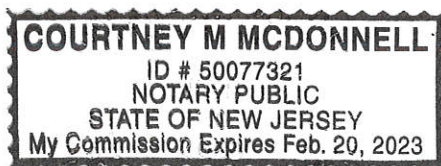
March 3, 2020

Courtney McDonnell
(Type or print name of affiant under signature)

Courtney McDonnell
Notary public of State of New Jersey

My Commission expires 2/23/2023

(Seal)



Attachment XII

W9 Form

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ENGenuity Infrastructure	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 12 Broad Street, Suite 203	Requester's name and address (optional)
6 City, state, and ZIP code Red Bank, NJ 07701	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	1	-	3	2	1	3	1	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► January 3, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment XIII

Political Contribution Disclosure Form

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	ENGenuity Infrastructure		
Address:	12 Broad Street, Suite 203		
City:	Red Bank	State:	NJ Zip: 07701

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Part II – Contribution Disclosure

Jaclyn J. Flor, PE, PP, CME
Printed Name

President, CEO
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

2019 - Local Government Officer - Roster

Selection Criteria: Entity: Municipality Status: ALL

Entity Name: Asbury Park City - County of Monmouth

Filed: ALL

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date	Effective From	Effective To
1	Aguiar	Erick		Tax Assessor	ACTIVE	Yes	04/02/2019		
	Municipality								
2	Ahbez-Anderson	Angela		Mayor's Appointment	ACTIVE	Yes	04/03/2019		
	Library Board								
3	Alonso	Michael		City Planner	ACTIVE	Yes	04/02/2019		
	Municipality								
4	Ashman	Brittany		Member Alternate 1	ACTIVE	Yes	04/05/2019		
	Zoning Board								
5	Avallone	Christopher		Member	ACTIVE	Yes	04/02/2019	01/01/2015	12/31/2015
	Zoning Board								
6	Ballard	Christine		City Engineer	ACTIVE	Yes	04/11/2019		
	Municipality								
7	Baumgartner	Werner		Member	ACTIVE	Yes	04/17/2019		
	Library Board								
8	Bianchini	Robert		Assist Public Works Superintendent	ACTIVE	Yes	04/02/2019		
	Municipality			Principal Engineering Clerk					
	Municipality								
9	Boos	JoAnn		Chief Financial Officer	ACTIVE	Yes	04/02/2019		
	Municipality								
10	Brown	Angeline		Member	ACTIVE	No			
	Housing Authority								

* - As entered by LGE representative

Run By:

Pages 1 of 9

Run Date: 3/2/2020 3:47:25 PM

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date	Effective From	Effective To
11	Campbell	Myra	L	Mayor	INACTIVE	No			12/31/2014
	Governing Body			Member					
12	Capabianco	Michael		City Manager	ACTIVE	Yes	04/04/2019		
	Municipality								
13	Chapman	Eileen		Council Member	ACTIVE	Yes	04/29/2019		
	Governing Body								
14	Clayton	Barbara	Yvonne	Councilwoman	ACTIVE	Yes	04/02/2019		
	Governing Body			CLASS III MEMBER			01/01/2015		
	Planning Board						01/01/2015		
15	Cunha	Jose		City Engineer	INACTIVE	No			
	Municipality			Public Works Superintendent					
	Municipality								
16	D'Alessandro	Frank		Member	ACTIVE	Yes	04/02/2019		
	Library Board								
17	Davis	Lori		Member	INACTIVE	No			
	Housing Authority								
18	Dickerson	Cassandra		Confidential Secretary	ACTIVE	Yes	04/04/2019		
	Municipality			Director of Community Development			01/28/2014		
	Municipality								
19	Dye	Cindy		City Clerk	ACTIVE	Yes	04/02/2019		
	Municipality						05/01/2015		04/30/2018
20	Faasen	Jesse		Tax Collector	INACTIVE	No			
	Municipality								

* - As entered by LGE representative

Run By:

Pages 2 of 9

Run Date: 3/2/2020 3:47:25 PM

3.H.5.b

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date	Effective From	Effective To
21	Fehrenbach	Herb			INACTIVE	No			
	Planning Board			Member Class-IV				01/01/2015	12/31/2017
22	Feinstein	Robert			INACTIVE	No			
23	Fichter	Jason			ACTIVE	Yes	04/29/2019		
	Planning Board			Board Engineer					
	Zoning Board			Board Engineer					
24	Floyd	Leesha			ACTIVE	Yes	04/02/2019		
	Municipality			Director of Recreation					
25	Foster	James			ACTIVE	Yes	04/02/2019		
	Municipality			Treasurer					
26	Galipo	Eric			ACTIVE	Yes	04/23/2019		
	Zoning Board			Member					
27	Garrett	Tyrone			INACTIVE	No			
	Housing Authority			Executive Director					
28	Gartz	Richard			INACTIVE	No			
	Municipality			Chief Financial Officer					
29	Giberson	Garrett	M		ACTIVE	Yes	04/03/2019		
	Municipality			Emergency Management Coordinator					
30	Gonzales	Christopher			ACTIVE	Yes	04/08/2019		
	Zoning Board of Adjustment			Board Member					
31	Grillo	Joe			INACTIVE	No			
	Zoning Board			Member					

* - As entered by LGE representative

Run By:

Pages 3 of 9

Run Date: 3/2/2020 3:47:25 PM

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date Effective From	Effective To
32	Grillo	Seresa		Member Class IV	INACTIVE	No	01/01/2015	12/31/2015
33	Gruel	Susan		Board Planner	INACTIVE	No		
34	Harris	Daniel		Member	ACTIVE	Yes	04/02/2019	
35	Hartsgrove	Melody		Deputy City Clerk	ACTIVE	Yes	04/09/2019	
36	Henderson	Susan	J	Deputy Mayor	INACTIVE	No		12/31/2014
37	Henry	Jim		Member	ACTIVE	Yes	04/17/2019	
38	Heyer	Fred		Board Planner	INACTIVE	No	01/01/2015	12/31/2015
39	Hopson, Sr.	Gregory		Board Member	ACTIVE	Yes	04/26/2019	
40	Hunnell	Stephanie		Board Member	ACTIVE	Yes	04/05/2019	
41	Jones	Carol		Board Member	INACTIVE	No		
42	Kay	Stephen	M	City Clerk	INACTIVE	No		01/31/2015
43	Keddy	Kevin		Fire Chief	ACTIVE	Yes	04/10/2019	

* - As entered by LGE representative

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Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date Effective From	Effective To
44	Kelly	John		City Manager	INACTIVE	No		12/31/2014
45	Kelso	David		Chief of Police	ACTIVE	Yes	04/17/2019	
46	Kendle	Jesse		Councilman	ACTIVE	Yes	04/02/2019	
47	Kinmon	Mark		Police Chief	INACTIVE	No	01/01/2015	
48	Kniesler, Jr.	Frederick		Alternate Member	INACTIVE	No		
49	Kroposky	Janice		Board Member	ACTIVE	Yes	05/06/2019	
50	Krzak	Barbara		Member	ACTIVE	Yes	04/26/2019	
51	Lambert	Rick		Planning Board Member Class IV	ACTIVE	Yes	04/23/2019	
52	Lewis	Russell		Member	ACTIVE	Yes	04/15/2019	
53	Lizardi-Clifton	Tracy		Municipal Treasurer	INACTIVE	No		
54	Lizardi-Clifton	Tracy		Qualified Purchasing Agent	ACTIVE	Yes	04/02/2019	
55	Loffredo	John	M	Council Member	INACTIVE	No		12/31/2014

* - As entered by LGE representative

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Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date Effective From	Effective To
56	Maguire	Michele		Member	INACTIVE	No		
57	Manzella	Michael		Member	ACTIVE	Yes	04/02/2019	
58	Maraziti	Joseph		Planning Board Member Class II	ACTIVE	Yes	04/15/2019	
59	Martin	Andrew		Redevelopment Attorney	INACTIVE	No		
60	Martin	Kerrin		Member	ACTIVE	Yes	04/10/2019	
61	McAllister	Charlotte		Member	ACTIVE	Yes	04/16/2019	
62	McClave	William		Member	ACTIVE	Yes	04/02/2019	
63	McKeon	Robert		Superintendent of Public Works	INACTIVE	No		
64	McLeod	Allison		Director of Property Improvement	INACTIVE	No	07/28/2014	
65	Menna	Pasquale		Class IV Member	INACTIVE	No		
66	Moor	John	M	Prosecutor	ACTIVE	Yes	04/02/2019	
	Governing Body			Council Member				12/31/2014
	Governing Body			Mayor			01/01/2015	
	Planning Board			Mayor's Appointment				12/31/2017

* - As entered by LGE representative

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Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date	Effective From	Effective To
67	Nuccio	Anthony			INACTIVE	No			
	Municipality			Deputy Municipal Manager					
68	Perillo	Anthony			INACTIVE	No			
	Housing Authority			member					
69	Perillo	Tony			INACTIVE	No			
	Planning Board			Member-Class IV					
70	Quinn	Amy			ACTIVE	Yes	01/01/2015	04/16/2019	12/31/2018
	Governing Body			Council Member					
	Governing Body			Deputy Mayor			01/01/2015		12/31/2014
71	Raffetto	Frederick	C		ACTIVE	Yes	04/23/2019		
	Municipality			City Attorney					
72	Rickel	Ken			INACTIVE	No			
	Zoning Board			Member					
73	Ricks	Jessie			INACTIVE	No			
	Zoning Board			Alternate 1 Member					12/31/2018
74	Sahlin	Thomas			ACTIVE	Yes	04/29/2019		
	Housing Authority			Executive Director					
75	Salerno	Anthony			INACTIVE	No			
	Municipality			Deputy Chief of Police					
76	Sammet	Donald			INACTIVE	No			
	Municipality			City Planner					03/08/2015
77	Scotland	Glenn	F		INACTIVE	No			
	Municipal			Redevelopment Attorney					

* - As entered by LGE representative

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Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date Effective From	Effective To
78	Selah	George		Construction Official	ACTIVE	Yes	04/02/2019	
Municipality								
79	Serpico	Jack		Board Attorney	ACTIVE	Yes	04/02/2019	
				Board Attorney				
80	Shelton	Diane		Member	ACTIVE	No		
Library Board								
81	Souder	Jennifer		Member	ACTIVE	Yes	04/15/2019	
				Member				
82	Sternesky	Dolly		Member	INACTIVE	No		
Library Board								
83	Sullivan	Michael		Planner	ACTIVE	Yes	04/19/2019	
Zoning Board								
84	Syphax	Frank		Member	ACTIVE	Yes	04/30/2019	
Housing Authority								
85	Syphax	Gertrude		Member	ACTIVE	Yes	04/10/2019	
Planning Board								
86	Taylor	Alexis		Planning Board Member Class IV	ACTIVE	Yes	04/29/2019	
Planning Board								
87	Teeboom	Troy		Member	INACTIVE	No		
Zoning Board								
88	Torre	Carol		Member	ACTIVE	Yes	04/15/2019	
Housing Authority								

* - As entered by LGE representative

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Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

2019 - Local Government Officer - Roster

Entity: Municipality

Entity Name: Asbury Park City - County of Monmouth

#	Last Name *	First Name *	Middle Name *	Position	Status	FDS Filed	Filed Date	Effective From	Effective To
89	Torsney	Janet		Member	ACTIVE	Yes		04/15/2019	
	Library Board								
90	Towery	Sara Anne		Member	INACTIVE	No			
	Planning Board			Member Class IV				01/01/2015	12/31/2016
91	Troppoli	Donna		Commissioner	ACTIVE	Yes		04/17/2019	
	Housing Authority							02/28/2015	
92	Van Wagner	Barbara		Assistant City Planner	ACTIVE	Yes		04/18/2019	
	Municipality								
93	Weiner	Anita		Member	ACTIVE	Yes		04/08/2019	
	Library Board								
94	Williams	Mark		Member	INACTIVE	No			
	Zoning Board								
95	Woerner	Joe		Member	INACTIVE	No			
	Governing Body			Councilman				01/01/2015	
	Planning Board			Mayor's Appointment				01/05/2016	12/31/2016
96	Young	Tyrone		Tax Collector	ACTIVE	Yes		04/04/2019	
	Municipality								
97	Zyla	Keith		Member	INACTIVE	No			
	Zoning Board								12/31/2016

* - As entered by LGE representative

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Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3.H.5.b

Attachment XIV

Sworn Statement

CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

ENGenuity Infrastructure

Firm's Name

Signature

Jaclyn J. Flor, PE, PP, CME

Print Name

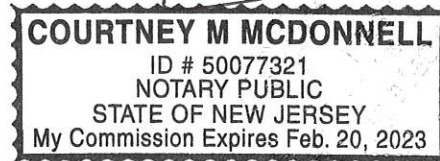
President, CEO

Title

Subscribed and sworn to before me this

3 day of March, 2020.


Notary Public



Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection a of this subsection.

d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection a of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection a. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

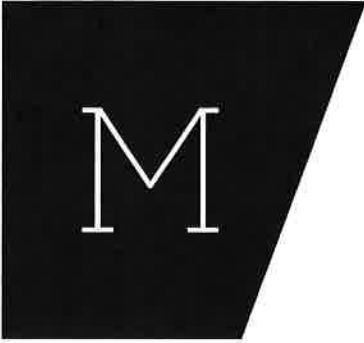
§ 2-76.5. Contribution Statement by Business Entity. [Ord. No. 2969 § 4]

a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection 2-76.2. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.

b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.

c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.



March 2, 2020

To Whom It May Concern:

Jenna Zilincar, is the current 97% owner of M studio, LLC. As the sole proprietor, her information is as follows:

Jenna Zilincar
1316 Unami Ave.
Ocean, NJ 07712

Current projects: retainer hours are based off a \$150 hourly rate

First Atlantic Federal Credit Union
2020 yearly contract - monthly retainer of up to 150 hours for various marketing projects

Peppercomm
2020 yearly contract - monthly retainer of up to 125 hours for design and social media projects

Consolidated Bearing Company
2020 yearly contract - monthly retainer of up to 50 hours for various marketing projects and website maintenance

QRAILS
2020 yearly contract - monthly retainer of up to 50 hours for various marketing projects and public relations

Sincerely,


Jenna Zilincar
Founder, M studio, LLC

**SUBCONSULTANT
AGREEMENT
BETWEEN
ENGENUITY INFRASTRUCTURE AND
CONSULTANT FOR PROFESSIONAL SERVICES**

This Agreement is made on March 2, 2020 by and between **ENGenuity Infrastructure, LLC** (*hereinafter called ENGenuity*), a New Jersey Limited Liability Company, located at **12 Broad Street, Suite 203, Red Bank, New Jersey, 07701**, and **M Studio**, having an address at **513C Bangs Ave., Asbury Park, NJ, 07712** (*hereinafter called CONSULTANT*).

WHEREAS, ENGenuity has entered into an Agreement with **M Studio**, for the Project identified herein (the "ENGenuity Agreement") which requires for ENGenuity to provide professional services in connection with the Project; *and*

WHEREAS, ENGenuity and CONSULTANT desires that the CONSULTANT perform professional services for the Project on behalf of the Project Owner and ENGenuity; *and*

WHEREAS, the CONSULTANT represents that CONSULTANT is capable, competent, legally licensed and possesses the professional skills and experience to perform said services in a complete, timely, and professional manner; *and*

WHEREAS, the CONSULTANT'S Proposal and Scope of Services, made a part of this Agreement as **Attachment A**, is deemed fair and equitable by ENGenuity, and the CONSULTANT represents that they are qualified to perform the services in said Proposal;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein and pursuant to all federal, state and local laws and ordinances, the CONSULTANT and ENGenuity agree as follows:

SCOPE OF SERVICES:

The CONSULTANT agrees to provide the following professional services for the Project which are more completely described on **Attachment A** and made part hereof:

Brief Description of Services:

Communications, Branding, and Wayfinding Design

Anticipated Project Fee: \$18,000.00

The Scope of Services are required in connection with ENGenuity's performance of professional services in connection with the following project:

ENGenuity Project Number: ASPK-00010

Project Name: Asbury Park Citywide Wayfinding Program

Project Owner: City of Asbury Park

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

SECTION 1 – SERVICES AND RESPONSIBILITIES OF CONSULTANT:

- 1.1 CONSULTANT shall perform professional services in accordance with the terms, conditions and fees set forth in **Attachment A**.
- 1.2 CONSULTANT is hereby retained as an independent consultant. CONSULTANT is not an employee or partner of ENGenuity or the Project Owner and shall be exclusively responsible for the means and methods used in the performance of the professional services rendered under this Agreement.
- 1.3 CONSULTANT recognizes that the services of ENGenuity and others involved in the projects are dependent upon the timely performance of CONSULTANT's services and CONSULTANT shall perform such services under the same standard of care and in the same character, sequence, time and manner required of ENGenuity under the terms and conditions set forth in the ENGenuity Agreement.
- 1.4 CONSULTANT shall communicate with ENGenuity. ENGenuity shall keep CONSULTANT fully informed and regularly updated as to communications with the Project Owner and Project contractor.
- 1.5 Subject to Section 3.1 below, CONSULTANT shall obtain all data and information necessary for the performance of its services hereunder. CONSULTANT is responsible to see that its documentation and services conform to the applicable laws, rules, regulations, codes, ordinances and special requirements of each municipality, county and state where the Project is located.
- 1.6 CONSULTANT shall furnish information requested, via email from time to time, by ENGenuity relating to CONSULTANT's Scope of Services.
- 1.7 CONSULTANT shall not proceed with any aspect or phase of services provided in the CONSULTANT's Proposal unless expressly authorized in writing by ENGenuity.
- 1.8 The CONSULTANT shall maintain the confidentiality of information specifically designated in writing as confidential by the Project Owner or ENGenuity unless the information has previously been made or becomes public or its non-disclosure by CONSULTANT to a third-party would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT's subconsultants and contractors similar agreements to maintain the confidentiality of information specifically designated in writing as confidential by the Project Owner or ENGenuity.
- 1.9 The CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would constitute an actual conflict that compromises the CONSULTANT's professional judgment with respect to this Project or create a conflict of interest for ENGenuity in respect to its obligations under the ENGenuity Agreement.
- 1.10 Upon completion of the CONSULTANT's service and after the CONSULTANT's receipt and clearance of final payment from ENGenuity for completion of CONSULTANT's services, a copy of the CONSULTANT's Instruments of Service, which include drawings, specifications, and other documents prepared exclusively by the CONSULTANT in connection with this Agreement, shall be provided to ENGenuity.
- 1.11 CONSULTANT shall immediately notify ENGenuity of any problem or discrepancy that CONSULTANT believes exists with respect to any aspect of the Project or services provided by ENGenuity. The final decision on all matters remains with ENGenuity.
- 1.12 CONSULTANT shall be responsible for the coordination of CONSULTANT's services for the Project and shall facilitate the exchange of information among the independent professional associates and consultants employed by ENGenuity or the Project Owner for the Project, as necessary, for the coordination of services.

SECTION 2 – ADDITIONAL SERVICES OF CONSULTANT:

- 2.1 In the event additional services are required or the general scope, extent or character of this Agreement is changed, CONSULTANT may be requested to provide additional services on the Project. Performance of such additional services must be expressly authorized in writing by ENGenuity prior to the commencement of any additional services, and the CONSULTANT shall provide a complete description of the additional scope of services which is not included within the scope of the CONSULTANT's Proposal. No payment will be made for any additional services that are not authorized in writing. Additional Services will be paid in the form of a Change Order and payment will be made in the method and manner specified in **Section 4 - PAYMENT TO CONSULTANT**.

SECTION 3 – ENGENUITY'S RESPONSIBILITIES:

- 3.1 Where available, ENGenuity shall provide Project criteria, documents, and information that is pertinent to the performance of CONSULTANT's services, including design objectives, constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, in addition to any drawings, specifications, schedules, interpretations, data or any other information prepared by ENGenuity. ENGenuity will also furnish copies of design and construction standards that the Project Owner and ENGenuity will require to be included in Drawings and Specifications to be furnished by CONSULTANT under this agreement, where applicable. ENGenuity acknowledges and agrees that CONSULTANT shall be entitled to rely upon the accuracy and completeness of any such Project criteria, documents, and information that is requested by and provided to CONSULTANT. ENGenuity further acknowledges that CONSULTANT has no obligation to discover errors, omissions, or inconsistencies in the Project criteria, documents, and information that is pertinent to the performance of CONSULTANT's services and provided by ENGenuity; however, any errors, inconsistencies, or omissions discovered by CONSULTANT shall be reported promptly to ENGenuity.
- 3.2 ENGenuity shall provide written notice to CONSULTANT whenever ENGenuity observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's Scope of Services.

SECTION 4 – PAYMENTS TO CONSULTANT:

- 4.1 The maximum fee to be paid to CONSULTANT for services rendered pursuant to this Agreement for this Project is **\$18,000.00**. Any change to the scope of services or this maximum fee must be approved in writing in advance by ENGenuity.
- 4.2 CONSULTANT shall submit monthly statements or invoices for the professional services rendered pursuant to Attachment A and for pre-approved reimbursable expenses incurred, if any, in connection with this Project. When compensation is based upon lump sum, or fixed fee, the statements will be based upon CONSULTANT's estimate of the proportion of total services actually completed at the time of billing with the understanding that reimbursable expenses are included in the lump sum price.
- 4.3 ENGenuity shall bill Project Owner/Prime Consultant monthly on account of (or at the completion of) CONSULTANT's Services and shall pay CONSULTANT not more than fourteen (14) days from the date that ENGenuity receives payment from the Project Owner/Prime Consultant on account thereof for that portion of the Services for which CONSULTANT is seeking payment. It is intended that payments to CONSULTANT will be made after ENGenuity is paid by the Project Owner/Prime Consultant. ENGenuity shall exert reasonable and diligent efforts to collect payment of monthly invoices from Project Owner when due. It is understood and agreed that payment from the Owner/Prime Consultant to

ENGenuity for that portion of the Services for which the CONSULTANT is seeking payment, is a condition precedent for payment to the CONSULTANT by ENGenuity, except when non-payment by the Project Owner results solely from ENGenuity's performance or non-performance hereunder. CONSULTANT expressly acknowledges and agrees to assume the risk of non-payment by the Project Owner/Prime Consultant.

- 4.4 If included in CONSULTANT'S Proposal, and approved by ENGenuity, Project Owner shall pay CONSULTANT the actual cost of Reimbursable Expenses incurred by the CONSULTANT in connection with its Scope of Services. Any expense or reimbursable must be approved in writing in advance by ENGenuity.
- 4.5 CONSULTANT must submit proper Insurance Certificates and IRS Form W-9 before any payment will be made by ENGenuity under this Agreement.

SECTION 5 – MISCELLANEOUS PROVISIONS:

- 5.1 **INDEMNIFICATION.** CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGenuity, the Project Owner, and their respective officers, directors, and employees from and against any judgment and all losses, damages, liabilities, expenses and demands (including reasonable attorney fees and costs) arising out, resulting from or relating to any negligent act, error or omission of the CONSULTANT, its officers, agents, or employees, in the performance of the professional services under this Agreement. The CONSULTANT is not obligated to indemnify or defend ENGenuity for ENGenuity's own negligence
- 5.2 **INSURANCE.** CONSULTANT shall procure and maintain at its own expense insurance of the kinds and in amounts as set forth in **EXHIBIT I** attached hereto. Before commencing services, the CONSULTANT shall furnish, to ENGenuity, certificates showing compliance with these requirements, naming ENGenuity and the Owner as additional insureds as required in **EXHIBIT I** and shall not cancel or non-renew any such insurance coverage without thirty (30) days prior written notice to ENGenuity and ten (10) days' prior written notice if cancellation is due to non-payment of premium. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the CONSULTANT's obligations assumed in this Agreement and shall not be construed to relieve the CONSULTANT from any liability in excess of such coverage, nor shall it preclude ENGenuity from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The insurance coverage provided under this Agreement (with the exception of Worker's Compensation / Employer's Liability and Professional Liability) shall be primary and non-contributory.

This Section of this Agreement shall survive termination, expiration or completion of the performance of the other terms of this Agreement. If CONSULTANT fails to provide an insurance certificate establishing compliance with this provision, Consultant and/or the Project Owner may void this Agreement without penalty.

- 5.3 **FORCE MAJEURE.** ENGenuity is not responsible for delays caused by factors beyond ENGenuity's reasonable control, including but not limited to delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Project Owner to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the CONSULTANT or contractor at any level.
- 5.4 **CONSEQUENTIAL DAMAGES.** CONSEQUENTIAL DAMAGES. In no event shall ENGenuity be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by CONSULTANT under this Agreement.

- 5.5 SUCCESSORS AND ASSIGNS.** ENGenuity and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of ENGenuity, nor shall it be construed as giving any rights or benefits hereunder to anyone other than ENGenuity or CONSULTANT. CONSULTANT shall not assign, transfer, subcontract or delegate its rights, duties or obligations under this Agreement without the written consent of ENGenuity.
- 5.6 GOVERNING LAW.** This Agreement will be governed by and construed and enforced in accordance with the substantive laws of the State of New Jersey, validity of this Agreement, its interpretation and performance, without regard to the provisions governing conflicts of laws. The parties irrevocably agree that venue and jurisdiction shall be in the state courts of Monmouth County of the State of New Jersey.
- 5.7 SURVIVAL.** All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- 5.8 ENTIRE AGREEMENT.** This Agreement [consisting of the CONSULTANT's Proposal/Scope of Services and the terms and conditions of this Agreement] comprise the final and complete agreement between the CONSULTANT and ENGenuity. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and executed by both parties.
- 5.9 WAIVER.** The failure of a party to assert a right hereunder or to insist upon compliance with any term, condition or obligation of this Agreement shall not constitute an express or implied waiver of that right or excuse a similar subsequent failure to perform any such term, condition or obligation of the same or of a different nature.
- 5.10 ATTACHMENTS.** The following Exhibits and Attachments are incorporated herein by reference and form an integral part of this Agreement:

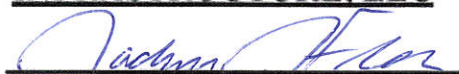
Attachment A –MEMO

**EXHIBIT I – CONSULTANT INSURANCE
REQUIREMENTS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and agree to be bound by the terms and conditions stated herein, as of the day and year first written above.

ENGENUITY
INFRASTRUCTURE, LLC

By:

Name: Jaclyn J. Flor, PE, PP, CMETitle: President, Chief Executive Officer

Date:

3/2/2020

M Studio

By:

Name: Jenna ZilincarTitle: Founder, Chief Creative Officer

Date:

3/2/20

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

EXHIBIT I**MINIMUM INSURANCE REQUIREMENTS**

1. Coverage and minimum limits:

A. Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Property Damage Liability is included within the Commercial General Liability limits

B. Commercial Automobile Liability (*Including non-owned and hired*)

Combined Single Limit	\$1,000,000
<i>(Consultant does not have any owned vehicles but carries \$1,000,000 hired and non-owned auto liability coverage.)</i>	

C. Excess Liability – Follow Form

Each Occurrence and General Aggregate	\$4,000,000	(See Note 3)
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D. Worker's Compensation and Employer's Liability

Worker's Compensation:	As required by Law
Employer's Liability	\$1,000,000 Bodily Injury By Accident – Each Accident / \$1,000,000 Bodily Injury By Disease / \$1,000,000 Bodily Injury By Disease Policy Limit

E. Professional Liability and Pollution Liability

Per Claim and Annual Aggregate	\$2,000,000
--------------------------------	-------------

2. Coverage shall be maintained for three (3) years after substantial completion of the Project provided coverage is commercially available at reasonable rates. The Consultant shall not begin services until evidence of insurance is provided to ENGenuity.
3. Total minimum coverage limit for Commercial General Liability and Auto, including Excess Liability coverage, is \$6,000,000 million per occurrence. This can be met by any combination of underlying and excess coverage.
4. ENGenuity and the Project Owner shall be named Additional Insureds for A, B, and C above.
5. If ENGenuity requests, Consultant shall provide copies of policies for review.

ATTACHMENT A

M Studio Proposal



FEBRUARY 20, 2020

AGENCY BACKGROUND

SHAPING BRANDS / DRIVING INFLUENCE / EFFECTING CHANGE

M studio creates purpose-driven strategy, branding and communications programs for world-wide audiences. Our team unites intelligence and beauty, brains and brawn, to craft and position a brand for success. We take what matters to a market - what resonates with their core - and then we create compelling narratives that shape perceptions and compel action. M studio transforms outcomes into opportunities for true growth, giving clients the chance to be seen with new eyes, to cultivate the next generation, to know no boundaries.

The M studio team shares this philosophy for strategy and creative vision with clients from our Asbury Park, New Jersey headquarters. Led by founder and Creative Director Jenna Zilincar and Communications Director Shannon Furey, M studio evolved since its founding in 2004 to propel clients to prominence in the digital landscape. Our agency is sought-after for its ability to marry identity-building creative concepts with data-driven analysis. This methodology is rooted in our belief in the power of cross-platform storytelling.

M studio's portfolio includes work with familiar brand names such as Whole Foods Market, Target, Cooper Spirits, Apple Pay, Liquitex and Shell Oil. The M studio team has successfully managed these accounts, in addition to other large-scale campaigns, through our panoptic This approach, focusing on strategy development and positioning, brand building, digital experience, video production, social media, and public relations.

PROJECT TEAM

Below are the department heads who will be working closely with the Asbury Park/ENGenuity Infrastructure team throughout this collaboration in order to ensure needs are being met from the onset through the completion of each project within the determined scope of work.

JENNA ZILINCAR – Founder & Creative Director

Jenna's ability to transform traditional concepts into multidimensional, forward thinking results inspires the M studio team to continuously push the limits of concept and creativity. For nearly 15 years, Jenna's dedication to her clients and her business, combined with her attention to detail, have propelled M studio to produce result-driven work that evokes reactions, sparks consumer engagement and drives sales.

Since founding M studio in 2004, Jenna has developed in-store marketing, consumer engagement platforms and visual asset strategies that supported Target's launch of Opelhouse removable wallpaper, Pennzoil and Quaker State's instore consumer incentive program, and Whole Foods Market's internal educational assets. Jenna led the creative team with the relaunch of the popular footwear brand, Simple Shoes and oversaw the launch of the Liquitex and Winsor & Newton Ambassador program which received two Telly awards for outstanding video production and direction.

Jenna delivers results by consistently providing clients with innovative, thought-provoking campaign concepts supported by digital marketing strategies that include the creation of visual storytelling assets that support clients long and short term goals.

Prior to starting M studio, Jenna attended Maryland Institute College of Art, studying design innovation under industry leaders from Pentagram and the curator of contemporary design from Cooper Hewitt, Smithsonian Design Museum. She began her career working as a designer for Ogilvy & Mather and Baron & Baron in New York City, where she worked for clients such as Ian Schrager Hotels, Jaguar, Kate Spade, NARS and Nokia.

JOSH PIVNICK – Senior Creative Producer

As M studio's Senior Creative Producer Josh oversees the conception, development and management of all creative branding, marketing materials and digital properties. Josh combines his design background with a sharp intuition and innate understanding of clients' goals to implement specialized strategies and solutions. After researching a project's unique objectives, Josh develops cohesive branded experiences that breathe life into the client's vision and ignite audience engagement.

Since joining the M studio team in 2008, Josh has developed digital marketing campaigns and consumer engagement platforms for Simple Shoes, Winsor & Newton, and Liquitex. Josh also played an integral role in overseeing the execution of Whole Foods Market's digital and print advertising campaign.

EMMA-LOUISE WICH - Graphic & Digital Design Lead

With innovative skills designing for print and web, Emma-Louise ensures design activations are presented cohesively across all platforms. Emma-Louise will provide digital designs, in addition to supporting the creative team in developing all necessary design assets and printed collateral. Her eye for detail and exploratory approach to design lend a decisive yet unexpected aspect to each project she undertakes. Since joining the team in 2017, Emma-Louise has since helped to facilitate the relaunch and digital marketing campaign for First Atlantic Federal Credit Union, and Consolidated Bearings Company's digital and print advertising campaign.

RELEVANT PROJECTS & EXPERIENCE

THE CITY OF HOBOKEN

From 2014-2015, M studio worked with the City of Hoboken, NJ, to develop a comprehensive brand aesthetic and voice. The primary purpose of developing this brand was to establish a visual foundation for a cohesive, citywide wayfinding system. After holding a series of stakeholder interviews and community meetings, we gathered feedback from the community regarding their views on the city branding and wayfinding project and arrived at a brand system that speaks to the city's history while reflecting a modern yet timeless look and feel.

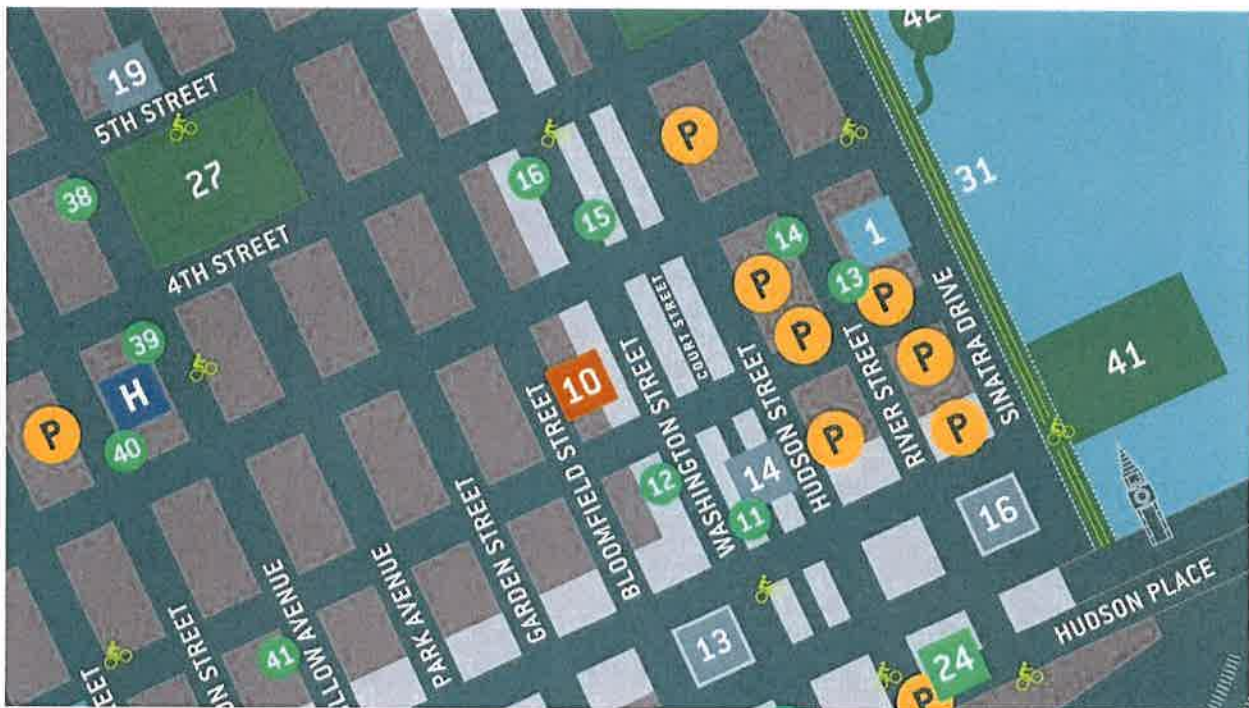
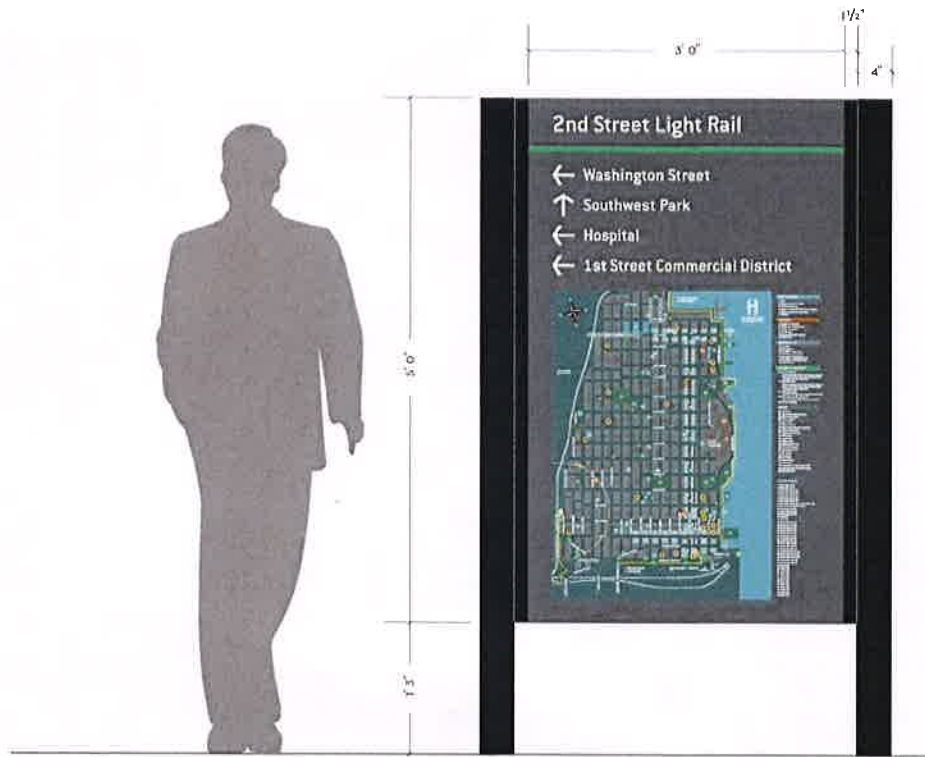
M studio's design team drew inspiration for the finalized brand from a well-recognized "H" adorning the pillars of the Hoboken railway station. Removing the original "H" from its ellipse and supporting the mark with a streamlined type treatment framed by parallel lines, we refined the original icon and added structural integrity to the design. Considering Hoboken's tight-knit community and the walkability of the city, we utilized the city's unofficial nickname "The Mile Square City" as a tagline, in order to heighten the personality of the brand and establish its voice.

In support of the resulting brand assets, we established a font family, color palette, and icon system. We then laid out detailed designs for vehicular and pedestrian street signs, walking maps, and kiosks. Following the completion of all branding and design assets, M studio

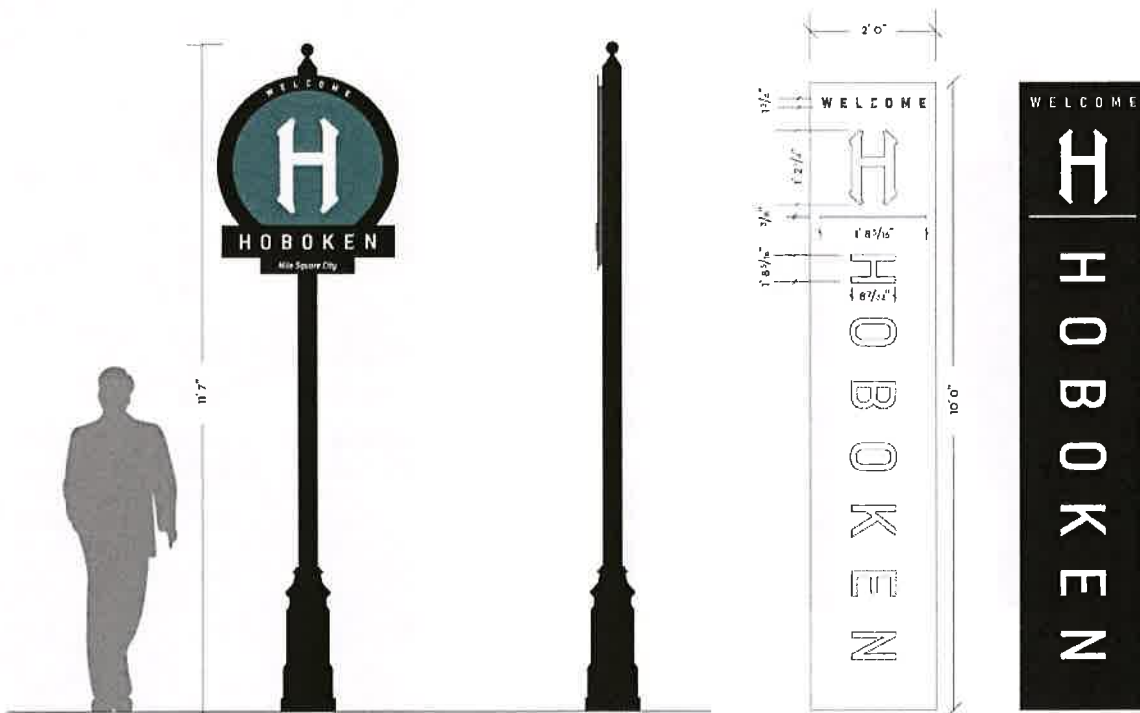
developed a brand standards manual to be referenced as a guide for maintaining brand continuity in further city branding and wayfinding efforts.

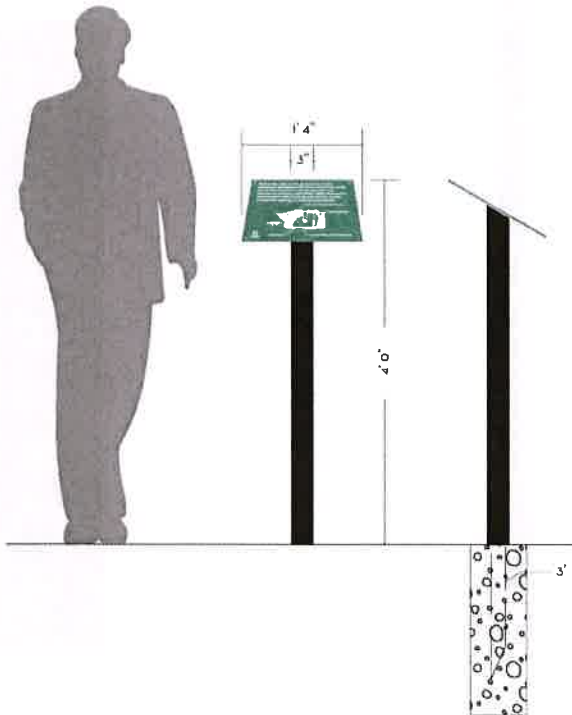




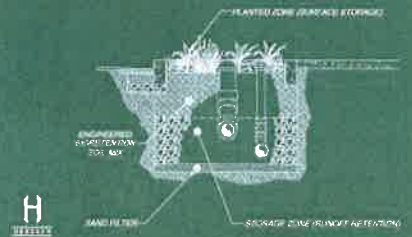


Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

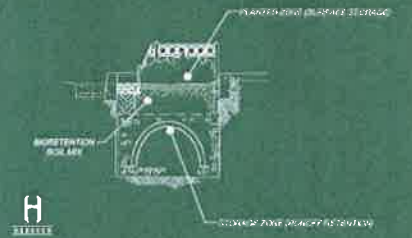




Bioretention cells, or rain gardens, are shallow landscaped depressions that utilize soil and both woody and herbaceous plants to remove pollutants and infiltrate stormwater runoff (USEPA, 1999). Bioretention cells consist of different zones that perform specific functions for treating and infiltrating stormwater.



Bioswales collect runoff from street and sidewalk areas and promote infiltration, capture and deep percolation of water. Typically, captured runoff will pass through the lower ground or be *evapotranspired* as vapor. Water in excess of this facility's storage capacity will exit through a curb cut or "flume".



CITY OF ASBURY PARK

During the initial phase of its revitalization, The City of Asbury Park called on the branding strategies and communications skills of M studio to create a marketing campaign that spotlighted the city's arts and entertainment scene along with its rich history, live-work opportunities, culinary resurgence, and re-developed boardwalk.

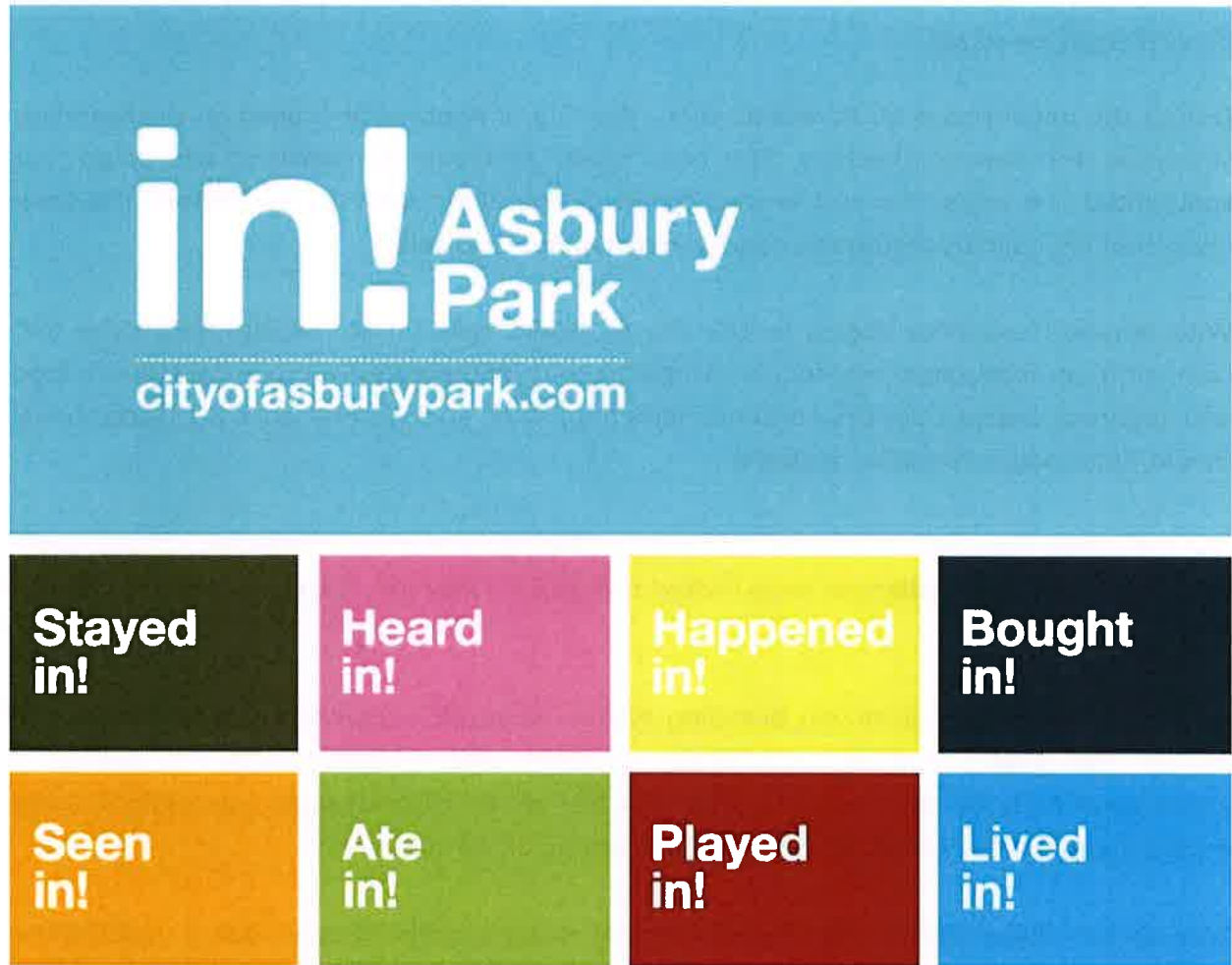
With behind-the-scenes access to the city M studio calls home, we developed the "in!" campaign, an integrated marketing campaign that incorporated a branding system, logo and taglines, website design, content marketing, print and web-based advertising, social media, and traditional public relations.

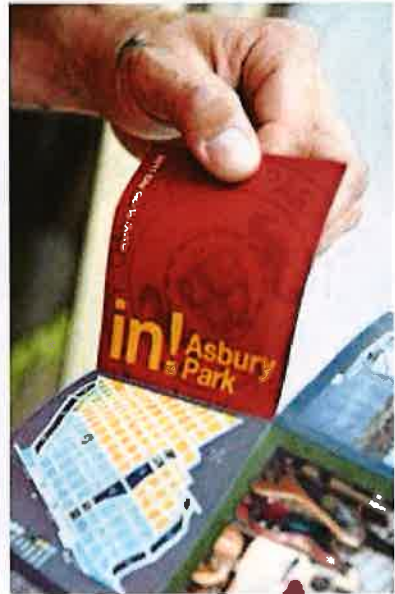
The "in!" campaign captured each of the city's offerings and drove marketing efforts across platforms. Targeted audiences were invited to "Eat in!", "Play in!", "Live in! Asbury Park", and more.

As part of the campaign-driven branding system, M studio's graphic designers developed annual city guides, branded marketing collateral, and advertisements, as well as a wallet-sized fold-out city map. The look and feel of the city's website was designed and developed to be consistent with the overall branding of the campaign.

To keep the city of Asbury Park top-of-mind, M studio's public relations team updated the media of news and events, organized FAM trips, and worked directly with the business community to promote the city's economic development. As part of these efforts, M studio's PR team helped promote the city of Asbury Park as a host destination for the Smithsonian Institute's traveling music exhibit, New Harmonies, earning it editorial coverage in the Associated Press, USA Today, The New York Times, and more. Similarly, media was garnered in travel and lifestyle publications including the in-flight magazine American Way.

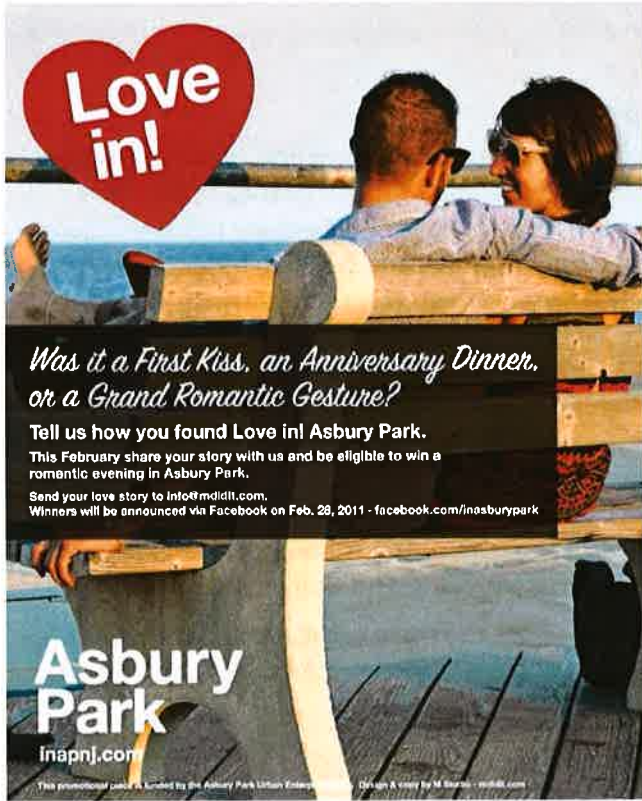
Branded messaging using the "in! Asbury Park" campaign was promoted across social media platforms including the city's Facebook and Twitter accounts. Strategies to build an audience and increase engagement included a summer beach-badge promotion and Valentine's Day Getaway contest that contributed to the growth of the city's database of loyal followers.





A.P. Music Heritage Timeline:





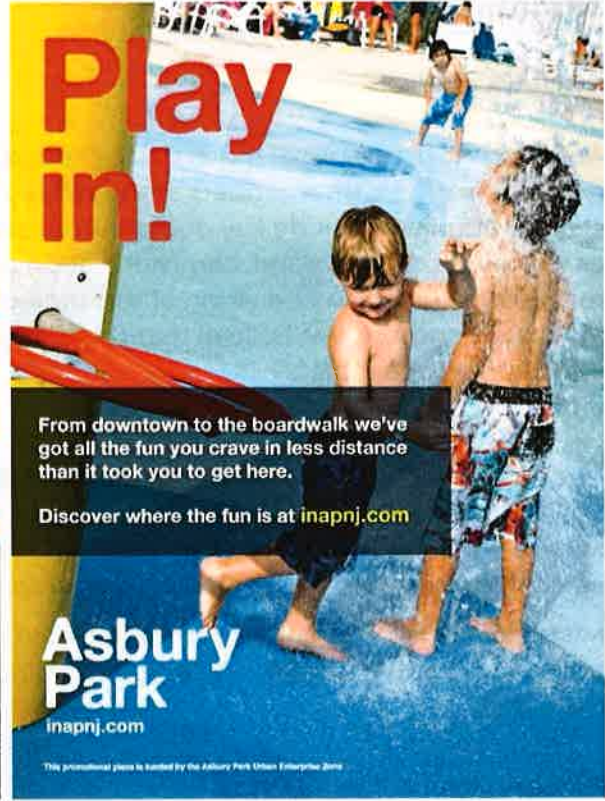
Love in!

Was it a First Kiss, an Anniversary Dinner, or a Grand Romantic Gesture?

Tell us how you found Love in! Asbury Park.
This February share your story with us and be eligible to win a romantic evening in Asbury Park.
Send your love story to info@mdidl.com.
Winners will be announced via Facebook on Feb. 28, 2011 - [facebook.com/inasburypark](https://www.facebook.com/inasburypark)

Asbury Park
inapnj.com

This promotional piece is funded by the Asbury Park Urban Enterprise Zone. Design & copy by M Studio - midlife.com



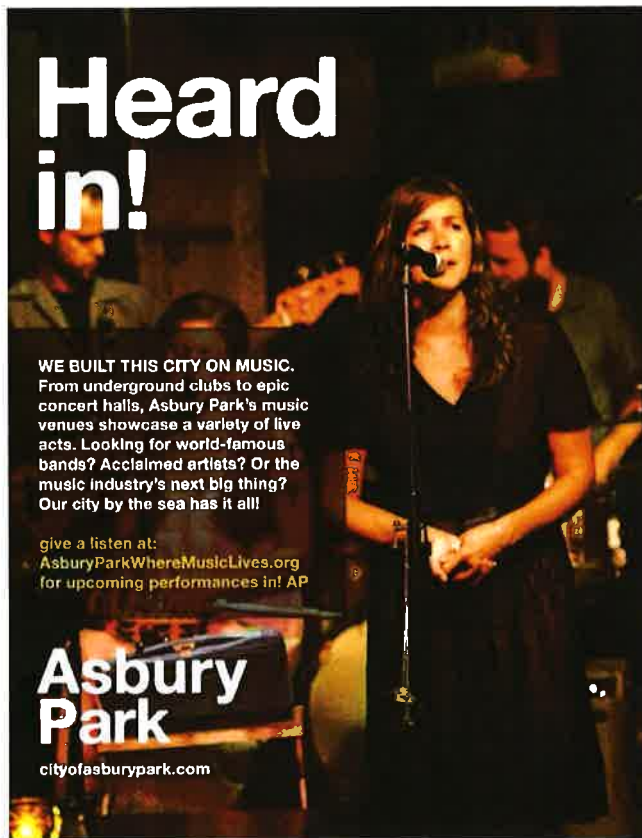
Play in!

From downtown to the boardwalk we've got all the fun you crave in less distance than it took you to get here.

Discover where the fun is at inapnj.com

Asbury Park
inapnj.com

This promotional piece is funded by the Asbury Park Urban Enterprise Zone

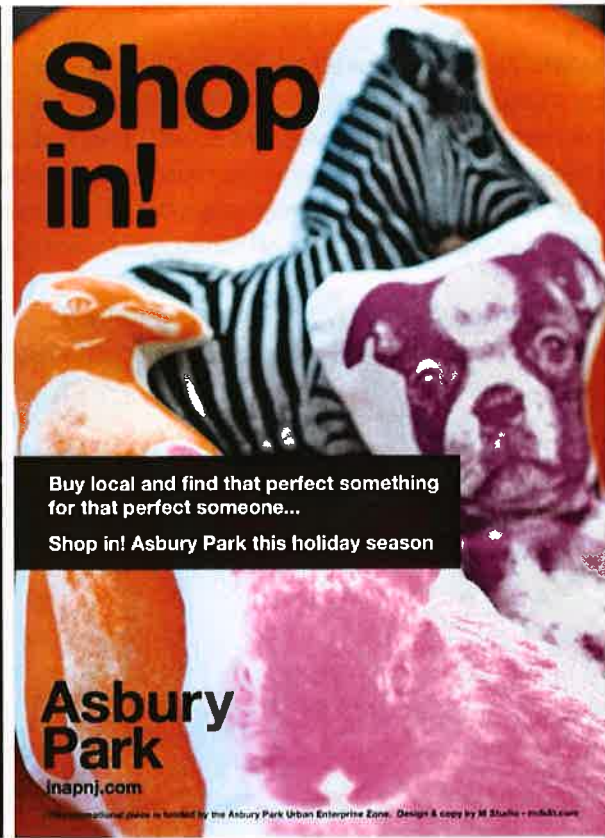


Heard in!

WE BUILT THIS CITY ON MUSIC.
From underground clubs to epic concert halls, Asbury Park's music venues showcase a variety of live acts. Looking for world-famous bands? Acclaimed artists? Or the music industry's next big thing? Our city by the sea has it all!

give a listen at:
AsburyParkWhereMusicLives.org
for upcoming performances in! AP

Asbury Park
cityofasburypark.com



Shop in!

Buy local and find that perfect something for that perfect someone...

Shop in! Asbury Park this holiday season

Asbury Park
inapnj.com

This promotional piece is funded by the Asbury Park Urban Enterprise Zone. Design & copy by M Studio - midlife.com

APPROACH

COLLABORATION

At the onset of this project, and throughout, M studio will hold an open line of collaborative communication with members of the Asbury Park / ENGenuity Infrastructure team. This collaboration will include key decision-makers from Asbury Park / ENGenuity Infrastructure as well as M studio's brand, communication and design specialists working to align both teams to the mission and vision of this project, thus laying forth the best pathway to innovative success. We believe that the best projects are built through participation from both sides of the table.

PROJECT MANAGEMENT & COMMUNICATIONS

M studio will provide Asbury Park / ENGenuity Infrastructure with creative specialists as well as a senior producer and project manager to coordinate weekly and daily tasks.

M studio will maintain open communication with the Asbury Park / ENGenuity Infrastructure team via email, telephone, in-person meetings and Trello & Slack platforms, as preferred by the client.

ACCOUNT MANAGEMENT

M studio will oversee specific actions in support of the day-to-day design initiatives outlined by M studio on Asbury Park / ENGenuity Infrastructure's behalf. This includes ongoing correspondence between M studio and Asbury Park / ENGenuity Infrastructure teams to present work, correspond on deadlines, review approval processes, and address client needs. Our account management support will encompass research and development, concept and creative development, and execution strategy development.

In order to effectively and authentically design graphic wayfinding elements for the City Of Asbury Park's parking structure M studio recommends the following services:

INITIAL ENGAGEMENT

Based on the initial scope of work discussed in relation to this project, M studio will provide:

COMMUNICATIONS

Based on the initial scope of work M studio is prepared to engage with the Asbury Park / ENGenuity Infrastructure team in order to facilitate the best outcome and results of the Wayfinding design project. Communication on behalf of the project include:

- Up to three in-person, on-location meetings in Asbury Park, NJ, lasting up to 1 hours per session
- One focus group session held in Asbury Park, NJ, lasting up to two hours
- Ongoing email and telephone correspondence
- Meeting notes based on graphic design components provided to AsburyPark/ENGenuity Infrastructure upon request
- Project management on the graphic design-related project scope
- Production correspondence to assure accurate outcomes during install

BRANDING

M studio will craft a brand story concept and community branding report based on research, historical references, and community-based feedback collected during the community research and focus group session.

M studio will present up to two(2) concept-driven brand stories with accompanying logos. These brand stories will incorporate a community considering local history and culture, the natural environment, community attributes, and local landmarks, architecture, landscape(s), and infrastructure.

M studio will accept up to three(3) rounds of revisions in order to finalize the brand story and logo.

Once the logo is determined, *M studio* will develop brand standard guidelines that will act as the road map for further city branding and wayfinding systems.

These guidelines will outline accepted comprehensive brand elements, including:

- Logo usage
- Icons, symbols, images
- Color palette
- Fonts / Type treatments

WAYFINDING DESIGN: PEDESTRIAN AND VEHICULAR

Once the brand standards are finalized, M studio will then begin to develop site-specific to scale design implementations for the wayfinding signage throughout the designated areas in Asbury Park.

Following the site survey performed by ENGenuity Infrastructure M studio will work with Asbury Park / ENGenuity Infrastructure to study findings of determined locations and opportunities and proceed with design ideation. Based on these findings M studio will develop and design up to two(2) graphic solutions for the following wayfinding opportunities:

- Directional Blades
- Kiosks
- Gateway

M studio will present up to two(2) directions and accept up to three(3) revisions for each of the above-proposed wayfinding elements. Once all designs are finalized, M studio will provide Asbury Park / ENGenuity Infrastructure with the completed designs and specifications in all necessary file formats.

PROJECT TIMELINE

M studio will work in conjunction with Asbury Park / ENGenuity Infrastructure's project timeline in order to meet projected goals and benchmarks defined by ENGenuity Infrastructure and the city of Asbury Park.

PRICING

Based on the assessed needs of Asbury Park, *M studio* recommends the courses of action below.

COMMUNICATIONS
BRANDING
WAYFINDING DESIGN

TOTAL PROJECT BUDGET - \$18,000

If any services are requested beyond the scope of work outlined in this proposal, M studio will provide associated costs for approval prior to any work being executed. Price above does not include third party software or subscription fees, print, stock photography, print production fees, mailing fees, or travel.

ANTICIPATED EXPENSES BILLED OUTSIDE THE PROJECT FEE

Printing & Production
Stock Photography
Font Licensing
Additional Graphic Design Support

Any additional changes requested beyond the project scope set forth above will be billed at a rate of \$125 per hour.

NEXT STEPS

Depending on the direction in which Asbury Park / ENGenuity Infrastructure wishes to move forward, M studio will draft a formal contract.



CERTIFICATE OF LIABILITY INSURANCE

3.H.5.b

DATE (MM/DD/YYYY)
12/06/2019

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 E & K INSURANCE GROUP/PHS 13651702 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:															
INSURED M STUDIO LLC 101 N FELTUS ST SOUTH AMBOY NJ 08879		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Hartford Insurance Company of the Midwest	37478	INSURER B : Sentinel Insurance Company Ltd.	11000	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			13 SBA ZR4866	05/11/2019	05/11/2020	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13 WEC ZN4374	01/04/2020	01/04/2021	PER STATUTE ☒ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			13 SBA ZR4866	05/11/2019	05/11/2020	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

*as of 3/2/2020

**ENGenuity Infrastructure
OPEN PROJECT LIST**

CLIENT	PROJECT	CONTRACT TYPE	CONTRACT AMOUNT	START DATE
1228 Realty LLC	BMLR-00020 - Howell Office Plaza, 1228 NJSH Route 9	HNTE	\$24,678.95	4/9/2018
American Opportunity Zone Fund	DIAM-00020 - Bridge and Oakland	HNTE	\$24,175.00	11/15/2019
American Opportunity Zone Fund	DIAM-00020 - Additional work for Drainage Design	HOURLY	\$0.00	2/25/2020
American Real Estate Opportunity Fund, LLC	DIAM-00010 - Planning Board Meeting Attendance, Prep, and Exhibits	HNTE	\$3,500.00	3/25/2019
American Real Estate Opportunity Fund, LLC	DIAM-00011 - Shrewsbury & Drs. Parker - Amendment 2	HNTE	\$14,490.00	1/16/2020
American Real Estate Opportunity Fund, LLC	DIAM-00011 - Extra Work For Drainage & Design	HOURLY	\$0.00	2/24/2020
Ayman Garas	GARA-00010 - 770 Buckingham, Perth Amboy	HNTE	\$8,000.00	12/11/2019
Bernadette DeBrino	DEBR-00010 - DEBR-00010 - DeBrino Lot Subdivision	HNTE	\$8,150.00	10/7/2019
Borough of Chatham	CHAT-00010 - 2019 Capital Road Improvements	HNTE	\$19,200.00	8/6/2019
Borough of Chatham	CHAT-00010 - Bid Opening Preparation and Assistance	HOURLY	\$0.00	2/19/2020
CDM Smith	HOBK-00011 - Hoboken Water Infrastructure Upgrades Phase I - CA&I	HNTE	\$94,400.00	2/20/2019
City of Hoboken	HOBK-00100 - 2018 NJDOT Municipal Aid Project	HNTE	\$154,210.00	6/11/2019
City of Hoboken	HOBK-00110 - Milling & Paving of Various Streets	HNTE	\$154,210.00	6/11/2019
Hoboken South Waterfront Board	HOBK-00061 - CA&I	HNTE	\$58,400.00	10/28/2019
Mountainview Villas LLC	MUHL-00010 - 2-4 Mountainview Way	HNTE	\$4,740.00	1/22/2020
Ninety-eight (98), LLC	NINE-00010 - 314 Highway 34, Block 11232, Lot 7, Old Bridge, NJ	HOURLY	\$5,500.00	7/2/2018
Partner Engineering & Science, Inc.	PESI-00010 - PESI-00010 Partner Staffing	HOURLY	\$0.00	2/3/2020
Richard Mirra	MIRR-00011 - 34-36 Highland Avenue, Borough of Keansburg	HNTE	\$5,000.00	11/11/2019
Settembrino Architects	SETT-00090 - Construction Phase	FIXED	\$2,500.00	10/1/2018
William Sepe	SEPE-00010 - 33 Union	HNTE	\$24,185.00	7/17/2018
William Sepe	SEPE-00020 - 33-44 Broad Street	HNTE	\$24,250.00	7/17/2018
William Sepe	SEPE-00020 - Broad Response Letter and Resubmittal	HNTE	\$1,500.00	2/19/2020
William Sepe	SEPE-00020 - Revised Drainage Report per Comment Letters	HNTE	\$3,000.00	2/19/2020
William Sepe	SEPE-00030 - 11 Pearce Avenue, B 64, L 2 & 3	HNTE	\$14,025.00	3/25/2019

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

3. Qualifications and Services

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

1. EXECUTIVE SUMMARY

SHAPING BRANDS / DRIVING INFLUENCE / EFFECTING CHANGE

ENGenuity Infrastructure is a full-service engineering, planning, and environmental consulting firm focused on building thriving communities through integrated design and place-making. ENGenuity has teamed with Asbury Park based **M Studio**. M studio creates purpose-driven strategy, branding and communications programs for world-wide audiences. Our team unites intelligence and beauty, brains and brawn, to craft and position a brand for success. We take what matters to a market - what resonates with their core - and then we create compelling narratives that shape perceptions and compel action. M studio transforms outcomes into opportunities for true growth, giving clients the chance to be seen with new eyes, to cultivate the next generation, to know no boundaries.

The M studio team shares this philosophy for strategy and creative vision with the City of Asbury Park. Led by founder and Creative Director Jenna Zilincar and Communications Director Shannon Furey, M studio evolved since its founding in 2004 to propel clients to prominence in the digital landscape. Our agency is sought-after for its ability to marry identity-building creative concepts with data-driven analysis. This methodology is rooted in our belief in the power of cross-platform storytelling.

M studio's portfolio includes work with familiar brand names such as Whole Foods Market, Target, Cooper Spirits, Apple Pay, Liquitex and Shell Oil. The M studio team has successfully managed these accounts, in addition to other large-scale campaigns, through our panoptic This approach, focusing on strategy development and positioning, brand building, digital experience, video production, social media, and public relations.

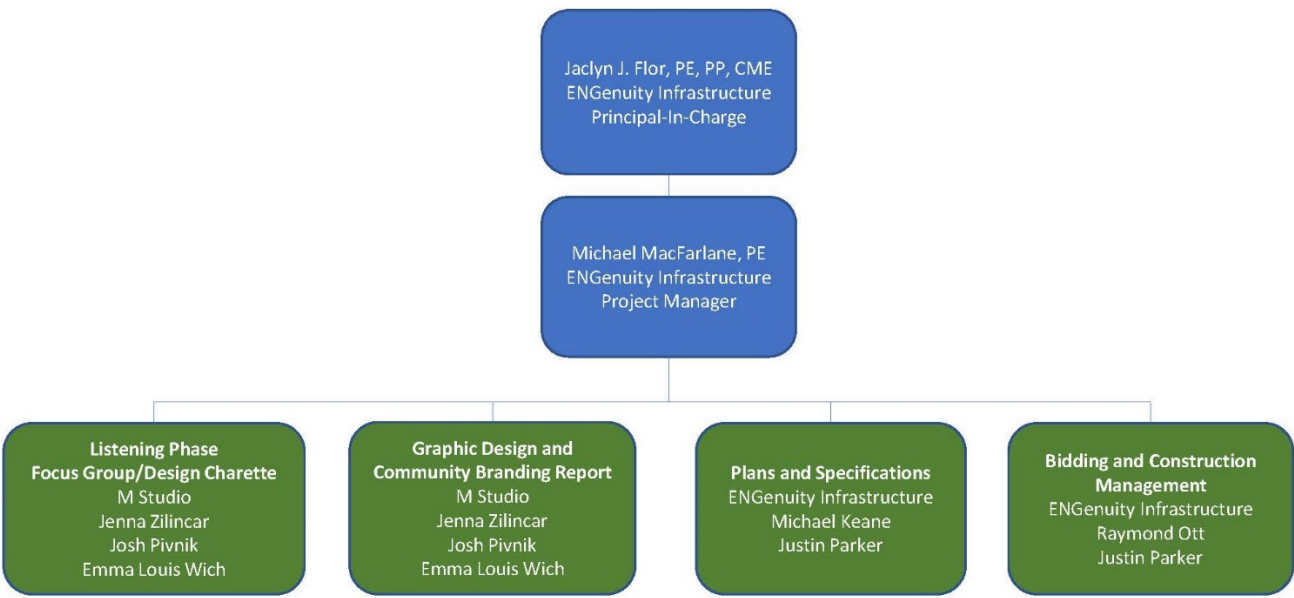
ENGenuity's President, Jaclyn J Flor, PE, PP, CME, and M Studio have worked on a similar scope for the Citywide Branding and Wayfinding program for the City of Hoboken. Many of the signage that was depicted in the City of Asbury Parks Draft Signage Plan were examples from this project in Hoboken. What differentiates the ENGenuity and M Studio Team is that both Teams share our commitment to a robust Listening Phase in our projects. Our Outreach strategy focuses on gathering feedback from the residents, businesses, and environmental advocacy groups. We build on outreach to inform our designs so that they are well tested and planned with the support of communities.

For this project we offer the strong leadership of Jaclyn Flor, PE, PP, CME, President and CEO of ENGenuity Infrastructure, and Jenna Zilincar, President of M Studio. Plus a strong Project Manager, Mike MacFarlane, PE, supported by a team of graphic designers, civil designers, and construction inspectors. Both ENGenuity and M Studio are woman owned, and M Studio is Asbury Park based. We believe we have assembled the right team to deliver Asbury Park's Vision for the Design and Construction Administration and Inspection Services for the Citywide Wayfinding Program within the Transit Village Area of the City of Asbury Park.

2. DESIGN/CONSTRUCTION MANAGEMENT CREDENTIALS

- a. The ENGenuity/M Studio Team has all credentials to comply with the qualifications to perform this project. ENGenuity has licensed Engineers and Planners, licensed in New Jersey to perform the work. M Studio has graphic designers versed in branding and wayfinding signage.
- b. Project Team Organization

PROJECT TEAM ORGANIZATIONAL CHART



KEY TEAM MEMBERS

Below are the Key Team Members that will be assigned to this project (See Appendices for Resumes):

JACLYN J. FLOR, PE, PP, CME – President and CEO, ENGenuity Infrastructure
Principal-In-Charge

Jaclyn J. Flor is a Licensed Professional Engineer in NJ, NY, and PA, a Licensed Professional Planner in NJ, and a Certified Municipal Engineer in NJ. Ms. Flor began her career as a Coastal Engineer and then evolved into the Public Sector as a Consulting Engineer and Planner for a multitude of Counties, Municipalities, State, and Agencies. She has extensive experience assisting communities with long-range community visioning, and designing and executing community projects which include a robust Listening Phase. Ms. Flor has more than 20 years of experience designing, and managing the construction of a multitude of public projects. Ms. Flor was the Principal-in-Charge for the City of Hoboken Branding and Citywide Wayfinding Project.

In June of 2016 she founded ENGenuity Infrastructure. She has been published by ASCE for her work in the Recovery of the NJ Shore after Hurricane Sandy. She has lectured at numerous colleges including Rutgers University, NJ, on the Infrastructure damage from Hurricane Sandy; several times at Columbia University, NYC, on Building Sustainable Cities; the ASCE Infrastructure Seminar at NYU on the Impacts of Sandy to NJ Infrastructure; and at Stevens University on Washington Street Redesign in the City of Hoboken. She also routinely speaks on panels at conferences. Recent presentations have included workshops on the Integration of Transportation Planning and Land Use Planning, Brownfield Redevelopment, Green

Infrastructure, and Storm Preparedness. Ms. Flor has vast experience in the Public Sector, she has served as an Engineering Consultant to the City of Jersey City, Jersey City Redevelopment Agency, City of Hoboken, Hudson County, Bergen County, Somerset County, Red Bank Borough, Red Bank River Center, Matawan Borough, South Plainfield Zoning Boards, Highlands Borough Boards, Monmouth Beach Borough and Boards, Manalapan Township Boards, Neptune Township, Sea Bright Borough, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, City of Orange, Borough of Chatham, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP; Sea Bright, NJ; City of Key West, FL; Panama City Beach, FL; Estero Island in Fort Myers, FL; and Fire Island, NY.

MICHAEL MACFARLANE, PE – Senior Staff Engineer, ENGenuity Infrastructure Project Manager

Mr. MacFarlane is an experienced Senior Staff Engineer providing technical support, design expertise, urban design, and inspection coverage for various capital improvement projects including reconstruction of Municipal Roadways, Wayfinding Programs, Parks and Recreational Facilities, Stormwater and Flood Mitigation, and ADA compliant pedestrian facilities. Additionally, he aids in the Construction Phase on Payment Certifications, and in Grant Reimbursements from NJDOT. Prior to joining ENGenuity, Mr. MacFarlane worked for a contractor where he developed a strong knowledge of analyzing plans, conducting quantity takeoffs for milling, paving, drainage, earthwork, striping, signage, and concrete structures, and has solicited subcontractors, organized quotes, and help prepare and record bid packages. Mr. MacFarlane is well versed at preparing applications for Local Aid, Community Development Block Grants, Soil Erosion and Sediment Control, and NJDOT Access Permits. He is also a knowledgeable field engineer, often covering inspections to ensure compliance of projects with plans and local ordinances.

JENNA ZILINCAR – Founder & Creative Director, M Studio Task Manager-Graphic Design and Branding

Jenna's ability to transform traditional concepts into multidimensional, forward thinking results inspires the M studio team to continuously push the limits of concept and creativity. For nearly 15 years, Jenna's dedication to her clients and her business, combined with her attention to detail, have propelled M studio to produce result-driven work that evokes reactions, sparks consumer engagement and drives sales. Since founding M studio in 2004, Jenna has developed in-store marketing, consumer engagement platforms and visual asset strategies that supported Target's launch of Opelhouse removable wallpaper, Pennzoil and Quaker State's instore consumer incentive program, and Whole Foods Market's internal educational assets. Jenna led the creative team with the relaunch of the popular footwear brand, Simple Shoes and oversaw the launch of the Liquitex and Winsor & Newton Ambassador program which received two Telly awards for outstanding video production and direction.

Jenna delivers results by consistently providing clients with innovative, thought-provoking campaign concepts supported by digital marketing strategies that include the creation of visual storytelling assets that support clients long and short-term goals. Prior to starting M studio, Jenna attended Maryland Institute College of Art, studying design innovation under industry leaders from Pentagram and the curator of contemporary design from Cooper Hewitt, Smithsonian Design Museum. She began her career working as a designer for Ogilvy & Mather and Baron & Baron in New York City, where she worked for clients such as Ian

Schrager Hotels, Jaguar, Kate Spade, NARS and Nokia.

JOSH PIVNICK – Senior Creative Producer, M Studio

As M studio's Senior Creative Producer Josh oversees the conception, development and management of all creative branding, marketing materials and digital properties. Josh combines his design background with a sharp intuition and innate understanding of clients' goals to implement specialized strategies and solutions. After researching a project's unique objectives, Josh develops cohesive branded experiences that breathe life into the client's vision and ignite audience engagement. Since joining the M studio team in 2008, Josh has developed digital marketing campaigns and consumer engagement platforms for Simple Shoes, Winsor & Newton, and Liquitex. Josh also played an integral role in overseeing the execution of Whole Foods Market's digital and print advertising campaign.

EMMA-LOUISE WICH - Graphic & Digital Design Lead, M Studio

With innovative skills designing for print and web, Emma-Louise ensures design activations are presented cohesively across all platforms. Emma-Louise will provide digital designs, in addition to supporting the creative team in developing all necessary design assets and printed collateral. Her eye for detail and exploratory approach to design lend a decisive yet unexpected aspect to each project she undertakes. Since joining the team in 2017, Emma-Louise has since helped to facilitate the relaunch and digital marketing campaign for First Atlantic Federal Credit Union, and Consolidated Bearings Company's digital and print advertising campaign.

MICHAEL KEANE – Civil Designer I, ENGenuity Infrastructure

Mr. Keane is a Civil Designer specializing in civil design, grading, and utility layouts. Mr. Keane is versed in both public and private sector civil design projects. Most recently he was a Civil Designer for the English Plaza & White Street Streetscape, for the Red Bank RiverCenter and Borough of Red Bank. The project focused on transforming a streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

JUSTIN PARKER – Civil Designer I, Field Inspector I, ENGenuity Infrastructure

Mr. Parker is a Civil Designer specializing in civil design, grading, and utility layouts. Most recently Mr. Parker provided inspection services for the English Plaza & White Street Streetscape, for the Red Bank RiverCenter and Borough of Red Bank. The inspection included interaction with businesses and residents.

RAYMOND OTT – Lead Construction Field Inspector, ENGenuity Infrastructure

Mr. Ott is a construction inspector, civil designer, survey crew chief, unmanned aerial vehicle (UAV) pilot, and expert CAD technician. Mr. Ott has over 25 years of experience in the engineering, construction, environmental, GIS, and estimating fields. He has a broad knowledge of computers and various software, with over 30 certifications in GIS and AutoCAD from Rutgers and other institutions, including certification as a GIS Technician. In addition to his technical expertise in CAD and GIS systems, Mr. Ott has extensive field experience as both a land survey crew chief and UAV pilot responsible for site investigation. Most recently Mr. Ott has provided inspection services for multiple Hoboken Watermain Projects, Mill and Overlay Projects, Waterfront Walkway Project, and the Red Bank Streetscape Project.

- c. **Approach to local participation and M/WBE participation:** ENGenuity Infrastructure is 100% Woman Owned, Jaclyn J. Flor, PE, PP, CME is the sole owner. M Studio is 100% Woman Owned, Jenna Zilincar is 97% Owner. Both firms are local, ENGenuity is located in Red Bank, NJ, and M Studio is located in Asbury Park.
- d. **Provide a list of two (2) to five (5) projects completed within the last five (5) years of similar type and relevance.** See projects below:

PROJECT #1: BRANDING AND CITYWIDE WAYFINDING, THE CITY OF HOBOKEN

From 2014-2015, M studio worked with the City of Hoboken, NJ, to develop a comprehensive brand aesthetic and voice. Jaclyn J. Flor, PE, PP, CME (President and CE, ENGenuity), was a Vice President and Group Manager at T&M at the time and was the Principal in Charge for the Project. The primary purpose of developing this brand was to establish a visual foundation for a cohesive, citywide wayfinding system. After holding a series of stakeholder interviews and community meetings, we gathered feedback from the community regarding their views on the city branding and wayfinding project and arrived at a brand system that speaks to the city's history while reflecting a modern yet timeless look and feel.

M studio's design team drew inspiration for the finalized brand from a well-recognized "H" adorning the pillars of the Hoboken railway station. Removing the original "H" from its ellipse and supporting the mark with a streamlined type treatment framed by parallel lines, we refined the original icon and added structural integrity to the design. Considering Hoboken's tight-knit community and the walkability of the city, we utilized the city's unofficial nickname "The Mile Square City" as a tagline, in order to heighten the personality of the brand and establish its voice.

In support of the resulting brand assets, we established a font family, color palette, and icon system. We then laid out detailed designs for vehicular and pedestrian street signs, walking maps, and kiosks. Following the completion of all branding and design assets, M studio developed a brand standards manual to be referenced as a guide for maintaining brand continuity in further city branding and wayfinding efforts.

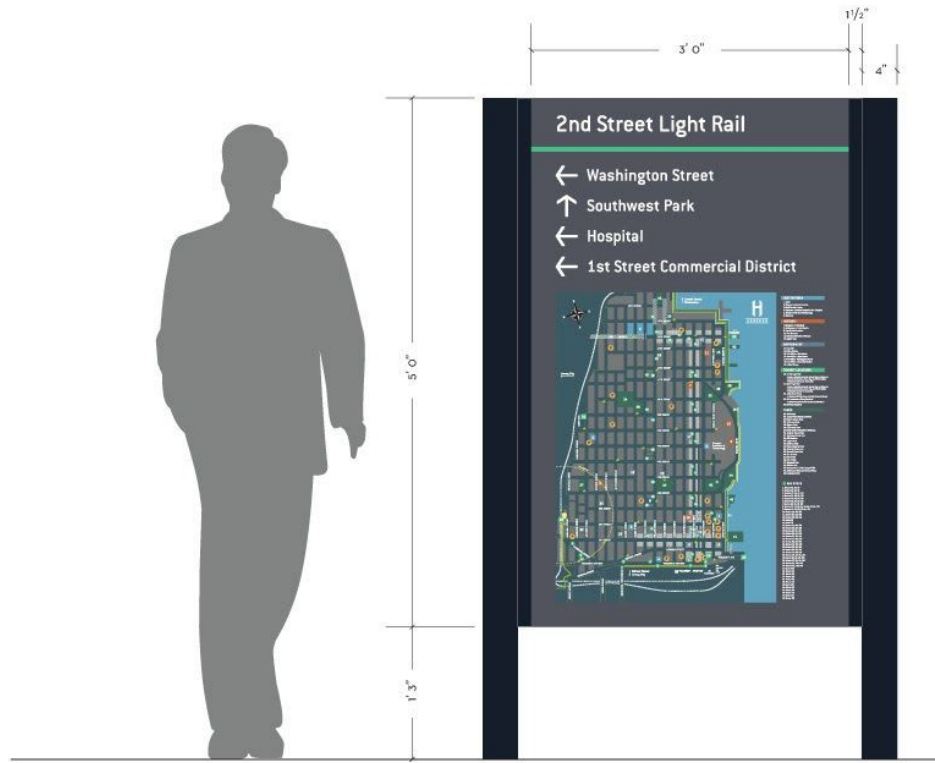
Team Members that participated:

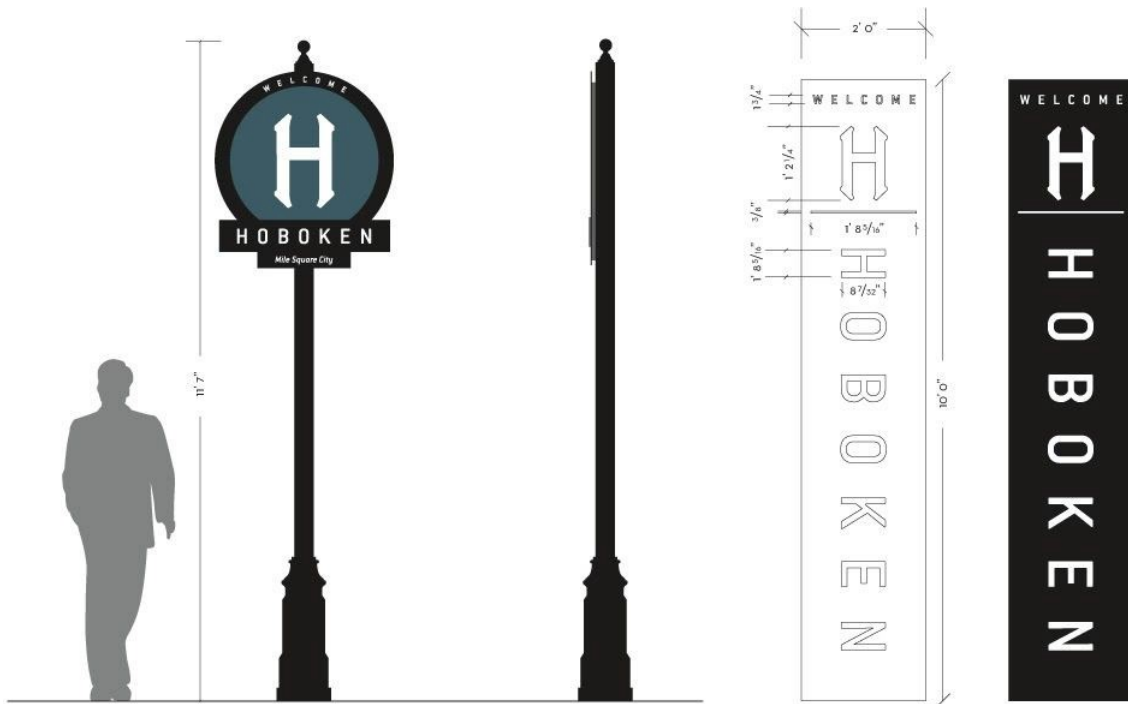
Jaclyn J. Flor, PE, PP, CME, Principal-In-Charge, ENGenuity
 Jenna Zilincar, Graphic Design and Branding Task Manager, M Studio
 Josh Pivnik, Creative Producer, M Studio

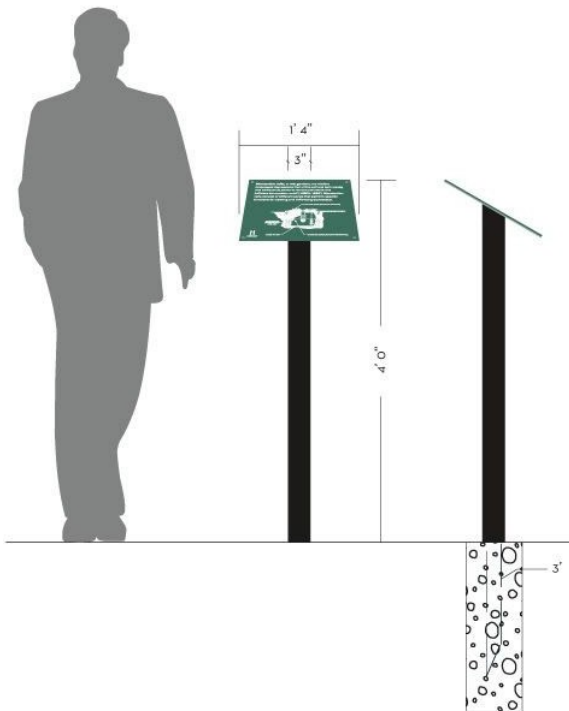
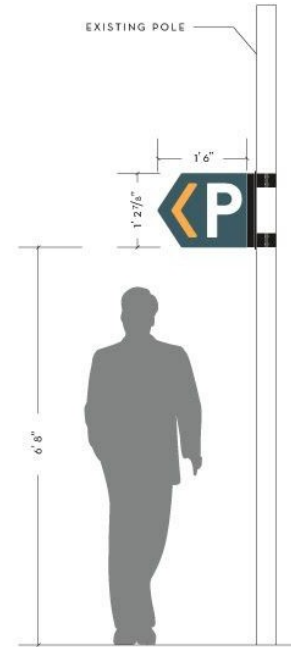
Reference:

Mayor Ravi Bhalla, Mayor of Hoboken, rbhalla@hobokennj.gov
 City of Hoboken
 94 Washington Street
 Hoboken, New Jersey 07030
 (201) 239-6643

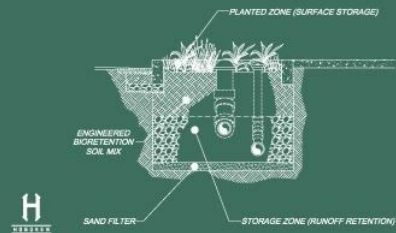




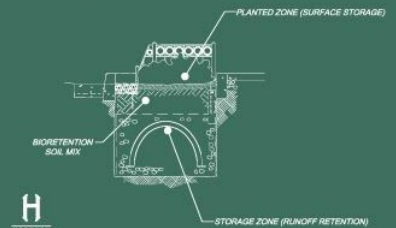




Bioretention cells, or rain gardens, are shallow landscaped depressions that utilize soil and both woody and herbaceous plants to remove pollutants and infiltrate stormwater runoff (USEPA, 1999). Bioretention cells consist of different zones that perform specific functions for treating and infiltrating stormwater.



Bioswales collect runoff from street and sidewalk areas and promote infiltration, capture and deep percolation of water. Typically, captured runoff will pass through the lower ground or be *evapotranspired* as vapor. Water in excess of this facility's storage capacity will exit through a curb cut or "flume".



PROJECT #2: CITY OF ASBURY PARK MARKETING CAMPAIGN

During the initial phase of its revitalization, The City of Asbury Park called on the branding strategies and communications skills of M studio to create a marketing campaign that spotlighted the city's arts and entertainment scene along with its rich history, live-work opportunities, culinary resurgence, and re-developed boardwalk. With behind-the-scenes access to the city M studio calls home, we developed the "in!" campaign, an integrated marketing campaign that incorporated a branding system, logo and taglines, website design, content marketing, print and web-based advertising, social media, and traditional public relations.

The "in!" campaign captured each of the city's offerings and drove marketing efforts across platforms. Targeted audiences were invited to "Eat in!", "Play in!", "Live in! Asbury Park", and more.

As part of the campaign-driven branding system, M studio's graphic designers developed annual city guides, branded marketing collateral, and advertisements, as well as a wallet-sized fold-out city map. The look and feel of the city's website was designed and developed to be consistent with the overall branding of the campaign.

To keep the city of Asbury Park top-of-mind, M studio's public relations team updated the media of news and events, organized FAM trips, and worked directly with the business community to promote the city's economic development. As part of these efforts, M studio's PR team helped promote the city of Asbury Park as a host destination for the Smithsonian Institute's traveling music exhibit, New Harmonies, earning it editorial coverage in the Associated Press, USA Today, The New York Times, and more. Similarly, media was garnered in travel and lifestyle publications including the in-flight magazine American Way.

Branded messaging using the "in! Asbury Park" campaign was promoted across social media platforms including the city's Facebook and Twitter accounts. Strategies to build an audience and increase engagement included a summer beach-badge promotion and Valentine's Day Getaway contest that contributed to the growth of the city's database of loyal followers.

Team Members that participated:

Jenna Zilincar, Graphic Design and Branding Task Manager, M Studio

Josh Pivnik, Creative Producer, M Studio

Reference:

Thomas Gilmour, Executive Director at Trenton Downtown Association

tom@trenton-downtown.com

(609) 393-8998

**in! Asbury
Park**
cityofasburypark.com

**Stayed
in!**

**Heard
in!**

**Happened
in!**

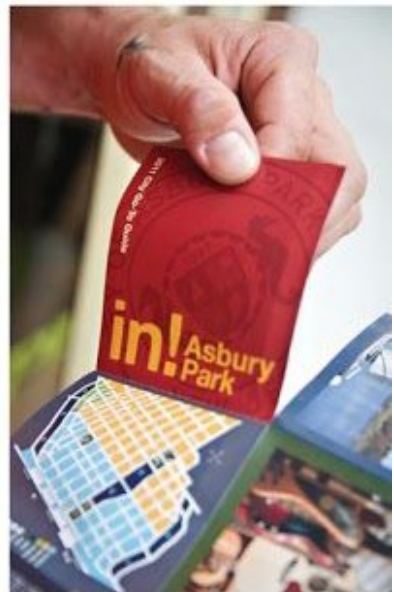
**Bought
in!**

**Seen
in!**

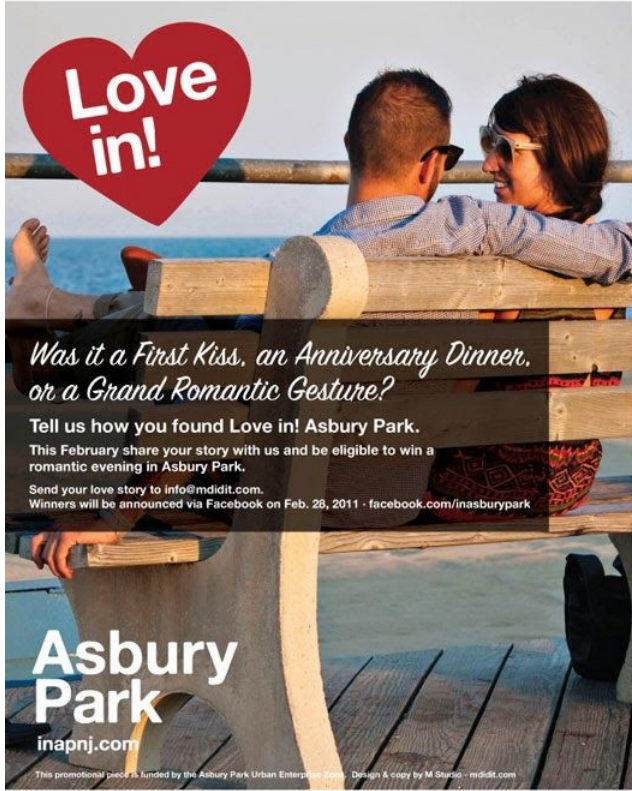
**Ate
in!**

**Played
in!**

**Lived
in!**







Love in!

Was it a First Kiss, an Anniversary Dinner, or a Grand Romantic Gesture?

Tell us how you found Love in! Asbury Park.

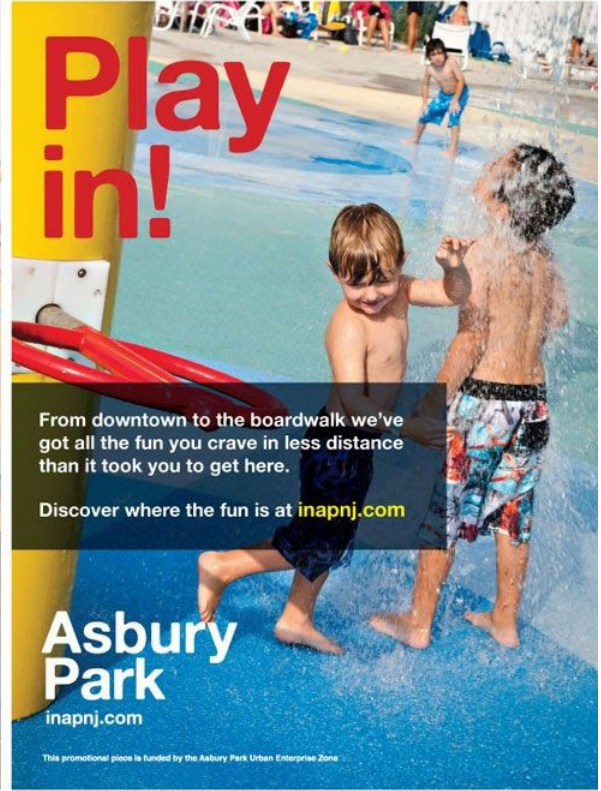
This February share your story with us and be eligible to win a romantic evening in Asbury Park.

Send your love story to info@mdidit.com.

Winners will be announced via Facebook on Feb. 28, 2011 - [facebook.com/inasburypark](https://www.facebook.com/inasburypark)

Asbury Park
inapnj.com

This promotional piece is funded by the Asbury Park Urban Enterprise Zone. Design & copy by M Studio - mdidit.com



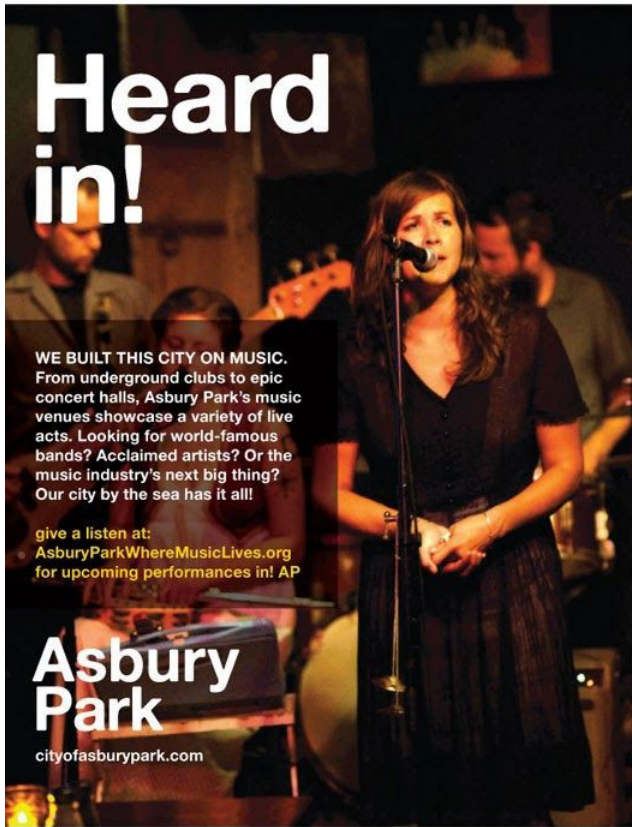
Play in!

From downtown to the boardwalk we've got all the fun you crave in less distance than it took you to get here.

Discover where the fun is at inapnj.com

Asbury Park
inapnj.com

This promotional piece is funded by the Asbury Park Urban Enterprise Zone



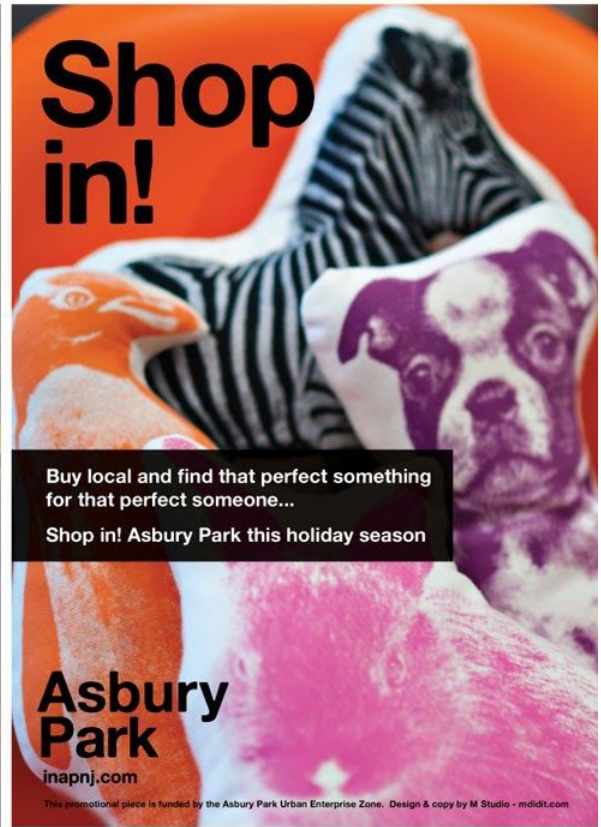
Heard in!

WE BUILT THIS CITY ON MUSIC.

From underground clubs to epic concert halls, Asbury Park's music venues showcase a variety of live acts. Looking for world-famous bands? Acclaimed artists? Or the music industry's next big thing? Our city by the sea has it all!

give a listen at:
AsburyParkWhereMusicLives.org
for upcoming performances in! AP

Asbury Park
cityofasburypark.com



Shop in!

Buy local and find that perfect something for that perfect someone...

Shop in! Asbury Park this holiday season

Asbury Park
inapnj.com

This promotional piece is funded by the Asbury Park Urban Enterprise Zone. Design & copy by M Studio - mdidit.com

PROJECT #3: WHITE STREET AND ENGLISH PLAZA STREETScape IMPROVEMENT PROJECT, RED BANK, NJ

ENGenuity lead the planning, design, and construction phase of this \$1.5M Project in the heart of downtown Red Bank. The project reconstructs three Borough rights-of-way, English Plaza, White Street, and Emanuel Court, and two downtown Borough parking lots, one in English Plaza and the other a portion of the White Street lot.

The project focused on transforming this area with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, murals, and seating areas. The project aimed to spur economic development through a redesign that provides a safe, aesthetic, and inviting space for the hosting of public events, and for patrons to safely park and access the businesses. The project began in April 2018. The first phase was a Listening Phase, where the Project Team gathered feedback from representatives of the Red Bank community. This included 24 one-on-one stakeholder interviews, a property owners meeting, and a public meeting. After a design concept was selected, the project proceeded to final design informed by all feedback.

At the public meeting the community was informed how their feedback shaped the final design. Approximately 32 businesses of varying sizes line English Plaza; many are rear facing or have back entrances, and several retail establishments and professional offices face English Plaza and White Street within the project area. The project aimed to increase foot traffic to these businesses by providing safe and sufficient pedestrian circulation; efficient access to parking; improved and aesthetic lighting; new brick paver sidewalks, curb, pavement; and landscaping. The area was redesigned with a layout that can support public events, fairs, and farm markets. Through this project, the area was transformed from a mere background along the shoppers' walk to Broad Street into an inviting area where patrons can shop, dine, relax and stroll. In addition to multiple streetscape areas, the project included closing a deteriorated alley to vehicular traffic and converting it into a pedestrian park with murals and lighting.

Team Members that participated:

Jaclyn J. Flor, PE, PP, CME, Principal-In-Charge, ENGenuity Infrastructure

Michael MacFarlane, PE, Project Manager, ENGenuity Infrastructure

Michael Keane, Civil Designer, ENGenuity Infrastructure

Justin Parker, Inspector, ENGenuity Infrastructure

Ray Ott, Civil Designer and Lead Inspector, ENGenuity Infrastructure

Reference:

Jim Scavone, Director – 732-788-0411

jamesjscavone@gmail.com



e. Provide current a current project list. See ENGenuity's current Project list below:

*as of 3/2/2020

ENGenuity Infrastructure OPEN PROJECT LIST				
CLIENT	PROJECT	CONTRACT TYPE	CONTRACT AMOUNT	START DATE
1228 Realty LLC	BMLR-00020 - Howell Office Plaza, 1228 N/SH Route 9	HNTE	\$24,678.95	4/9/2018
American Opportunity Zone Fund	DIAM-00020 - Bridge and Oakland	HNTE	\$24,175.00	11/15/2019
American Opportunity Zone Fund	DIAM-00020 - Additional work for Drainage Design	HOURLY	\$0.00	2/25/2020
American Real Estate Opportunity Fund, LLC	DIAM-00010 - Planning Board Meeting Attendance, Prep, and Exhibits	HNTE	\$3,500.00	3/25/2019
American Real Estate Opportunity Fund, LLC	DIAM-00011 - Shrewsbury & Drs. Parker - Amendment 2	HNTE	\$14,490.00	1/16/2020
American Real Estate Opportunity Fund, LLC	DIAM-00011 - Extra Work For Drainage & Design	HOURLY	\$0.00	2/24/2020
Ayman Garas	GARA-00010 - 770 Buckingham, Perth Amboy	HNTE	\$8,000.00	12/11/2019
Bernadette DeBrino	DEBR-00010 - DEBR-00010 - DeBrino Lot Subdivision	HNTE	\$8,150.00	10/7/2019
Borough of Chatham	CHAT-00010 - 2019 Capital Road Improvements	HNTE	\$19,200.00	8/6/2019
Borough of Chatham	CHAT-00010 - Bid Opening Preparation and Assistance	HOURLY	\$0.00	2/19/2020
CDM Smith	HOBK-00011 - Hoboken Water Infrastructure Upgrades Phase I - CA&I	HNTE	\$94,400.00	2/20/2019
City of Hoboken	HOBK-00100 - 2018 NJDOT Municipal Aid Project	HNTE	\$154,210.00	6/11/2019
City of Hoboken	HOBK-00110 - Milling & Paving of Various Streets	HNTE	\$154,210.00	6/11/2019
Hoboken South Waterfront Board	HOBK-00061 - CA&I	HNTE	\$58,400.00	10/28/2019
Mountainview Villas LLC	MUHL-00010 - 2-4 Mountainview Way	HNTE	\$4,740.00	1/22/2020
Ninety-eight (98), LLC	NINE-00010 - 314 Highway 34, Block 11232, Lot 7, Old Bridge, NJ	HOURLY	\$5,500.00	7/2/2018
Partner Engineering & Science, Inc.	PESI-00010 - PESI-00010 Partner Staffing	HOURLY	\$0.00	2/3/2020
Richard Mirra	MIRR-00011 - 34-36 Highland Avenue, Borough of Keansburg	HNTE	\$5,000.00	11/11/2019
Settembrino Architects	SETT-00090 - Construction Phase	FIXED	\$2,500.00	10/1/2018
William Sepe	SEPE-00010 - 33 Union	HNTE	\$24,185.00	7/17/2018
William Sepe	SEPE-00020 - 33-44 Broad Street	HNTE	\$24,250.00	7/17/2018
William Sepe	SEPE-00020 - Broad Response Letter and Resubmittal	HNTE	\$1,500.00	2/19/2020
William Sepe	SEPE-00020 - Revised Drainage Report per Comment Letters	HNTE	\$3,000.00	2/19/2020
William Sepe	SEPE-00030 - 11 Pearce Avenue, B 64, L 2 & 3	HNTE	\$14,025.00	3/25/2019

- f. Provide a statement of experience with the City of Asbury Park:** M Studio has experience with Asbury Park on their marketing campaign (See Project example #2 above)
- g. Provide a statement that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction (management) of the project:** The proposed key personnel have sufficient experience and training to competently manage and complete the design and construction (management) of the project.
- h. Provide a Statement that the team members have the licenses, registrations, and credentials required to design and manage the construction of the project, including information on the revocation or suspension of a license, credential, or registration.** The team members have the licenses, registrations, and credentials required to design and manage the construction of the project; no licenses are revoked nor suspended.
- i. Provide a statement that the team has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance.** The team has liability insurance and errors and omissions insurance. Since the project is not a design/build; performance bonding is not required, as that is required for construction contractors. We have the capacity to obtain any required insurance.

3. PROJECT APPROACH

- a. Detail how the Team will manage the process and project to ensure budget and schedule compliance.** ENGenuity develops a workplan at the onset of the project. We always commence our projects with a kick-off meeting that includes a schedule. At progress meetings we include an Agenda with schedule updates.

ENGenuity uses BQE Core software to monitor budget and workflow.

- i. **Include an approach statement addressing managerial resources and management plan for this project.** This project includes two (2) company presidents on the Project Team, Jaclyn J. Flor as Principal-in-Charge, and Jenna Zilincar in the role of Branding and Graphic Design Task Manager. We enhance this team with the strong Project Management of Mike MacFarlane, PE.
- b. **Detail the team's quality assurance and quality control process.** ENGenuity adheres to a robust QA/QC process which includes peer reviews, QA/QC Constructability Site Visits, and Final Owner review.
- c. **Detail the team's dispute resolution process.** ENGenuity's approach to dispute resolution is to identify problems as early as possible. The team's entire project approach centers on this critical element. By developing clear understandings, creating open communications, and implementing continuous QC/QA procedures, we are able to identify problems as soon as they occur. Once a problem is identified, we resolve it by openly communicating alternative solutions and arriving at a consensus with involved stakeholders. As much as possible, problems are resolved before further design proceeds. This approach eliminates re-work and allows us to develop projects efficiently.
- d. **State the team's approach to reflect the design of the wayfinding signage.** Our approach is as follows:

COLLABORATION

At the onset of this project, and throughout, ENGenuity and M studio will hold an open line of collaborative communication with members of the Asbury Park stakeholder and project management team. This collaboration will include key decision-makers from Asbury Park as well as brand, communication and design specialists working to align both teams to the mission and vision of this project, thus laying forth the best pathway to innovative success. We believe that the best projects are built through participation from both sides of the table.

INITIAL ENGAGEMENT COMMUNICATIONS

Based on the initial scope of work The ENGenuity and M studio Team is prepared to engage with the City of Asbury Park to facilitate the best outcome and results of the Wayfinding design project. Communication on behalf of the project includes:

- Up to three in-person, on-location meetings in Asbury Park, NJ, lasting up to 1 hours per session
- One focus group session held in Asbury Park, NJ, lasting up to two hours
- Ongoing email and telephone correspondence
- Meeting notes based on graphic design components provided to Asbury Park upon request
- Project management on the graphic design-related projectscope
- Production correspondence to assure accurate outcomes during install

BRANDING

M studio will craft a brand story concept and community branding report based on research, historical references, and community-based feedback collected during the community research and focus group session.

M studio will present up to two (2) concept-driven brand stories with accompanying logos. These brand stories will incorporate a community considering local history and culture, the natural environment, community attributes, and local landmarks, architecture, landscape(s), and infrastructure.

M studio will accept up to three (3) rounds of revisions in order to finalize the brand story and logo.

Once the logo is determined, *M studio* will develop brand standard guidelines that will act as the road map for further city branding and wayfinding systems.

These guidelines will outline accepted comprehensive brand elements, including:

- Logo usage
- Icons, symbols, images
- Color palette
- Fonts / Type treatments

WAYFINDING DESIGN: PEDESTRIAN AND VEHICULAR

Once the brand standards are finalized, the ENGenuity and M studio Team will then begin to develop site-specific to scale design implementations for the wayfinding signage throughout the designated areas in Asbury Park.

ENGenuity Infrastructure and M studio will work with Asbury Park to study findings of determined locations and opportunities and proceed with design ideation. Based on these findings we will develop and design up to two (2) graphic solutions for the following wayfinding opportunities:

- Directional Blades
- Kiosks
- Gateway

The ENGenuity and M studio Team will present up to two (2) directions and accept up to three (3) revisions for each of the above-proposed wayfinding elements. Once all designs are finalized, the team will provide Asbury Park with the completed designs and specifications in all necessary file formats.

ENGenuity will compile this information into plan and specifications. It should be noted, that due to the size of the project area, traditional survey will not be used for this project. The wayfinding locations will be depicted on GIS maps within the plan set. ENGenuity will provide 30% and final plans for review. Site visits will be performed to confirm locations of signs in the field. The plans will consist of cover sheet, general notes, wayfinding sign locations, and details. ENGenuity will provide specifications for bidding. The costs of printing shall be offset by selling the plans at specifications at ENGenuity's offices. The costs for Notice in the paper

is excluded as we have assumed that the City of Asbury park will cover costs for same. Once bids are received, we will review and issue a Recommendation of Award letter. It should be noted that our fee excludes all permits, if permits are required such as if the disturbance exceeds 5,000 SF triggering a FSCD permit, or if NJDOT permits are triggered, a separate fee for permit applications shall be furnished.

ENGenuity will answer all questions and clarifications and addenda during the bid phase. We will also attend the bid opening, review the bids, and issue a Recommendation of Award letter.

We estimate that construction period will be two (2) months. ENGenuity Infrastructure will provide part-time Construction Administration and Inspection services. Our Construction Management services will commence upon the award of the Construction Contract. If requested, we will assist the City in obtaining from the Contractor the insurance certificates and performance bond, as required for the Contract documents. Upon Notice of Award, the Contractor will typically begin gathering and submitting documentation, including Insurance Certificates, shop drawing submittals, cost breakdowns, and schedules. We then will coordinate with the City and Contractor for a preconstruction meeting that includes the City Directors, Administrator, Police, Contractor, and Utility Companies. Minutes are issued for our preconstruction meetings. A schedule is required of the Contractor at the preconstruction meeting. Once all items are reviewed and accepted, including the executed contracts, then a Notice to Proceed is issued to the Contractor.

Once Construction commences, our inspection staff observes construction for general conformance to the plans and specs. We understand the importance of proper coordination with police, utility companies, and maintenance and protection of all traffic which includes, vehicles, and pedestrians. We will coordinate and communicate routinely with the City, the Police, and the Contractor. We will review all claims of the Contractor, facilitate the execution and progress of the work in accordance with the contract documents, and interpret the contract documents when issues arise. We will review and approve schedules and shop drawings. Our work is transparent and well documented. All work is documented in daily inspection logs, and when necessary documented in letters to the Contractor copying the City. We will conduct progress and field meetings as necessary.

We will track all contract quantities, complete Contractor payment certifications, and make recommendations to the City for payment, and review and make recommendations on any change order requests. We will determine the dates of substantial and final completion, and drive the project through construction close-out, final payment, and release of retainage. We will perform performance bond release inspections and recommend maintenance bonds in accordance with City Ordinances and contract documents.

Our construction administration services shall include the following:

- Coordinate and attend a pre-construction meeting with City officials, utility company representatives and other parties involved in the construction process;
- Provide part-time inspection services during the construction phase; Due to the limited budget, our inspection services will be on average 1-2 hours per day when the construction warrants same.
- Prepare, review and submit design clarifications and change orders;
- Review contractor's initial schedule and proposed changes with input from City

- officials to check it is reasonable and current;
 - Track work progress according to schedule and provide notice of corrective action required should Contractor fall behind;
 - Review requests for change orders and make recommendations to the City;
 - Review and approve contractor invoices on behalf the City;
 - Track all punch list items and conduct final inspection of the project improvements;
 - Comply with applicable federal, state and local regulations;
- e. **State the team's approach to the use of locally produced materials, products, and services.** M Studio is Asbury based, so we are utilizing local services. We will also look for opportunities to use local materials and product.

4. Cost Proposal

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

PRICING

It is our understanding that the City has \$28,000 in soft costs for this project. Therefore, we will provide a Design Scope including communication, branding, meetings with focus groups, the Community Branding Report, and Concept and Final Plans and Specifications that can be performed within this budget. We will also break out the bidding and inspection phase services.

Our fee is itemized as follows:

Design Phase

M Studio fee for Communication, Branding, Wayfinding Design, and Community Branding Report, including all meetings	\$18,000
ENGenuity Fees for Design and Focus Group meetings	\$2,650
ENGenuity Concept Design	\$2,145
ENGenuity Final Design and Plans and Specs	\$4,760
Preparation of Plans and Specs for formal Bid	<u>\$355</u>
TOTAL Design Budget	\$27,910

Construction Management Phase

ENGenuity Bid Opening, Bid Review, Recommendation of Award	\$1,090
ENGenuity Pre-con Meeting, Pay Certs, Shop Drawing Review, Inspection	<u>\$8,000</u>
Total Construction Management Budget	\$9,090

Total Design and Construction Management	\$37,000
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EXCLUSIONS

1. No boundary or topographic survey is included in our fee. This work will be done using GIS mapping. The preparation of legal descriptions, easements, and exhibits are excluded from our fee.
2. No NJDEP, NJDOT, or SCS permits are included in our fee. If same are required then a separate fee will be provided.
3. No electrical design is included in our fee.
4. All structural and geotechnical design is excluded
5. The cost for advertising the Notice to Bidders is excluded as it is our understanding that it is covered by the City.
6. Stock Photography Font is excluded
7. Licensing

A breakdown of ENGenuity's hours is attached on the following table.

Table 1

**Fee Estimate- Design and Construction Administration for the citywide Wayfinding Program within
Transit Village area of the City of Asbury Park**

Client: City of Asbury Park
Project: Wayfinding
Phase: All Phases

ENGenuity

Task No.	Description	TASK LABOR HOURS				Task Total Hours	Other Direct Costs	Outside Professionals	Cost by Task
		Executive	Professional Mid	Professional Staff I	Inspector				
1	Meetings								
	Kick-off	1	2			3	\$ 25	\$ -	\$ 535
	30% Meeting	1	2			3	\$ 25	\$ -	\$ 535
	Focus Goup Meeting	2	4			6	\$ 25	\$ -	\$ 1,045
	90% Meeting/Final	1	2			3	\$ 25	\$ -	\$ 535
						-	\$ -	\$ -	\$ -
	Task Total								Task Hours
									\$ 2,650 15
2	Concept Designs								
	Site Visits				4	4	\$ 25	\$ -	\$ 425
	Concept Design Plans- Wayfinding	1	2	8		11	\$ -	\$ -	\$ 1,310
	TOC for Specifications		1			1	\$ -	\$ -	\$ 155
	Engineers estimate		1	1		2	\$ -	\$ -	\$ 255
						-	\$ -	\$ -	\$ -
						-	\$ -	\$ -	\$ -
	Task Total								Task Hours
									\$ 2,145 18
									\$ - -
3	Final Design								
	Final Design Plans- Wayfinding		4	16		20	\$ -	\$ -	\$ 2,220
	Final Site Inspection with Final Plans		4				\$ -	\$ -	\$ 620
	Final Specifications	1	8			9	\$ 25	\$ -	\$ 1,465
	Engineers estimate	1	1	1		3	\$ -	\$ -	\$ 455
						-	\$ -	\$ -	\$ -
						-	\$ -	\$ -	\$ -
	Task Total								Task Hours
									\$ 4,760 32
7	Preparation of Plans and Specs for formal Bid (CAD and Plans including Printing)								
	Compiling Bid packages- Plans sign and seal			1		1	\$ -	\$ -	\$ 100
	Send Notice to Bidders to Township to Publish		1			1	\$ -	\$ -	\$ 155
	Specs			1		1	\$ -	\$ -	\$ 100
	Deliver						\$ -	\$ -	\$ -
						-	\$ -	\$ -	\$ -
	Task Total								Task Hours
									\$ 355 3
8	Bid Support								
	Bid Opening		2			2	\$ 25	\$ -	\$ 335
	Bid Review and Recommendation of Award Letter	1	1	4		6	\$ -	\$ -	\$ 755
						-	\$ -	\$ -	\$ -
	Task Total								Task Hours
									\$ 1,090 8
9	Construction Management								
	Preconstruction Meeting (1)	1	4		4	9	\$ -	\$ -	\$ 1,160
	Shop Drawing Review		8			8	\$ -	\$ -	\$ 1,240
	Inspection (2 months) 22 working days/month x 1 hours/day		8	22	20	50	\$ 460	\$ -	\$ 5,600
						-	\$ -	\$ -	\$ -
						-	\$ -	\$ -	\$ -
	Task Total								Task Hours
									\$ 8,000 67
	Total Hours	10	55	58	24	143	635	-	19,000
	Hourly Billing Rates	\$ 200	\$ 155	\$ 100	\$ 85				
	Cost by Title	\$ 2,000	\$ 8,525	\$ 5,800	\$ 2,040				
	TOTAL								\$ 19,000 \$ 143

RESUMES

Attachment: ENGenuity (2020-124 : Awarding a Contract for Design of Citywide Wayfinding Signage)

Jaclyn J. Flor, PE, PP, CME

President, Chief Executive Officer



Education

Florida Institute of
Technology, BS, Civil
Engineering, 1999

Professional Registrations / Affiliations

Licensed Professional Engineer in
New Jersey and Pennsylvania;
License pending in New York.
Professional Planner in New Jersey.
Certified Municipal
Engineer.

Areas of Expertise Municipal
Engineering, Civil
Engineering, Planning,
Transportation, Sustainable
Urban Design, Preparedness,
Disaster & Recovery

Summary of Qualifications

Jaclyn J. Flor is a Licensed Professional Engineer and a Licensed Professional Planner. Ms. Flor began her career as a Coastal Engineer and then evolved into the Public Sector as a Consulting Engineer and Planner for a multitude of Counties, Municipalities, and Agencies. She has received multiple awards for her projects and accomplishments, including ENR New York 2016 Top 20 Under 40 Professionals in the New York Region, and 2015 NJBiz Top 40 Under 40. She provides consulting engineering and planning services to a variety of clients which include local governments, county governments, private sector clients, and redevelopment agencies. Ms. Flor founded ENGenuity Infrastructure in 2016 and serves as its President and CEO, managing all day to day operations, projects, finances, and strategic business development. ENGenuity Infrastructure was named a finalist for NJ Biz's 2018 Emerging Business of the Year.

Throughout her career Ms. Flor has served as the Borough Engineer of Sea Bright, NJ; and an Engineering Consultant to the City of Hoboken, Jersey City, Jersey City Redevelopment Agency, Hudson County, Bergen County, Somerset County, Red Bank Borough and Boards, Matawan Borough and Boards, South Plainfield Zoning Boards, Highlands Borough Boards, Monmouth Beach Borough and Boards, Manalapan Township Boards, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

Ms. Flor, who specializes in sustainable urban design, managed the Canal Crossing in Jersey City project, a 111-acre redevelopment area consisting of 30 Brownfield sites. The design of these 40 new City blocks includes a new light rail station,

separation of the combined sanitary sewer, new water mains and streetscapes, multiple urban parks, road design and a new street grid that subdivides 17 existing city blocks into 40 new city blocks. She managed many notable projects in Hoboken, including the First Street Revitalization and Citywide Wayfinding; construction management of Observer Highway; the Washington Street "Complete Streets" Redesign; the 2018 City-wide Infrastructure Upgrades and Complete Streets; the roadway re-profiling of 9th, 11th, and Madison Streets; the Court Street Historic Redesign; and the Castle Point Terrace Historic Redesign. She managed the Bulkheads project in Neptune Township, and a USEPA Brownfields Community Wide Assessment project that includes 11 targeted sites in the Township. While the head of a Storm, Disaster and Recovery Practice, she managed a \$32M storm hardening project with NJDEP for the design repairs of several miles of seawall in Sea Bright and Monmouth Beach. Ms. Flor managed the Circulation Element of the Jersey City Master Plan, which won the 2009 Outstanding Plan Award in NJ as presented by the APA. In Red Bank Borough, Ms. Flor is leading the redesign of the Borough's streetscapes and plazas in their Downtown Special Improvement District.

She has lectured and appeared on panels including the 2013 APA NJ Planning Conference on Stormwater Harvesting and Sustainable Infrastructure; the ASCE Infrastructure Seminar at NYU in April 2013 on the Impacts of Sandy to NJ Infrastructure; Rutgers University, NJ, on the infrastructure damage from Superstorm Sandy; and the 2009 APA New Jersey Planning Conference where she provided guidance on the integration of transportation planning and land use planning. Ms. Flor has also lectured several times at Columbia University, NYC, on Building Sustainable Cities and Stevens University on Complete Streets, Green Infrastructure and Integrated Design. She has been published by ASCE on Hurricane Sandy Recovery.

Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Key Projects

Court Street Historic Rehabilitation, City of Hoboken. Conceptual design, final historic redesign, and construction management for a 3/4-mile cobblestone street from the 1800s, adjacent to and partially within the Central Business District Historic District. The project has over 240 properties with access considerations in this dense urban center. Stakeholder Focus Group meetings that included County and Local representatives, businesses, representatives from Hoboken Historic Commission, and businesses. Stakeholder meeting included two meetings the same day for the convenience of attendees, and included brainstorming of constraints and opportunities, a prioritization exercise, and a site walk. Also included two Community meetings to vet concepts, and a Project Splash Page on the City website. Included a Council Meeting presentation. All meetings and project information was disseminated through social media and Nixel by City Communication Director.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Conceptual Design, final design, and construction management for a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick. Included two Community meetings to vet concepts, and a Project Splash Page on the City website. Included a Council Meeting presentation. All meetings and project information was disseminated through social media and Nixel by City Communication Director.

Hoboken Water Infrastructure Upgrades, Phase I, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity as part of the team to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Project information posted to City website. The construction phase included monthly newsletters that were blasted to all that signed up for newsletters, social media of daily construction, and a project website.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown. The project included a robust Listening face that included twenty-four (24) one-on-one stake holder interviews with representatives of the business, residential, historic, government, and environmental organizations. Project included a presentation to Council, as well as Business Meetings. During the construction phase the project included a project website and social media posts of daily construction, as well as a monthly newsletter that is blasted to those who sign up for newsletters.

Washington Street Construction Phase, City of Hoboken. The project construction costs are approximately \$17M. The construction oversight commenced in December 2016 and will be completed in Spring of 2019. ENGenuity is a sub-consultant on the team providing Construction Phase services during this 22-month construction project.

Madison, 9th, and 11th Street, Road Re-profiling, City of Hoboken. ENGenuity Infrastructure was hired by the City to reprofile these three streets and to add storage and green infrastructure to offset the road raising in an effort to eliminate the flooding in this area of the City. The North Hudson Sewerage Authority is replacing the combined sewer in these streets. The Project included a Community Meeting, a Project Splash Page on the City website, and targeted meetings within the lobbies of the buildings of the HOA's of within the City project area.

Hoboken South Waterfront Bikeway and Walkway Project The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes, bikeways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

NJ DOE State Project #- HS 3560-050-16-1000; MS 3560-080-16-1000: New Providence Middle School/High School Additions, New Providence Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition.

NJ DOE State Project #: 1870-050-14-1004: Hackettstown High School, Hackettstown Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition for a security vestibule and a media addition.

Alteration and Renovations to the Cheltenham High School, Wyncote, Montgomery County, Pennsylvania. Site Civil Engineering Services associated with the renovations and site alterations to the Cheltenham High School.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. The site requires a parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Alteration and Renovations to the Community Center and Senior Center, Camden County Improvement Authority. ENGenuity Infrastructure handled the Site Civil aspects of the design for an addition to a senior center/ community center. Project included ADA upgrades, utilities, drainage, parking and site circulation.

NJ DOE #: 2370-080-18-2000: John F. Kennedy (JFK) Elementary School - Jamesburg School District Board of Education. ENGenuity Infrastructure handled site civil design for a sanitary main and lateral and parking lot reconstruction for a restroom addition to the elementary school.

NJ DOE State Project #: 3560-050-18-2000: Miller Field, New Providence Middle School and High School, New Providence Board of Education. ENGenuity designed new sod infield, irrigation system, new dug-outs, and a PA system for the design of Miller field baseball field.

NJ DOE State Project #: 0290-075-17-1000: Bergen County Tech, Bergen County Vocational Schools. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a school addition. Project included a detention basin and parking area.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. The project includes estimates and GIS mapping.

Washington Street "Complete Streets" Redesign, Hoboken, NJ. Consulting Engineer responsible for the development of the final integrated design and construction documents for the renewal and improvement of Washington Street, a 15-block commercial corridor in the City. Enhancements to improve pedestrian safety, expand access to mass transit, and accommodate an increase in multi-modal activity and use to support residents, businesses, visitors, and commuters. This "Complete Streets" revitalization project included an extensive community-based planning process to solicit public feedback and gain consensus on the final preferred design alternative. The project replaces aging watermain, sidewalks, street furnishings, and resurface the roadway. It will also improve mobility with new bikeways, modernized traffic signals at 15 intersections, and new bus shelters; and boost environmental performance and resiliency through added green infrastructure, upgraded LED lighting fixtures, and a new microgrid. The construction phase included monthly newsletters that were blasted to all that signed up for newsletters, social media of daily construction, and a project website.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

First Street Streetscape Revitalization and Citywide Wayfinding, Hoboken, NJ. Consulting Engineer for improvements of a 12-block corridor including development of a new citywide wayfinding signage plan, city logo and tagline. The overall design integrates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, banners, bicycle parking, benches, crosswalks, ADA compliant curb ramps, daylighting posts, wayfinding signage, solar powered trash and recycling compactors, and kiosks with touch screens. Funding was received from the NJEDA through a CDBG-DR. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City. The project created the logo for the City and the brand identity included colors and fonts for all City websites, materials, and wayfinding signage. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City. A collaborative online visual charette tool was utilized for graphic artists to comment and post images to assist in the logo creation.

Planning Board, Hudson County, NJ. Provided professional engineering services to Hudson County Planning Board for various site plan applications. Services include review of proposed drainage facilities and traffic access with regard to ROW. Participated in monthly technical review committee meetings and Planning Board meetings.

Canal Crossing, Jersey City Redevelopment Agency, Jersey City, NJ. Project Manager for the engineering and survey of Canal Crossing, a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation. The project is a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation. The project included meetings in the Ward with Civic Organizations to present the project and obtain feedback. The project has a splash page on the Jersey City Redevelopment Agency website.

EPA Brownfield Community Wide Assessment, Neptune Township, NJ. Consulting Engineer for Community wide Brownfields Assessment Project for 11 targeted sites in Neptune Township. Project is funded by a \$400,000 EPA Brownfields Grant. The project includes Community Outreach, Phase I, Phase II, and Remedial Action Work Plans to assess and prepare 11 locations for brownfield redevelopment.

Observer Highway Complete Streets Redesign Project, Hoboken, Hudson County, NJ. Client Manager for the Construction Management of improvements along Observer Highway. The project includes new synchronized traffic signals and dedicated left turn lanes that will create a more efficient and safer County roadway. Between 2010 and 2012, there were an average of 37 crashes per year along Observer Highway. The corridor will be converted to a more pedestrian friendly street with new, redesigned crosswalk signals and other pedestrian safety improvements as well as a two-way protected bike lane and green infrastructure. This Federally funded project included a Project Splash Page on the City website.

2014 Road Program- Contract B, City of Hoboken, NJ. Consulting Engineer for oversight of project management, engineering design, advertising, bidding, and construction administration and inspection for a project that consisted of complete street design, bike lanes, curb bump outs, a rain garden, ADA ramps, and mill and overlay.

Veterans' Memorial Park, Neptune, NJ. Consulting Engineer for the design services and bidding assistance to convert an abandoned Brownfields tract to the Veterans' Memorial Park. The design included five individual service nodes representing the branches of the military, situated along a curvilinear path. The central pathway leads to the main plaza where all five branches are represented together. The park design also included a vehicular parking area for 21 cars, site lighting/utilities, furnishings and other amenities, signage and landscaping. This project won a Merit Award for Military Parks from the NJ Chapter of the American Concrete Institute and the NJ Concrete and Aggregate Association.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Master Plan Circulation Element, Jersey City, NJ. Responsibilities included overall project management; oversight of a mobility study and survey; organizing and administering technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; identification of indicators to monitor plan implementation progress; identification of ROW needs and potential alignments/station locations for Hudson-Bergen Light Rail; mapping potential roadway grids; establishing a functional classification system; creation of typical roadway sections; traffic calming and sidewalk maintenance plans; and review of volume capacity ratios on local roadways to verify adequacy of plan. Project included a mobility study and survey; a technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; Project created Community Assets GIS mapping with feedback from the Community. The Project included meetings in each of the six (6) City Wards, and a televised Presentation with the Mayor. The project included a robust Action Plan Matrix with benchmarks, indicators, timeframes and lead agencies.

Storm Disaster and Recovery Superstorm Sandy, Borough of Sea Bright, NJ. As the Borough Engineer of Sea Bright, managed the engineering recovery efforts during Superstorm Sandy including Debris Management, Assessment of critical structures and coordination with OEM, NJDOT, Armed Forces assisting the Borough, County OEM, DPW, Police, Fire, and the Governing Body. Managed a multitude of resiliency projects after the storm.

Lackawanna Station Light Rail Transportation Assessment, Jersey City, NJ. Client Manager for a transportation assessment to determine the number of vehicle trips in the Lackawanna Station Redevelopment Plan area with and without Hudson Bergen Light Rail service. Two scenarios were analyzed; the build-out of the current redevelopment plan parameters without the Light Rail Station construction and the build-out of the proposed bonus density parameters with Light Rail Station construction and implementation.

Sea Bright & Monmouth Beach Seawall Restoration, Monmouth County, NJ. Borough Engineer responsible for the management of a multi-jurisdictional storm hardening project with multiple stakeholders, including the Borough of Sea Bright, Borough of Monmouth Beach, NJDEP BCE, and FEMA. The project included multiple multi-jurisdictional meetings, and Public Presentations. The project entails constructing, repairing or partially rebuilding portions of the 9,230 LF of seawall between the Boroughs. The project includes demolition of the existing structure, repurposing of the existing stone and construction of 2,160 LF of new seawall; repair of the existing cap stone layer and re-grouting of the voids consisting of approximately 295 LF; construction of new stone seawall where one did not previously exist consisting of approximately 295 LF; partial demolition and reconstruction of the ocean side toe and wall consisting of approximately 500 LF; and additional of spot repairs. The project also includes reconstruction of parking lots affected by the reconstruction of the wall, construction of ADA beach access ramps and vehicular cross overs.

South Concourse Road Raising and Bulkhead Project, Neptune Township. Consulting Engineer to raise roadway and bulkheads to alleviate flooding and provide emergency access to Shark River Hills. Project is funded through an HMGP grant.

Six Bulkheads and New Pump Station, Sea Bright, NJ. Borough Engineer for a \$1.3M project for the replacement of six street-end bulkheads and construction of a stormwater pump station to alleviate major flooding issues in the Borough of Sea Bright which was heavily damaged during Superstorm Sandy. Conducted BCA analysis to procure the FEMA Hazard Mitigation Grant that funded this project. The project replaces existing bulkheads that are below the Baseline Flood Elevation (BFE) with new raised steel or aluminum structures. Storm sewer piping is also upgraded to accommodate a new stormwater pump station. The new stormwater pump station consists of dual 60 HP submersible pumps installed in a below grade precast concrete chamber, and will alleviate flooding in the Borough. Multiple NJDEP and ACOE permits were required, and the project involved constant coordination with FEMA.

Ocean Avenue Streetscape Revitalization, Sea Bright, NJ. Borough Engineer for the design and construction inspection services for new sidewalks, ADA compliant curb ramps and crosswalks, the installation of pedestrian street lights, trees, furniture including bike racks, benches and trash and recycling receptacles, as well as the use of bicycle safe grates and the incorporation of green stormwater infrastructure where possible. The improvements are to be coordinated with NJDOT improvements in the roadway to accommodate a new parking configuration. CDBG-DR funding from the NJEDA will help offset some of the costs of this project.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

Hudson River Walkway Design and Implementation Plan, Bergen County, NJ. Project Manager for this plan that designed and transformed a disjointed and underused waterfront walkway to a continuous, non-motorized transportation artery and recreational amenity that is a focal point of Bergen County. The walkway runs through Edgewater and Fort Lee and has direct connections to the Palisades Interstate Park, Hudson County's Hudson River Waterfront Walkway, the George Washington Bridge, and New York City's Westside Greenway. It provides a sustainable transportation alternative to move about Bergen County and the greater New York/New Jersey Metropolitan Area, and also facilitates access to its wealth of cultural, natural, and scenic resources. The design promoted an attractive, safe, lively and family-oriented urban park that welcomed visitors of various physical abilities, while protecting the environment, and respecting the privacy of local residents. The project achieved a consensus-based approach through a series of stakeholder interviews and meetings.

Sea Bright Municipal Facilities Plan, Sea Bright, NJ. Project included developing a plan for municipal facilities proposed along the beachfront. The plan included a beach pavilion building with a lifeguard station, public showers and restrooms, beach offices, 1,000 LF of boardwalk, a stage, a beachfront playground on the boardwalk, a beach and pool club with swimming pools, an outdoor concession area, and a parking area with lighting, infrastructure and landscaping.

Circulation Element, Somerset County, NJ. Team Leader for final plan preparation and data collection and analysis for update of 2003 Circulation Element. Responsibilities included task management for data gathering and analysis, vulnerable infrastructure and climate change, best practices relative to greenhouse gases, and Geographical Information Systems (GIS). Project included multiple focus group meetings and Public meetings. Included Action Plan matrix.

Refuse Contracts for Borough of Matawan, City of Long Branch, and Sea Bright Borough, NJ. Developed separate contracts for each of these municipalities. The contracts were three and five year refuse contracts for the collection of refuse and recycling in accordance with N.J.S.A.

2010 Road Program, West Long Branch, NJ. Design of various improvements for nine roads that consisted of mill and overlay, roadway narrowing, curb and sidewalk installation, and drainage repairs. Municipal Parking Lot, Sea Bright, NJ. Redesigning the municipal parking lot to maximize parking and accommodate a sally port for the police station.

Board Meeting Attendance, Woodbridge Township, Red Bank Borough, Highlands Borough, South Plainfield Borough, Manalapan Township, Marlboro Township, Sea Bright Borough, Englewood Township, NJ. As an Engineering Professional and/or a Planning Professional to the Board, attended Planning and Zoning Board Hearings on behalf of these Townships and Boroughs.

Borough Engineer, Monmouth Beach, NJ. Served as the interim Borough Engineer of Monmouth Beach in 2009.

Beachwood Avenue Resurfacing, Middlesex Borough, NJ. Project consisted of mill and overlay; base repairs; self-adhering pavement strip membrane; spot repairs for sidewalks, curbs, and aprons; and ADA improvements.

Parking Lot Design, Clinton Street Park, Matawan, NJ. Project consisted of design of a parking layout for various athletic fields and a playground facility.

2008 Road Program, Middlesex Borough, NJ. Project for new sidewalk placement where one did not previously exist; required NJDEP permitting due to possibility of some fill within the floodplain.

2004 Road Reconstruction Program, Phase I, City of Elizabeth, NJ. Project included total reconstruction of three roadways, sidewalks, curbs, driveway aprons, design of a 1,500-foot curb, retaining wall, inlets, drainage design, roadway widening, two traffic signals, and permits.

Ely Harmony Road and Intersection Improvements, Millstone, NJ. Project widened an intersection to accommodate a left turn lane and included roadway resurfacing.

2003 Road and Sidewalk Program, Matawan, NJ. Project improvements for nine roadways and an intersection and included total reconstruction of sidewalks, curbs, and driveway aprons; placement of underdrains; inlets; design of storm drain pipe; overlay; and permits.

Old Noah Hunt Road Reconstruction and Spring Road Resurfacing, Millstone, NJ. Project included reconstruction of several roads, and driveway and drainage repairs.



Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

2002 Road Program, West Long Branch, NJ. Capital improvement project that included road resurfacing; curb, sidewalk, and driveway apron replacement; drainage, and intersection improvements for six streets.

Greenbrook Road Resurfacing, Middlesex Borough, NJ. Project consisted of mill and overlay, base repairs, crosswalks, replacement of a loop detector and spot repairs for sidewalk, curb and aprons. Also included preparation of NJDOT detour permit to allow detour onto a state highway.

Clive Street, Christol Street, Plainfield Avenue, and Main Street Intersection, Borough of Metuchen, NJ. Project consisted of redesign of a primary intersection to alleviate congestion issues and included new signage, striping, traffic islands, and turning movements in compliance with NJDOT standards, and compilation of detailed project cost estimates.

Salt Dome and Site Design, Department of Public Works, Matawan, NJ. Project included design of a salt dome and various site improvements for DPW yard. Responsibilities included performing site inspections to obtain measurements, analyzing site layout to determine locations of force main and other utilities in conjunction with NJDEP regulations and requirements, locating/designing salt dome outside of a wetlands buffer, designing site and grading plan, and compiling a detailed cost estimate.

Building Demolition, Department of Public Works, Red Bank, NJ. Project consisted of demolition of administration and generator buildings and locker rooms.

Demolition of Incinerator, Community Block Grant Application, Red Bank, NJ. Tasks consisted of a county grant application to request funding for demolition of an incinerator; project included a presentation.

Parking Meter Installation, Phase II, Red Bank, NJ. Project for installation of parking meters and restructuring parking on two streets in a downtown area.

Affordable Housing Site Design, Leonardville Road, Middletown, NJ. Project entailed site design of an affordable housing complex in accordance with layout constraints detailed by local ordinance.

Health Department ADA Improvements, Borough of Carteret, NJ. Project for design of handicap ramps and parking stalls to bring site into compliance with ADA standards.

Walton and Sinclair Swale De-snagging Project, Township of Union, NJ. Projects included removal of fill, trees, and brush to improve drainage, and required various NJDEP permits.

Saltaire, Fair Harbor and Dunewood 66-Month Monitoring Project, Fire Island, NY. Coastal Engineer for this project that involved calculation of volumetric changes to determine cubic yards of fill remaining from 1994 beach nourishment project. Calculated changes of average shoreline, volumetric, and average berm height; developed an average profile to determining overall project performance; and documented findings.

Estero Island Beach Nourishment Project, Fort Myers, FL. Coastal Engineer for the beach nourishment and groin construction project to place 1.4 million CY of borrow sand. Special design aspects required for final design of shoreline layout and terminal groin included performing field inspections, researching environmental concerns, preparation of permits, revision of plans and applications in response to the DEP, calculating erosion rates and diffusion losses, determining overfill ratios, and determining the overall location and length of the groins.

Beach Tilling and Compaction Study, Panama City Beach, FL. Coastal Engineer for the development of a new standard for determining beach compaction. Methodologies incorporated with study consisted of obtaining cone penetrometer data from performance of tests; researching studies on cone penetrometer data; applying geotechnical principles to analyze correlations between grain size, gradation, and compaction; and development and submission of compaction study to DEP recommending changes in standards used for determining beach compaction.

Smathers Beach Nourishment and Groin Construction Project, Phase III, City of Key West, FL. Coastal Engineer for third phase of a beach fill project in Key West which included the construction of 4 groins. The project involved the final design of a shoreline layout and two groins. Special project responsibilities included preparation of project plans and specifications; performance of field inspections; research of environmental concerns; calculations of background erosion rates, overfill ratios, diffusion losses and wave heights; determining location of groins; and development of construction cost estimates.

Michael C. MacFarlane, PE

Senior Staff Engineer



Education

The College of New Jersey,
BS, Civil Engineering, 2014

Professional Registrations / Affiliations

Licensed Professional
Engineer in New Jersey

Areas of Expertise

Civil
Engineering, Municipal
Engineering Design,
Construction Management
and Administration

Summary of Qualifications

Mr. MacFarlane is an experienced Senior Staff Engineer providing technical support, design expertise, urban design, and inspection coverage for various capital improvement projects including reconstruction of Municipal Roadways, Parks and Recreational Facilities, Stormwater and Flood Mitigation, and ADA compliant pedestrian facilities. Additionally, he aids in the process and review of various Planning Board and Zoning Board applications, Grading Plans and Capital Reviews.

Prior to joining Engenuity, Mr. MacFarlane worked for a contractor where he developed a strong knowledge of analyzing plans, conducting quantity takeoffs for milling, paving, drainage, earthwork, striping, signage, and concrete structures, and has solicited subcontractors, organized quotes, and help prepare and record bid packages.

Mr. MacFarlane is well versed at preparing applications for Local Aid, Community Development Block Grants, Soil Erosion and Sediment Control, and NJDOT Access Permits. He is also a knowledgeable field engineer, often covering inspections to ensure compliance of projects with plans and local ordinances.

Key Projects

2018 DOT Municipal Aid Project, City of Hoboken. Project manager for design and construction management for the cobblestone street adjacent to and partially within the Central Business District Historic District. Involved in concept layouts

Milling & Paving of Various Streets, City of Hoboken. Project manager for design of and construction management for the cobblestone street adjacent to and partially within the Central Business District Historic District. Involved in concept layouts.

Court Street Historic Rehabilitation, City of Hoboken. Project manager for design of as 3/4-mile cobblestone street the Central Business District Historic District. Design included coordination and cross sections for over 240 properties with access considerations in this dense urban center.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Project manager for design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, so the design must develop an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Hoboken Water Infrastructure Upgrades, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design.

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. Project manager for streetscape and downtown plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Madison, 9th, and 11th Road Reprofilng, City of Hoboken. Reprofilng of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiling, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

Hoboken South Waterfront Bikeway and Walkway Project, City of Hoboken. Project manager for state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes, bikeways, railing, pavers, trees, lighting and landscaping design.



Michael C. MacFarlane, PE

Senior Staff Engineer

Traffic Review Services for Western Edge Redevelopment Project, City of Hoboken. Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

Seabrook Village, Borough of Tinton Falls, NJ Field Inspector for the site improvements at the retirement community center in Tinton Falls. Responsibilities included inspection of the new retaining wall, sidewalk, and fence. Provided daily coverage to confirm installation and grade of the retaining wall. Verified sidewalk locations and pitch around challenging existing conditions. Prepared daily reports and provided photo documentation of each day's work effort.

Capelli Sports Complex, Borough of Tinton Falls, NJ Field Inspector for a large turf soccer complex project. Responsibilities included inspection of the new drainage system installation. Provided daily inspection to confirm line and grade of the new drainage line and proper installation of pipe bedding, backfill in lifts, and compaction. Verified structure inverts matched approved site plans. Prepared daily reports and provided photo documentation of each day's work effort.

Reconstruction of St. James Avenue, Borough of Union Beach, NJ Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction of St. James Avenue in accordance with Borough and NJDOT standards. Designed various drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2018 Pavement Overlay Program, Township of Freehold, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

2018 Capital Improvement Program, Borough of Union Beach, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction along Newark Avenue, Arlington Avenue, and Bank Street in accordance with Borough and NJDOT standards. Designed various drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

Chestnut Ridge Road Culvert Replacement. Staff Designer responsible for preparing a full set of construction plans and specifications for the replacement of the existing failing 72"x102" Elliptical Corrugated Metal Culvert that crosses through Chestnut Ridge Road. Designed location and size of new 106"x68" ERCP Culvert to replace the existing. Obtained NJDEP permit approval for the new design utilizing Hydrograph reports to show flow calculations at the upstream and downstream location of the new pipe. A number of different parameters were calculated in the design of the culvert including: drainage area of the stream based on contour maps, storm frequency up to the 100-year storm, storm duration, peak discharge, and time of concentration in order to compute the tailwater depth and the outlet velocity of the proposed pipe. Designed stream diversion plans for the project during the removal of the existing pipe and the installation of the new pipe. Designed upstream and downstream storm headwalls at the inlet and outlet locations of the culvert. Designed proposed gabion wall retaining wall layouts at the upstream and downstream locations of the proposed culvert. Project also included complete roadway reconstruction at the crossing of the new pipe, along with smaller scale drainage improvements, horizontal and vertical alignment, and replacement of curbs, and sidewalks. Applied for and obtained Soil Erosion and Sediment Control permits.

Union Beach Turf Maintenance Contract, Borough of Union Beach, NJ. Prepared detailed specifications and contract stipulations for the Bi-Annual maintenance contract of the Borough owned parks. Scope of the contracts included seasonal application of lime, fertilizer, crab grass and weed control, fungicide, over seeding, core aeration and insect infestation treatment.



Michael C. MacFarlane, PE

Senior Staff Engineer

Reconstruction of East Second Street, Borough of Bound Brook, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction along East Second Street in accordance with Borough and NJDOT standards. Designed drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Road Improvement Program, Borough of Bound Brook, NJ. Staff Designer responsible for preparing construction plans and specifications for full depth reconstruction of two Municipal Parking Lots in accordance with Borough and NJDOT standards. Designed drainage improvements, grading and pavement reconstruction, and replacement of curbs and sidewalks. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Capital Road Improvement, Borough of Highlands, NJ. Staff Designer responsible for preparing construction plans and specifications for roadway reconstruction on Bay Street in accordance with Borough and NJDOT standards. Designed drainage improvements, swale curb system, super elevated road cross sections, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

2017 Capital Improvement Programs, Borough of Union Beach, NJ. Staff Designer responsible for preparing construction plans and specifications for roadway reconstruction on Harrison Avenue in accordance with Borough and NJDOT standards. Also prepared design of a new Parking Lot area at Columbia Pocket Park and the expansion of the existing parking lot at Scholer Park. Designed drainage improvements, new electrical service locations, landscape features, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits.

Four Seasons at Monroe, Monroe, NJ. Communicated roll out of project with Construction Managers, Construction Supers, and Project Manager. Completed direct generation of subcontractor agreements and purchase orders for project materials to be delivered on site during specific project phases. Made frequent visits to the job site to analyze progress and track field quantities. Obtained and recorded delivery tickets for material purchases to ensure field quantities matched office invoices and performed direct entry of cost information into job costing program. Completed direct entry of foreman daily work diaries and time cards into heavy job system. Monitored progress against project schedule to help ensure tasks were being completed on time.

2017 Annual Maintenance Contracts, Matawan Borough, NJ. Staff Designer responsible for preparing the annual emergency and maintenance repair contracts for the following: Water, sanitary sewer, and storm sewer, Iron sludge removal, Sanitary pump stations, and Wells and High Service pumps. Prepared proposals including scope of work to be completed, basis of payment, contractual provisions, insurance, payment/performance guarantee, and basis of award.

2017 Pavement Overlay Program, Freehold Township, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

Scholer Park Improvements, Phase VI, Borough of Union Beach, NJ. Staff Designer responsible to prepare full set of design plans and specifications for improvements to existing park conditions including drainage improvements, resurfacing and color coating of existing hockey rink area, pavement crack repairs, and oversight of solicitation and manufacture of a new hockey rink dasher board system that was damaged as a result of the flooding from Hurricane Sandy.

Toll Brothers Reserve at Holmdel, Holmdel Township, NJ. Field Inspector for a large site development project. Responsibilities included inspection of new drainage system, new sanitary sewer system, Belgium block curb, and roadway paving. Provided daily inspection to confirm line and grade of pipe systems and structures, proper installation of pipe bedding, backfill and compaction. Prepared daily reports and provided photo documentation of each day's work effort.



Michael C. MacFarlane, PE

Senior Staff Engineer

Reconstruction of Johnson Avenue and Branch Street - Union Beach, NJ. Designed construction plans and specifications for road reconstruction in accordance with Borough and NJDOT standards. Designed basemap from survey data, horizontal and vertical alignment, grading and pavement reconstruction.

2016 Capital Improvement Program, Holmdel Township, NJ. Staff Designer responsible to prepare design plans for roadway reconstruction of South Beers Street in accordance with Township and NJDOT standards. Designed drainage improvements, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Designed basemap data for various roads utilizing existing aerial information and site investigations.

Inlet Drive Water Services Replacement, Borough of Point Pleasant Beach, NJ. Staff Designer responsible for preparing full set of design plans and specifications for a new Water Main and services on Inlet Drive. Designed new horizontal and vertical main and service location based on existing utility survey data and prepared construction schedule in order to prioritize timing to cut and cap existing water main at specified locations upon activation of new water main and connection of services.

Shore Boulevard Improvements, Borough of Keansburg, NJ. Staff Designer responsible for preparing a full set of construction plans and specifications for complete roadway reconstruction on Shore Boulevard and Woodland Avenue in accordance with Borough and NJDOT standards. Designed drainage improvements, new water main and service locations, horizontal and vertical alignment, grading and pavement reconstruction, and replacement of curbs, sidewalks, and ramps to conform to ADA Standards. Applied for and obtained Soil Erosion and Sediment Control permits. Provided inspection coverage for various drainage installation throughout the completion of the project.

Scholer Park Improvements – Phase V, Union Beach, NJ. Designed construction plans and specifications for improvements to the existing park. Improvements were funded and reviewed by Monmouth county Open Space Grant Funding Program. Design included expansion of the existing irrigation system, regrading of the park area, and upgrades to the pedestrian walkway facilities to conform with ADA standards. Design also included site layout, drainage, utilities, and landscaping.

2015 Capital Improvement Road Program, Borough of South Plainfield, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards for various roads. Designed basemaps from survey data, grading, signage, and striping.

Seaview Avenue Water Main Replacement, Keansburg, NJ. Staff Designer for the water main replacement project. Responsibilities include quantity calculations for milling, paving, concrete work, and pipe replacement; cost estimating, specification review, and contract coordination. Prepared vertical and horizontal design layout for proposed new Water Main given the estimated locations of all existing utilities and services to avoid as many conflicts as possible. Inspector for final trench repair and roadway paving of the 700-foot long water main installation project. Responsible for daily quantity tracking, asphalt compaction, and trench preparation work.

2015 Road Improvement Program, Holmdel Township, NJ. Staff Designer responsible for preparing design plans and specifications for milling and pavement overlay, drainage improvements, and replacement of curbs and sidewalk to conform to ADA Standards on Richards Way. Designed basemaps from survey data and analyzed areas of significant pavement damage in the field to determine limits of full depth base repairs.

Outfall Replacement Project – Outfalls #11 and #14, Keansburg, NJ. Designed construction plans for the \$750,000 drainage improvement project in accordance with Borough, NJDOT, and NJDEP Standards. The project included upgrades of the existing deteriorating outfall pipes from the local streets to the pump station located along the Bayfront. Design tasks included drainage alignment and profiles, milling and paving, ADA ramp design, guide rail, and new sidewalks. Project was partially funded by the Army Corp. of Engineers and was designed to meet the zoning criteria established within the ordinance with minor variance relief.



Michael C. MacFarlane, PE

Senior Staff Engineer

Toll Brothers at Bamm Hollow, Middletown, NJ. Field Inspector for a large site development project. Responsibilities included inspection of the new drainage system installation. Provided daily inspection to confirm line and grade of the new drainage line and proper installation of pipe bedding, backfill in lifts, and compaction. Verified structure inverts matched approved site plans. Prepared daily reports and provided photo documentation of each day's work effort.

Berkeley Island Shore Protection & Park Redevelopment, Ocean County, NJ. Provided final quantity check of all construction plans prior to bidding. Worked on various plan revisions to finalize the existing conditions versus proposed condition mapping. Finalized all plan sheets per review comments received from NJDEP.

Seeley Avenue Bulkhead Replacement, Keansburg, NJ. Staff Designer responsible for finalizing the design of the \$300,000 aluminum bulkhead replacement project. Prepared final mapping layout, top of wall and bottom of wall grades, and updated all bearings and distances as required for the NJDEP as part of the permit review process.

Various Heavy Highway Bids, Garden State Parkway, NJ. Collaborated with team members for structural, mill-pave, and earthwork takeoffs, and if applicable by staging, for the three NJTA Garden State Parkway Projects of 2014, including MSE Walls, slope-protection, damp-proofing and waterproofing of structures, super-elevated road sections, and digitizing roadway cross sections for cut-fill reports pertaining to earthwork related costs. Aided in the compilation and submission of the complex bids.

Various Capital Improvement Projects, Local Monmouth County Municipalities, NJ. Generated quantity takeoffs for various construction items including mill, pave, sidewalk, curb, driveways, earthwork, drainage, structures, striping, signs, plants, site restoration. Analyzed project specifications and details to better understand how specific construction items are to be installed and paid under the contract. Gathered material pricing from various subcontractors. Aided in the preparation of project bid packages. Gained insight on the competitive bidding process by attending pre-bid meetings, hand delivering bids, and attending bid openings. Communicated direct submittal of utility mark out requests to one call New Jersey prior to site construction.

Improvements to Interchanges 88 & 89, Garden State Parkway, NJ. Completed various site inspections to investigate Construction and installation of major heavy highway items as part of the NJTA efforts to reconstruct the bridges over Route 70 as part of a \$70 million contract to widen the GSP between milepost 83 and milepost 90. This construction observation included the installation of MSE Walls, Pile driving, earthwork for drainage basins, installation of steel bridge girders, installation of drainage structures, and pouring of the concrete bridge deck. Aided in the tracking and recording of field quantities upon installation of items. Communicated with foreman to monitor project scheduling.

Michael P. Keane

Civil Designer



Education

Associates of Science, Brookdale
Community College (May 2015)

Rutgers University, NJ - Bachelor of
Science in Civil Engineering (May
2019)

Skills

AutoCAD Civil, Civil 3D,
ArcMap(ArcGIS), MS-Office

Areas of Expertise Roads,
grading, utilities,
estimating, GIS mapping,
construction inspection.

Summary of Qualifications

Mr. Keane is a Civil Designer specializing in roadway design, grading, utility design, construction inspection, and private site design. Mr. Keane is versed in both public and private sector civil design projects.

Key Projects

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. The project focuses on transforming a streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown. Designed construction plans; conducted field inspections.

Water Infrastructure Upgrades, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Designed complete street redesign plans, traffic control plans, and signage and striping plans.

Court Street Historic Rehabilitation, City of Hoboken. Conceptual Design, Final Design, and Construction Management for the cobblestone street adjacent to and partially within the Central Business District Historic District. Involved in concept layouts.

Capital Improvement Plan Estimates and Mapping, City of Hoboken. ENGenuity was hired by the City to develop construction cost estimates for inclusion in the Capital Improvement Plan. The City has developed a list of projects in the various phases of planning, design, and construction to be estimated and mapped. Developed project estimates and GIS mapping.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, and an appropriate method for stabilizing the roadway base and then resetting the original historic brick. Project includes roadway reprofiling.

Washington Street Construction Phase, City of Hoboken. The project construction costs are approximately \$17M. The construction oversight commenced in December 2016 and was completed in Spring of 2019. ENGenuity is a sub-consultant on the team providing Construction Phase services during this 22-month construction project. Responsible for construction updates and mapping.

Madison, 9th, and 11th Road Reprofiting, City of Hoboken. Reprofiting of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiling, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ. Prepared plans and permits.

Office Plaza, 1228 NJSH Route 9, Howell Township. Prepared site civil design plans, SCS Permits, and exhibits for an office plaza and parking area in Howell, NJ.

Michael P. Keane

Civil Designer

Milling & Paving of Various Streets, City of Hoboken. Assisted with roadway design, striping design, grading, and details. Project includes separated bikeways and complete street upgrades.

Hoboken South Waterfront Bikeway and Walkway Project. The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Assisted with design and construction management of bikeways, railing, pavers, trees, lighting and landscaping design.

2018 DOT Municipal Aid Project, City of Hoboken. Assisted with roadway design, striping design, grading, and details. This project includes separated bike lanes and a raised intersection.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking. Designed construction plans and specifications.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. Designed site plans, including parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Sea Bright Master Plan - Housing Element & Fair Share Plan, Sea Bright, NJ. Prepared vacant land inventory, calculations, and GIS mapping for Borough of Sea Bright Housing Element and Fair Share Plan.

Minor Access Permit Application, 314 NJSH Route 34, B 11232, Old Bridge, NJ. Prepared plans and application for a Minor Access Permit for project on a state highway in Old Bridge Township, NJ.

Justin Parker

Civil Designer/Technical Entry



Summary of Qualifications

Mr. Parker is a Civil Designer specializing in roadway design, construction inspection, grading, utility layouts, and private site design. Mr. Parker is versed in both public and private sector civil design projects.

Key Projects

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. Daily field inspection for streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Water Infrastructure Upgrades, Phase II, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. The City hired ENGenuity to design the upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Assisted with design of complete street redesign plans, traffic control plans, and signage and striping plans.

2018 NJ DOT Municipal Aid Project, City of Hoboken. Assisted with roadway design, striping plans, and details.

Education

Rutgers University, NJ -
Bachelor of Science in Civil
Engineering (2020)

Skills

AutoCAD Civil, Civil 3D,
ArcMap(ArcGIS), MS-Office

Areas of Expertise Roads,
grading, utilities,
estimating, GIS mapping,
public outreach,
construction inspection.

Milling & Paving of Various Streets, City of Hoboken. Assisted with roadway design, striping plans, and details.

Hoboken South Waterfront Bikeway and Walkway Project. The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Assisted with design and construction management of walkways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project. Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

Office Plaza, 1228 NJSH Route 9, Howell Township. Prepared site civil design plans, SCS Permits, and exhibits for an office plaza and parking area in Howell, NJ.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. Designed site plans, including parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Raymond A. Ott

Civil Designer II



Skills

AutoCAD, Microstation, Civil3D

Certifications

FAA 107 UAS Pilot
 Certification. Certificate in
 Environmental Geomatics.

Areas of Expertise

Construction Inspection, CAD
 Management, Structural Design,
 Site Investigation, GIS systems

Summary of Qualifications

Mr. Ott is a construction inspector, civil designer, survey crew chief, unmanned aerial vehicle (UAV) pilot, and expert CAD technician. Mr. Ott has over 25 years of experience in the engineering, construction, environmental, GIS, and estimating fields. He has a broad knowledge of computers and various software, with over 30 certifications in GIS and AutoCAD from Rutgers and other institutions, including certification as a GIS Technician. In addition to his technical expertise in CAD and GIS systems, Mr. Ott has extensive field experience as both a land survey crew chief and UAV pilot responsible for site investigation. He has considerable experience assisting with disaster relief, emergency response, and disaster recovery efforts, working with many local, state, and federal response teams and coordinating with several major telecommunication, energy and distribution facilities for damage assessments and data collection. He has won 10 NJPLS Map contest awards, and is certified as an FAA 107 UAS Pilot. Mr. Ott's civil design experience includes roadway and site design and utility profiles. In addition to logging thousands of hours of flight time, Mr. Ott's UAV experience includes disaster response to Hurricane Florence, where he led UAV inspections of utility lines.

Selected Disaster Response Experience

Hurricane Florence, October 2018. Contracted services to Duke Energy to fly UAVs into storm ravaged areas to collect video data of damage areas to assist in telecommunication and power distribution damage assessment and accessibility for rapid repair coordination. Piloted UAV through breached levee system and pond to monitor coal ash contamination in Cape Fear. Received Letters of accommodation From Duke Energy and Maser Consulting for actions above and beyond the call of duty. Swift water rescue of two people and two horses encountered during storm damage assessment, along with verbal accommodation from North Carolina Fire, Police and Animal Control Operators witnessing rescues.

Hurricane Michael, October 2018. Contracted services to Duke Energy to fly UAVs into storm ravaged areas to collect video data of damage areas to assist in telecommunication and power distribution damage assessment and accessibility for rapid repair coordination.

Massachusetts Blizzard, March 2018. Flew UAVs into storm damaged areas to collect video data to assist in telecommunication and power distribution damage assessment and accessibility for rapid repair coordination.

Hurricane Irma, September 2017. Contracted services to Duke Energy, Sprint, and T-Mobile to fly UAVs into storm ravaged areas to collect video data of damaged areas to assist in telecommunication and power distribution damage assessment and accessibility for rapid repair coordination.

Super Storm Sandy, October 2012. Volunteered with local Police, Fire and Water Rescue teams to aid in search and rescue into areas of limited or no normal means of access.

Super Storm Sandy Aftermath, Cape May, New Jersey, 2012. Prepared roadway reconstruction design plan, storm wall design plans, and beach reconstruction and replenishment project design plans under direction of the Army Corps of Engineering.



Raymond A. Ott

Civil Designer II

Alabama Tornado Outbreak, 2011. Worked with URS Federal services to coordinate supply relief effort, organized and coordinated multiple vehicle convoy of relief supplies into storm damaged areas to assist in humanitarian relief effort. Received a Recognition of Merit award plaque for outstanding work above the normal call of duty.

Key Civil Design & Construction Inspection Projects

English Plaza & White Street Streetscape, Red Bank RiverCenter and Borough of Red Bank. Lead construction inspection for streetscape and downtown parking plaza with improved pedestrian and vehicular circulation, enhanced lighting, landscaping, organized parking, public art, and seating areas. The project is in the Special Improvement District of the downtown.

Hoboken Water Infrastructure Upgrades, Phase II, and CA&I, City of Hoboken. The City owns the drinking water transmission and distribution system, and this system is managed, operated and maintained by SUEZ Water. Designed upgrades for eight (8) areas totaling 7,035 LF with curb to curb resurfacing and complete street design. Construction inspector for roadways.

2018 DOT Municipal Aid Project, City of Hoboken. Lead construction inspector. Roadway design, striping design, and details. Project included separated bikeways, complete street design, and a raised intersection.

Milling & Paving of Various Streets, City of Hoboken. Lead construction inspector. Roadway design, striping design, and details. Project included separated bikeways, complete street upgrades.

Madison, 9th, and 11th Road Reprofilng, City of Hoboken. Reprofilng of streets raising the streets and sidewalks over 1.5 feet to address combined sewer flooding. Design included reprofiling, complete street upgrades, lighting, landscaping, public meetings, coordination with water main design and sewer design teams.

Court Street Historic Rehabilitation, City of Hoboken. Design of as 3/4-mile cobblestone street the Central Business District Historic District. Design included coordination and cross sections for over 240 properties with access considerations in this dense urban center.

Castle Point Terrace Historic Rehabilitation, City of Hoboken. Design of a historic yellow brick street adjacent to and partially within the Castle Point Historic District. The road dates from the early 1900s and is in poor condition with uneven settlement of the brick surface layer. The redesign includes reestablishing the historic yellow brick, and an appropriate method for stabilizing the roadway base and then resetting the original historic brick.

Hoboken South Waterfront Bikeway and Walkway Project The project includes state of good repair upgrades to the Hoboken waterfront walkway the overlooks the Manhattan skyline. Project includes walkways, railing, pavers, trees, lighting and landscaping design.

Traffic Review Services for Western Edge Redevelopment Project Traffic review and transportation review services for redevelopment site in Northwest Hoboken. Project reprofiles several streets abutting Northwest Park.

160 Shrewsbury Avenue, Red Bank, NJ. Site civil design, SCS Permitting, and exhibits for a three-story mixed used building with four apartments over commercial in Red Bank, NJ.

NJ DOE State Project #: 0510-050-18-1000: Branchburg Bus Maintenance Facility, Branchburg Board of Education. ENGenuity handled Site Civil Design, Shop Drawing review, and Construction Inspection for Site Civil aspects of a new bus maintenance facility for the Board of Ed. Project included detention basin and pump station, and bus parking. Designed utility maintenance paver block driveway and parking area and utilities.

Raymond A. Ott

Civil Designer II



Alteration and Renovations to the Cheltenham High School, Wyncote, Montgomery County, Pennsylvania. Site Civil Engineering Services associated with the renovations and site alterations to the Cheltenham High School, including renovation of a media center with a 1,200 SF outdoor patio area, landscaping and revisions to the sidewalk extending to the stairs. Designed dry-well storm water management system.

Office Plaza, 1228 NJSH Route 9, Howell Township. Site civil design, SCS Permitting, appearance before the Planning Board, and exhibits for an office plaza and parking area in Howell, NJ.

Manasquan Apartments, 33 Union Avenue, Manasquan, NJ. Site civil engineering services for demolishing of the existing structures on the lot, construction of a three-story apartment building with first floor parking, and a total of fourteen apartments on the second and third floors. The design includes a parking lot, lighting, drainage, utility connections, an SCS Permit, a NJDOT Minor Access Permit, a Letter of Interpretation (LOI) and a Flood Hazard Verification.

Middlesex County Engineering. Operated unmanned ground vehicle throughout pipe network to collect video data of pipe infiltration and photograph storm system washout.

Power line and sub-stations from Oyster Creek Nuclear Power Plant to Sands Point Power Plant, Lacey Township, NJ. Designed plans for construction of 67KV power transmission power line and supporting sub stations from Oyster Creek to Sands Point Power Plants. Coordinated utilization of GIS data for limiting environmental impact.

Oyster Creek Nuclear Power Plant, Lacey Township, NJ. Prepared hydrographic mapping for power plant cooling intake and output cooling canals.

Monmouth County Road Department. Designed several levees & dams following damaged from excessive rain fall during 2008 spring rainfall.

Barneget Bay Eel Grass Restoration and Cedar Creek Remediation, Ocean County, NJ. Prepared active working website for community awareness of remediation and restoration projects. Received NJDEP Outstanding design awards for both.

Asbury Park Redevelopment, Asbury Park, NJ. Prepared right of way design and concept plans.

Moss Mill Shopping Center, Bucks County, PA. UAV pilot for site investigation video for potential site improvement project.

Flanders Shopping Plaza, Flanders, NJ. UAV pilot for site construction progress request from investors.

Jersey Shore Premium Outlets, Tinton Falls, NJ. Prepared and performed construction stakeout of parking and steel super structures of eight anchor building to maintain strict build-out timeline.

Jackson Town Center, Jackson, NJ. Prepared design plans for development project including 500 housing units and 15 commercial units. Prepared active working website for community awareness of project design, progress, and overall community impact.

ShopRite shopping plazas, Monmouth County, NJ. Prepared redesign plan for multiple Saker owned shopping plazas throughout Monmouth County.

Six Flags Great Adventure, Jackson, NJ. Prepared overall site renderings and constructed stakeout out coordination for multiple attractions and improvement projects.

Xanadu Complex, Meadowlands, NJ. Prepared site concept space utilization plans.

Raymond A. Ott

Civil Designer II

Cape May Airport, Cape May, NJ. Prepared infrastructure, boundary, and as-built plans; runway and hanger redesign plan.

JFK Airport, Queens, NY. Designed concept plans for kitchen redevelopment.

Ford Motor Company Facility Update. Prepared boundary survey, space utilization plans, and concept plans.

Barnegat Light House, Little Egg Harbor Coast Guard Station, Ocean County, NJ. Prepared survey for Historic Preservation projects.

Bayman's Museum and Red Man's Indian Heritage Hall, Tuckerton, NJ. Construction coordination for site civil aspects of project.

Tuckerton Meeting House and Graveyard, Tuckerton, NJ. Prepared boundary survey based on historic documentation.

New Exit on Garden State Parkway, Sayreville, NJ. Prepared boundary survey, general property parcel plans (DOT Plan standards), remediation plans, and roadway design for "Chevalier Ave" & Main Street Extension, including Faith Fellowship Community Church, and Bass Pro Shop.

Ocean Spray Plant, Bordentown, NJ. Prepared boundary survey; construction stakeout for construction of railway safety fencing.

Carnival Cruise Ships Bayonne Terminal, Bayonne, NJ. Prepared hydrographic mapping for channel dredging.

Port Liberte, Jersey City, NJ. Prepared design plans for condominium construction, golf course design, and commercial ferry marina terminal. Prepared construction stakeout for all steel superstructures and improvements.

Burnt Fly Bog, Marlboro, NJ; Dupont Property, Edison, NJ; Picatinny Arsenal, Dover, NJ. Surveyed and documented contamination areas.

Port of Elizabeth and Port of Bayonne, Elizabeth, NJ. Prepared topographic survey.

Various School and Park Restoration Projects, Monmouth and Ocean Counties, NJ. Prepared construction bids for several proposed school and park restoration projects throughout New Jersey.

Monmouth County Fire Academy Redesign. Prepared construction plans.



RESOLUTION NO. 2020-125

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

RESOLUTION AWARDING OF A CONTRACT TO WHITFIELD SCHNEIDER ENTERPRISES FOR BOILER REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park received and opened sealed bids on February 25, 2020 for Boiler Replacement at the Wastewater Treatment Plant; and

WHEREAS, the lowest responsible and responsive bidder of the eight (8) bids received is Whitfield Schneider Enterprises in the amount of \$243,490.00; and

WHEREAS, the City Engineer, City Manager and Purchasing Agent all recommend awarding the project to Whitfield Schneider Enterprises; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts C-08-55-528-019-002 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Whitfield Schneider Enterprises in the amount of \$243,490.00

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-125 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 11th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

	BIDDER NAME							
	Estock Piping Company, LLC 569 Chesterfield-Arneytown Road Chesterfield, NJ 08515 (609) 291 - 1989	SRJ Mechanical, LLC 6 Stagecoach Way Hillsborough, NJ 08844 (908) 635 - 1151	Whitfield Schneider Enterprise, Inc. 11 Arlene Drive W. Long Branch, NJ 07764 (732) 904 - 1105	PK Welding LLC Mechanical Services 3401 D Tremley Point Road Linden, NJ 07036 (908) 928 -1002	Liberty Mechanical Contractors, Inc. 330-336 Raymond Boulevard Newark, NJ 07105 (973) 344 - 6131	Heating & Air Conditioning Desesa Engineering Company Inc. 83 Dorsa Avenue Livingston, NJ 07039 (973) 597 - 0070	Burlew Mechanical LLC 2069 Highway 35 South Amboy, NJ 08879 (732) 217 - 1571	Cypreco Industries, Inc. 1420 9th Avenue P.O. Box 822 Neptune, NJ 07753 (732) 775 - 3660
TOTAL AMOUNT BID	\$360,215.00	\$314,200.00	\$243,490.00	\$289,850.00	\$289,750.00	\$279,900.00	\$281,000.00	\$415,823.00
NOTES			Apparent low bidder and all documents appear to be in order			2nd low bidder		

Attachment: Bid Summary Boiler Replacement at the WWTP (2020-125 : Awarding of a contract to



1800 Route 34, Suite 101, Wall, New Jersey 07719

3.H.6.b

Regional Office

King of Prussia, Pennsylvania
Bethlehem, Pennsylvania
Hackettstown, New Jersey
Camden, New Jersey
Newark, New Jersey
New York, New York
Atlanta, Georgia

March 6, 2020

Ms. Tracy A. Lizardi
Director of Purchasing & Assistant CFO
CITY OF ASBURY PARK
Municipal Plaza
Asbury Park, NJ 07742

Re: Recommendation for Award
Boiler Replacement at the Asbury Park Wastewater Treatment Plant
1700 Kingsley Street
Asbury Park, NJ 07712
FPA Project No. 1443.008

Ms. Lizardi,

French & Parrello Associates (FPA) has reviewed the two lowest bids, provided by your office, received on February 25, 2020 for the boiler(s) replacement at the Asbury Park Wastewater Treatment Plant, 1700 Kingsley Street, Asbury Park, NJ 07712

Evaluation of Bids

The apparent low bidder was Whitfield Schneider Enterprises with a Total Bid Price of \$243,490.00, as compared to the FPA's Engineer's Estimate of \$392,530.00. A summary of the bids received is provided below:

1. Whitfield Schneider Enterprise, Inc.	\$243,490.00
2. Desesa Engineering Company, Inc.	\$279,900.00
3. Burlew Mechanical LLC	\$281,000.00
4. Liberty Mechanical Contractors, Inc.	\$289,750.00
5. PK Welding LLC Mechanical Services.	\$289,850.00
6. SRJ Mechanical, LLC	\$314,200.00
7. Estock Piping Company, LLC	\$360,215.00
8. Cypreco Industries, Inc.	\$415,823.00

FPA contacted the following three listed references provided by Whitfield Schneider Enterprises, Inc.:

- Jerry Tague – Monroe Twp Board of Education
- Gill Monson – Engineered Precision Casting
- Glenn Hickman – Lan Associates

All three references provided a positive recommendation.

FPA contacted Mr. Brian Paterson, President of Whitfield Schneider Enterprises, Inc. to confirm the scope of the project. Mr. Paterson stated his understanding of the project scope and is prepared to proceed.

Recommendation

It is our opinion that the bid offered by Whitfield Schneider Enterprise, Inc. is the qualified low bidder and is acceptable.

Closing

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

FRENCH & PARRELLO ASSOCIATES



Kevin Dwyer, PE
Senior Program Manager



RESOLUTION NO. 2020-126

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

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR DPW CAMERAS

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for cameras at the Department of Public Works; and

WHEREAS, price of the project is \$57,000.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

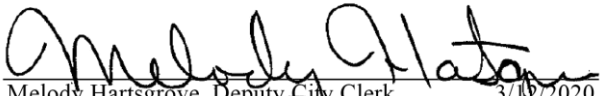
WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-169-006 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$57,000.00 for cameras at the Department of Public Works.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-126 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 11th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



One Point of Contact.
Endless Possibilities.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

February 28th, 2020

Asbury Park Police Department
One Municipal Plaza
Asbury Park, NJ 07712
Attn: Joe Dellaragione

Re: Asbury Park DPW Camera Add-On

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide Engineering & Design Services as well as all labor and materials required to complete the following. All work will be performed under the NJ Prevailing Wage Act and NJ State Contracts #T2989 & #88740.

DPW Building:

- Furnish & Install (8) Genetec Camera Licenses and Genetec Advantage
- Furnish & Install (4) Genetec Mobile App
- Furnish & Install (4) Axis P1447-LE Compact outdoor, 5MP resolution, day/night, fixed bullet camera providing Forensic WDR and Lightfinder for demanding light conditions. IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens with remote 3x optical zoom and focus. Multiple, individually configurable H.264 and Motion JPEG streams; max 5MP at 25/30 fps in 16:9 format. Axis Zipstream technology for reduced bandwidth and storage needs. Video motion detection, active tampering alarm, shock detection and corridor format. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. OptimizedIR, a power-efficient IR LED technology covering 30 meters (98 feet). Integrated bracket for easy mounting on wall and ceiling.
- Furnish & Install (4) AXIS Q6125-LE 60HZ Top of the line PTZ with IR, HDTV 1080 and 30x optical zoom, H264/265 with Zipstream and Motion JPEG. IP66 for both indoor and outdoor use, WDR. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper analytics. With its compact size and repaintable surface, it will easily blend into the surroundings. Midspan with fiber slot and RJ45 input included.
- Furnish & Install (1) 24 port Panduit Cat6 Patch Panel
- Furnish & Install (8) Cat6 Patch Cables
- Furnish & Install (8) Cat6 cables from cameras to network switch on IDF closet
- Furnish & Install (1) Meraki MS250-24P L3 Stck Cld-Mngd 24x GigE 370W PoE Switch
- Furnish & Install (1) Meraki MS250-24P Enterprise License and Support, 5YR
- Furnish & Install (2) SFP Modules
- Furnish & Install (2) Optical Patch Cords
- Installation & Configuration of LAN Switch

Project Total:

\$57,000.00

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance

C-04-55-998-169-006



RESOLUTION NO. 2020-127

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

REIMBURSEMENT AND PAYMENT TO THE BOYS & GIRLS CLUB OF MONMOUTH FOR THE INSTALLATION OF AN HVAC UNIT PURCHASED FROM AIR DYNAMIC SYSTEMS

WHEREAS, the Boys & Girls Club of Monmouth received pricing from Air Dynamic Systems for an HVAC Unit in the amount of \$17,100.00; and

WHEREAS, the total price of the equipment is 17,100.00 in which \$8550.00 has been paid to Air Dynamic Systems by the Boys & Girls Club of Monmouth; and

WHEREAS, and the remaining balance of \$8550.00 will be paid to Air Dynamic Systems by the Boys & Girls Club of Monmouth; and

WHEREAS, and this project shall be paid for with Community Development Block Grant (CDBG) funds; and

WHEREAS, \$17,100.00 will be paid to the Boys & Girls Club of Monmouth as reimbursement for an HVAC Unit.

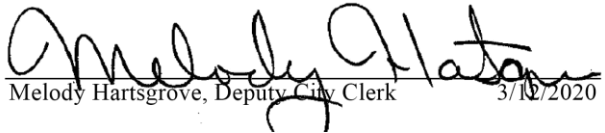
WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-74-850-850-813 of the official budget; 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 reimbursement of \$17,100 to the Boys and Girls Club of Monmouth; and

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-127 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 12th DAY OF March, 2020.


Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-128

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH 202 SEVENTH AVENUE, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4201, LOTS 3 & 4 (202-204 SEVENTH AVENUE)

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper’s agreement with the City; and

WHEREAS, the City, the Master Developer, and 202 Seventh Avenue, LLC, with offices at 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712, (the “**Entity**”) desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to demolish an existing commercial building and subsequently to develop a five-story building containing 14 condominium units (the “**Units**”), a parking garage with 23 spaces, and a rooftop deck in accordance with the project description and architectural plans attached as Exhibit ‘A’ to the Subsequent Developer Agreement (“Project Description”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4201, Lots 3 & 4 on the tax maps of the City and located at 202-204 Seventh Avenue in the Redevelopment Area (the “**Project Site**”) and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to *N.J.S.A. 40A:12A-4* must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the governing body desires to designate 202 Seventh Avenue LLC as developer and enter into the Subsequent Developer Agreement attached as Schedule 1 with the Entity for the development of a five-story building containing 14 condominium units, a parking garage with 23 spaces, and a rooftop deck; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park, The City of Asbury Park designates 202 Seventh Avenue LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with 202 Seventh Avenue, LLC (Exhibit B) for the development of 202 Seventh Avenue, Block 4201, Lots 3 & 4 as shown on the tax maps of the City of Asbury Park for the development a five-story building containing 14 condominium units, a parking garage with 23 spaces, and a rooftop deck.

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

Section 2. **Approval of the Agreement.** The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit B is hereby approved.

Section 3. **Execution of the Agreement.** The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Agreement in the form attached hereto as Exhibit B and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

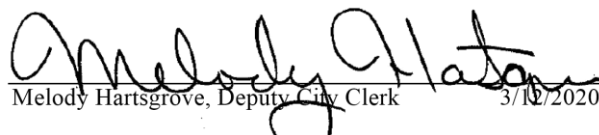
Section 4. **Attestation and Sealing of the Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

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

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of Subsequent Developer's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Subsequent Developer Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-128 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 12th DAY OF March, 2020.



Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT A

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

202 SEVENTH AVENUE, LLC, AS SUBSEQUENT DEVELOPER

Dated: _____, 2020

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ 2020 by and between

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

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

202 Seventh AVENUE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF _____ with principal offices located at 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to demolish an existing commercial building and subsequently to develop a five-story building containing 14 condominium units (the “**Units**”), a parking garage with 23 spaces, and a rooftop deck in accordance with the project description and architectural plans attached as Exhibit ‘A’ (“Project Description”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4201, Lots 3 & 4 on the tax maps of the City and located at 202-204 Seventh Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project,

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

ARTICLE 1 DEFINITIONS

1.01 **Definitions.** As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Act” shall be defined as set forth in the preamble.

“Actual Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

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

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

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and “Commence Construction” shall mean any activity associated with construction of the Project on the Project Site.

“Completion of Construction” and “Complete Construction” shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual Units within the Project.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Deficiency Amount” shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law.

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

“Governing Body” shall be defined as set forth in the preamble.

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

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

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

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgagee” shall mean an Institution which holds a Mortgage on the Project Site.

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

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

“Pledged Special Assessment” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in the preamble.

“Project Date” shall be defined as set forth in the preamble.

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Projected Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“RAB Law” shall be defined as the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*

“RABs” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“Sewer Connection Fee” shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City’s Rate Schedule in effect at the time that service is requested.

“Special Assessment Agreement” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master

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Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

“Surplus Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Transfers” shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Units” shall be defined as set forth in the preamble.

“Workforce Information Session” shall be as set forth in Section 3.02(l)i of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its

obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

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

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and

Restated Redeveloper and Land Disposition Agreement,” approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled “AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF,” (the “**Original Infrastructure Ordinance**”), as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Infrastructure Ordinance**”); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

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

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

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

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

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

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation (Residents of Asbury Park) in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project. Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

3.04 Effect of Covenants. (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and

in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule annexed hereto as Exhibit 'B' and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government

Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date (“**Outside Approvals Date**”), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. No later than 180 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction for the Project. Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

~~(b)~~ (a) Sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein ~~to be paid to the master developer and and~~ does not exempt the entity from paying a municipal sewer connection fee; ~~and~~

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~~(c)~~ (b) In addition, the Entity shall pay a ~~m~~Municipal ~~s~~Sewer ~~C~~onnection ~~F~~ee as calculated by the City Engineer to be paid to the City before construction permits are issued; ~~and~~

~~(d)~~ (c) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

~~(e)~~(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

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- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to N.J.S.A. 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original

Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.

- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.
- (iv) If the RAB purchaser determines to fund capitalized interest for uses during the construction period (in accordance with Section 6.01(d)(ii)). The Parties hereby agree that the first principal installment of the special assessment under the Special Assessment Agreement shall be payable on the first interest payment date of the RABs on or after the first day of the month immediately following the earlier of: (A) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (B) the expenditure of all capitalized interest available to pay interest on the RABs. The Parties hereby further agree that the interest on the special assessment under the Special Assessment Agreement shall be payable during the capitalized interest period of each interest payment date from the capitalized interest raised as a portion of the RAB proceeds. As set forth in Section 6.01(d)(ii), the actual construction period (not to exceed two (2) years) for capitalized interest shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(iv) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.
- (v) If the RAB purchaser determines to accrue interest during the construction period (in accordance with Section 6.01(d)(ii)). The Parties hereby agree that the first principal installment of the special assessment under the Special Assessment Agreement shall be payable on the first interest payment date of the RABs on or after the first day of the month immediately following the eligibility of a Unit for the issuance of a Certificate of Occupancy. The Parties hereby further agree that the interest on the special assessment under the Special Assessment Agreement shall accrue during the construction period, and be payable on a current basis thereafter, commencing on the first interest payment date of the RABs on or after the first day of the month immediately following the eligibility of a Unit for the issuance of a Certificate of Occupancy. As set forth in Section 6.01(d)(ii), the actual construction period (not to exceed two (2) years) for the accrual of interest shall be selected by the

Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(v) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.

- (vi) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer

Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "**Transfers**") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the

issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
 - (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
 - (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
 - (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. ("RABs").
- (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction period (not to exceed two (2) years) for either capitalized interest, or the accrual of interest, as

applicable (accrual v. funding to be determined by the RAB purchaser) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(ii) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.

- (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by the Parties.
- (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the "Actual Pledged Special Assessments") is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the "Projected Pledged Special Assessments," and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the "Surplus Pledged Special Assessments"), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

- (a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one

which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, (ii) assert or impose

liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity, or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

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

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

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder

or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan.

The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 **Mortgage Financing.** Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 **Completion of Project by Mortgagee.** Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any

purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer

Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

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

9.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

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

9.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.09 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.10 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the

addressee's refusal to accept delivery. The terms of this Section 9.14 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.14 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent. ..

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
City Clerk

By: _____
John Moor
Mayor
Date: _____

202 SEVENTH AVENUE, LLC

Witness:

By: _____, Managing Member

By: _____
[name]
[title]
Date: _____

ASBURY PARTNERS, LLC

By: _____

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EXHIBIT A**Project Description and Architectural Renderings**

Exhibit A

**202 Seventh Avenue, LLC
202 Seventh Avenue
Asbury Park, NJ
Block 4201, Lots 3 & 4**

NARRATIVE AND PROJECT DESCRIPTION

1. The project consists of 14 for sale condominiums. The project includes a 5 story (70 feet in total height) building with a roof-top deck. There will be a garage on the ground floor, and housing units above, with a mezzanine level at the top floor. The garage will have 23 parking spaces.
2. The project site (Block 4201, Lots 3 and 4) consists of an empty lot and a commercial building, which is to be demolished as part of the project.
3. The proposed building is a podium building, and the parking garage will be concrete and steel. The balance of the building (floors 2-4) will be conventional wood framing.
4. The exterior façade will consist of hardiplank siding and nichiha panels.
5. Building amenities include a first-floor lobby with a sitting area and room for bicycles, beach chairs, umbrellas, and surf boards.
6. The roof-top deck will have lounge chairs, tables, a barbeque, dishwasher, counter, and sink, but will not have a bar.
7. The building will be 80 feet wide and 130 feet deep.
8. There will be 6 - 1,500 square foot units (2 bedrooms) with 2 each on floors 2-4. There will be 6 - 1,750 units (2 bedrooms), with 2 each on floors 2-4. The 4th floor will have 2 – 2/3 bedroom units which are approximately 2,600 square feet with 1,200 square foot roof decks. The livable square feet in the building is 24,800. Each unit will have a balcony.
9. The project will not be restricted by age group.

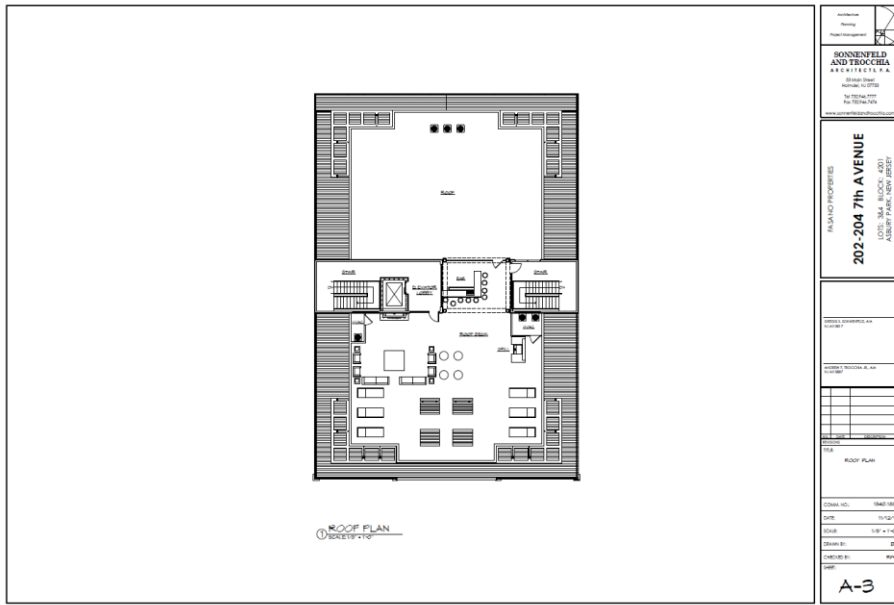
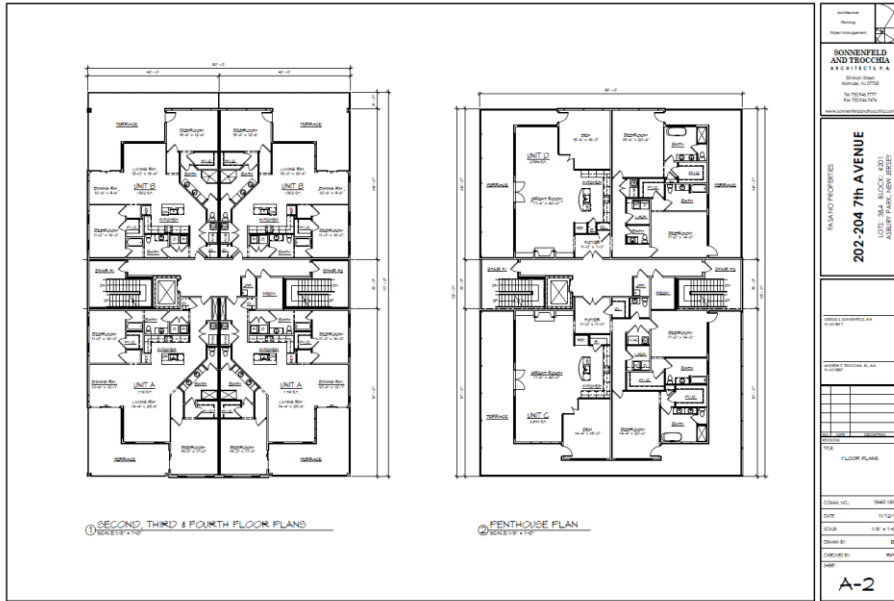
10. The wall / fence / gate heights and materials will comply with prevailing redevelopment plan requirements and shall not exceed four feet in height. Fencing shall be an open metal style.
11. The streetscape and landscaping improvements will comply with prevailing redevelopment plan requirements.
12. The building materials will be consistent with the Waterfront Redevelopment Plan, as amended and shall consist primarily of fiber cement panels.
13. It is anticipated that the project will need 1 variance or exception. Specifically, the prevailing lot size (per the redevelopment plan), is 15,000 square feet; whereas, the subject parcel contains 13,750 square feet.





SONNENFELD + TROCCHIA
ARCHITECTS, P.A.
35 MAIN STREET, HIGHTSTOWN, NJ 08520-5401 | 732.846.1777 | www.st-architects.com

FASANO 7TH AVE - ASSURPT PARK, NJ
NOVEMBER 12, 2019



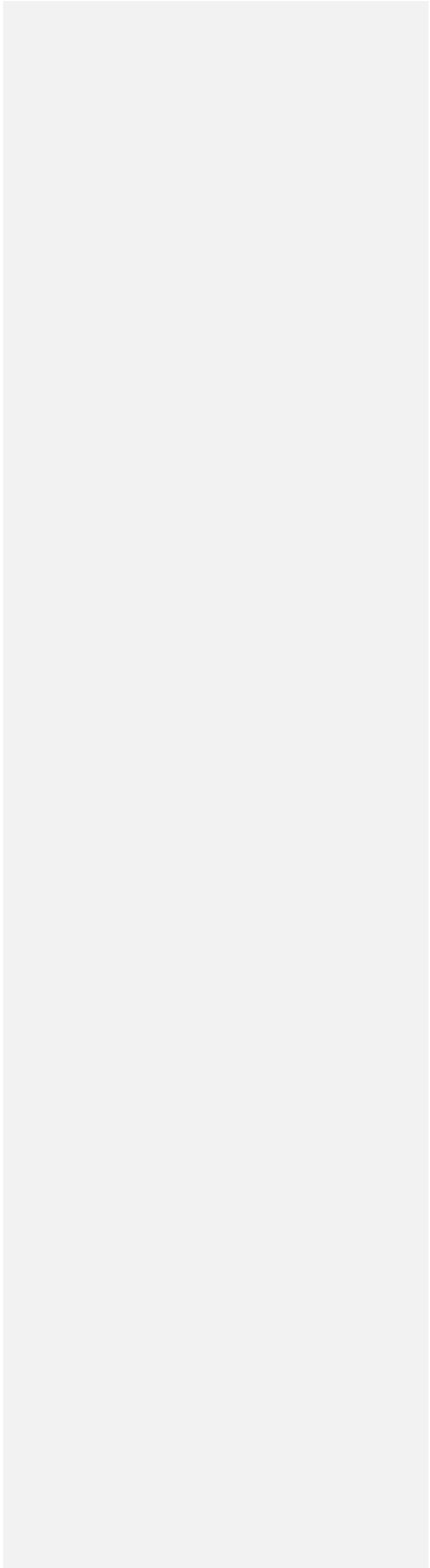


EXHIBIT B**Project Schedule****202 Seventh Avenue, LLC****202 Seventh Avenue****Asbury Park, NJ****Block 4201, Lots 3 & 4****APPROVAL / CONSTRUCTION TIMEFRAME**

The Subsequent Developer Agreement contains an anticipated approval / construction timeframe.

The Subsequent Developer will comply with the timeframes set forth in the Subsequent Developer Agreement.

Anticipated timeframes associated with the approval / construction process include the following:

Anticipated submission to Asbury Park Planning Board:	Within 60 days of Subsequent Developer appointment and full execution of the Subsequent Developer Agreement by all parties.
Anticipated Public Hearing before the Asbury Park Planning Board:	Special meeting to be requested within 5 business days of submission of Planning Board Application.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval being published.
Anticipated commencement of	Within 7 months of approval and full execution of Financial / Special

construction:	Assessment Agreements.
Anticipated project completion date:	Per the Subsequent Developer Agreement, the outside project completion date is no later than 12/14/2023.

EXHIBIT 1**Declaration of Covenants and Restrictions****DECLARATION OF
COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions ("Declaration"), is made this _____ day of _____, 2020, by 202 Seventh Avenue, LLC, having its office at 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712 (the "Entity")

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the "City") acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is

on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 4201, Lots 3 &4 on the tax maps of the City and located at 202 Seventh Avenue in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with fourteen (14) residential condominium units, a ground level parking garage, and a roof-top deck (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(d) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(e) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(f) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(g) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(h) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or

proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(i) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(j) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(k) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(l) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(m) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(n) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(o) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(p) **Opportunities for Women and Minorities in Construction Jobs:** The

Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(q) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(r) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(s) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(t) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(u) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the

Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(v) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4201, Lots 3 & 4 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A [*to provide legal description*].

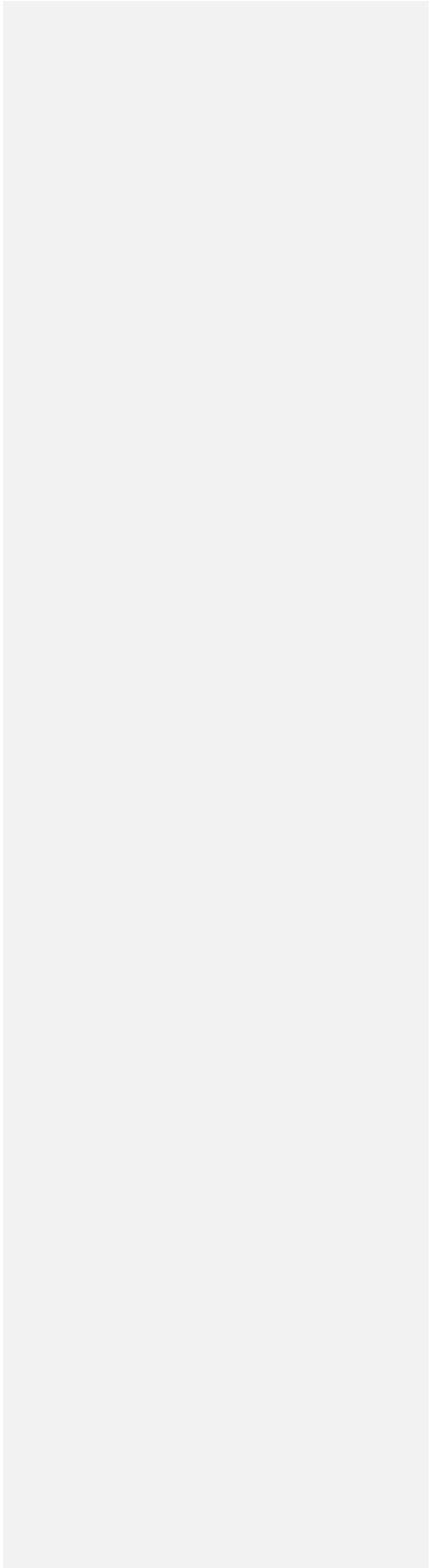
Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall

cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

(remainder of page is intentionally blank)



(Signature page to Declaration of Covenants and Restrictions)

Regional Development Group, LLC

By: _____

, Managing Member

STATE OF NEW JERSEY :

:ss:

COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2020 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of 202 Seventh Avenue, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

EXHIBIT 2

Assumed Unit Pricing

1. The 1,502 square foot units at the rear of Floors 2-4 of which there are 6 will be priced at \$555,000.00.
2. The 1,716 square foot units at the front of the Building on Floors 2-4 will be priced at \$700,000.00
3. The Penthouse at the rear of the Building on Floor 5 is 2,584 square feet and will be priced at \$1,060,000.00
4. The Penthouse at the front of the Building on Floor 5 is 2,670 square feet and will be priced at \$1,150,000.00



RESOLUTION NO. 2020-129

**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 CONCEPTUAL APPROVAL TO 202 SEVENTH AVENUE, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK 4201, LOTS 3 & 4; 202-204 SEVENTH AVENUE, 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 “**Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permits a developer other than the Master Developer to enter into a subsequent redeveloper’s agreement with the city; and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to N.J.S.A. 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the City by resolution has designated 202 Seventh Avenue, LLC, with offices at 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712 ,(the “**Entity**”) as a Subsequent Developer and authorized the execution of a Subsequent Developer Agreement between the City, Master Developer, and the Entity, which agreement is annexed hereto as Exhibit A; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to demolish an existing commercial building and subsequently to develop a five-story building containing 14 condominium units (the “**Units**”), a parking garage with 23 spaces, and a rooftop deck in accordance with a presentation

to the municipal council on December 14, 2019 (the “**Project**”) on property identified as Block 4201, Lots 3&4 on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

WHEREAS, the Entity’s Project complies with the Redevelopment Plan except for waivers to be granted by the planning board sought for balcony design and materials, fence and wall height, and location of HVAC equipment; and

WHEREAS, the City’s Technical Review Committee (the “TRC”) reviewed the Project at a meeting held on September 16, 2019 and November 17, 2019; and

WHEREAS, the City Director of Planning and Redevelopment has reviewed the application and has issued a Memo dated December 4, 2019 and attached hereto as Exhibit B, recommended that the Mayor and Council, acting as Redevelopment Entity, grant conceptual approval of the Project, and further that recommendations of the TRC and her additional recommendations be incorporated; and

WHEREAS, the Entity presented the Project and reviewed the plans with the Mayor and Council at the workshop session on December 14, 2019 and

WHEREAS, the Mayor and City Council, acting as the city’s Redevelopment Entity, wish to set forth their conceptual approval for the Entity’s Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendations of the City Director of Planning and Redevelopment and the TRC in the Director’s memo dated December 14, 2019.

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 Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.
3. The Mayor and Council, recommend that the Planning Board take into regard the following site recommendations of the TRC and the Director of Planning and Redevelopment:
 - a. Full site plan including streetscape and landscaping and architectural plans with colors and materials labeled, must be submitted before referral to the planning board.
 - b. A bar is shown on the roof deck and should be removed.
 - c. Wall, fence and gate height must be lowered to four feet in height.
 - d. All building materials must be materials listed in the redevelopment plan.
 - e. Streetscape and landscaping plan must comply with the standards of the redevelopment plan.

4. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-129 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT A

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

**THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER**

AND

202 SEVENTH AVENUE, LLC, AS SUBSEQUENT DEVELOPER

Dated: _____, 2020

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ 2020 by and between

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

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

202 Seventh AVENUE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF _____ with principal offices located at 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to demolish an existing commercial building and subsequently to develop a five-story building containing 14 condominium units (the “**Units**”), a parking garage with 23 spaces, and a rooftop deck in accordance with the project description and architectural plans attached as Exhibit ‘A’ (“Project Description”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4201, Lots 3 & 4 on the tax maps of the City and located at 202-204 Seventh Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project,

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

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Act” shall be defined as set forth in the preamble.

“Actual Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

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

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

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and “Commence Construction” shall mean any activity associated with construction of the Project on the Project Site.

“Completion of Construction” and “Complete Construction” shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual Units within the Project.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Deficiency Amount” shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law.

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

“Governing Body” shall be defined as set forth in the preamble.

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

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

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

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgagee” shall mean an Institution which holds a Mortgage on the Project Site.

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

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

“Pledged Special Assessment” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in the preamble.

“Project Date” shall be defined as set forth in the preamble.

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Projected Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“RAB Law” shall be defined as the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*

“RABs” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“Sewer Connection Fee” shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City’s Rate Schedule in effect at the time that service is requested.

“Special Assessment Agreement” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master

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Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

“Surplus Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Transfers” shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Units” shall be defined as set forth in the preamble.

“Workforce Information Session” shall be as set forth in Section 3.02(l)i of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its

obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

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

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and

Restated Redeveloper and Land Disposition Agreement,” approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled “AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF,” (the “**Original Infrastructure Ordinance**”), as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Infrastructure Ordinance**”); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

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

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

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

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

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

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation (Residents of Asbury Park) in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project. Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

3.04 Effect of Covenants. (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and

in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule annexed hereto as Exhibit 'B' and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government

Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date (“**Outside Approvals Date**”), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. No later than 180 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction for the Project. Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

~~(b)~~ (a) Sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein ~~to be paid to the master developer and and~~ does not exempt the entity from paying a municipal sewer connection fee; and

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~~(c)~~ (b) In addition, the Entity shall pay a ~~m~~Municipal ~~s~~Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued; and

~~(d)~~ (c) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

~~(e)~~(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

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- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to N.J.S.A. 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original

Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.

- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.
- (iv) If the RAB purchaser determines to fund capitalized interest for uses during the construction period (in accordance with Section 6.01(d)(ii)). The Parties hereby agree that the first principal installment of the special assessment under the Special Assessment Agreement shall be payable on the first interest payment date of the RABs on or after the first day of the month immediately following the earlier of: (A) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (B) the expenditure of all capitalized interest available to pay interest on the RABs. The Parties hereby further agree that the interest on the special assessment under the Special Assessment Agreement shall be payable during the capitalized interest period of each interest payment date from the capitalized interest raised as a portion of the RAB proceeds. As set forth in Section 6.01(d)(ii), the actual construction period (not to exceed two (2) years) for capitalized interest shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(iv) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.
- (v) If the RAB purchaser determines to accrue interest during the construction period (in accordance with Section 6.01(d)(ii)). The Parties hereby agree that the first principal installment of the special assessment under the Special Assessment Agreement shall be payable on the first interest payment date of the RABs on or after the first day of the month immediately following the eligibility of a Unit for the issuance of a Certificate of Occupancy. The Parties hereby further agree that the interest on the special assessment under the Special Assessment Agreement shall accrue during the construction period, and be payable on a current basis thereafter, commencing on the first interest payment date of the RABs on or after the first day of the month immediately following the eligibility of a Unit for the issuance of a Certificate of Occupancy. As set forth in Section 6.01(d)(ii), the actual construction period (not to exceed two (2) years) for the accrual of interest shall be selected by the

Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(v) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.

- (vi) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer

Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "**Transfers**") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the

issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
 - (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
 - (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
 - (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. ("RABs").
- (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction period (not to exceed two (2) years) for either capitalized interest, or the accrual of interest, as

applicable (accrual v. funding to be determined by the RAB purchaser) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(ii) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.

- (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by the Parties.
- (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the "Actual Pledged Special Assessments") is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the "Projected Pledged Special Assessments," and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the "Surplus Pledged Special Assessments"), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

- (a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one

which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, (ii) assert or impose

liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity, or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

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

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

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder

or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan.

The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any

purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer

Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

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

9.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

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

9.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.09 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.10 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the

addressee's refusal to accept delivery. The terms of this Section 9.14 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.14 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent. ..

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____

City Clerk

By: _____

John Moor

Mayor

Date: _____

202 SEVENTH AVENUE, LLC

Witness:

By: _____, Managing Member

By: _____

[name]

[title]

Date: _____

ASBURY PARTNERS, LLC

By: _____

S:\KevinKennedyLaw\Land Use\Fasano Properties (Asbury Park)\Developer's Agreement.doc

EXHIBIT A**Project Description and Architectural Renderings**

Exhibit A

**202 Seventh Avenue, LLC
202 Seventh Avenue
Asbury Park, NJ
Block 4201, Lots 3 & 4**

NARRATIVE AND PROJECT DESCRIPTION

1. The project consists of 14 for sale condominiums. The project includes a 5 story (70 feet in total height) building with a roof-top deck. There will be a garage on the ground floor, and housing units above, with a mezzanine level at the top floor. The garage will have 23 parking spaces.
2. The project site (Block 4201, Lots 3 and 4) consists of an empty lot and a commercial building, which is to be demolished as part of the project.
3. The proposed building is a podium building, and the parking garage will be concrete and steel. The balance of the building (floors 2-4) will be conventional wood framing.
4. The exterior façade will consist of hardiplank siding and nichiha panels.
5. Building amenities include a first-floor lobby with a sitting area and room for bicycles, beach chairs, umbrellas, and surf boards.
6. The roof-top deck will have lounge chairs, tables, a barbeque, dishwasher, counter, and sink, but will not have a bar.
7. The building will be 80 feet wide and 130 feet deep.
8. There will be 6 - 1,500 square foot units (2 bedrooms) with 2 each on floors 2-4. There will be 6 - 1,750 units (2 bedrooms), with 2 each on floors 2-4. The 4th floor will have 2 – 2/3 bedroom units which are approximately 2,600 square feet with 1,200 square foot roof decks. The livable square feet in the building is 24,800. Each unit will have a balcony.
9. The project will not be restricted by age group.

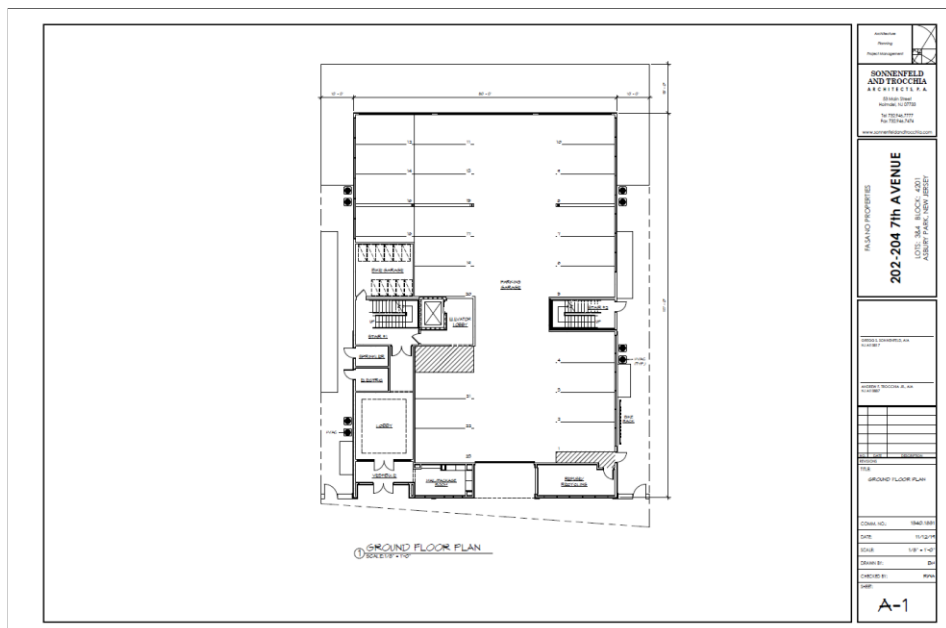
10. The wall / fence / gate heights and materials will comply with prevailing redevelopment plan requirements and shall not exceed four feet in height Fencing shall be an open metal style.
11. The streetscape and landscaping improvements will comply with prevailing redevelopment plan requirements.
12. The building materials will be consistent with the Waterfront Redevelopment Plan, as amended and shall consist primarily of fiber cement panels.
13. It is anticipated that the project will need 1 variance or exception. Specifically, the prevailing lot size (per the redevelopment plan), is 15,000 square feet; whereas, the subject parcel contains 13,750 square feet.

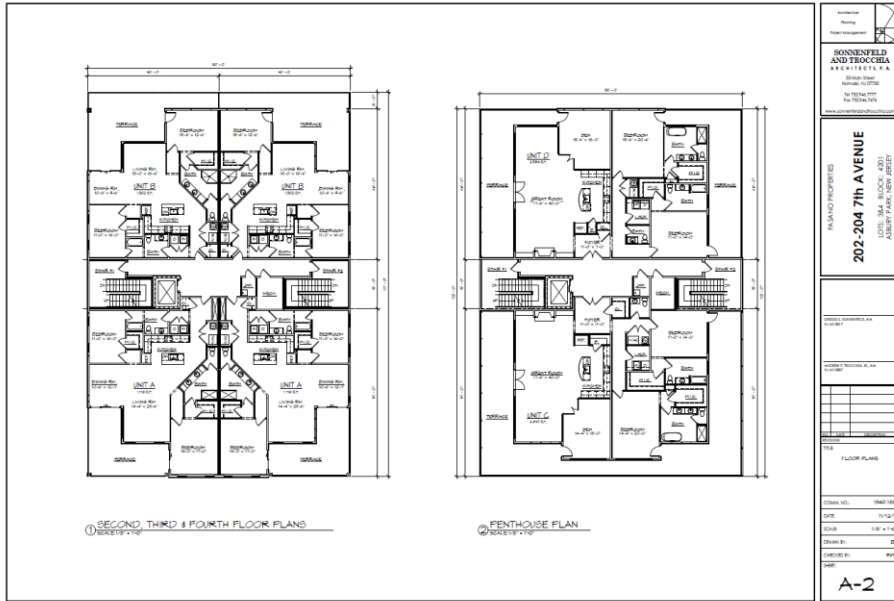




 **SONNENFELD + TROCCHIA**
ARCHITECTS, P.A.
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FASANO 7TH AVE - ASSURPT PARK, NJ
NOVEMBER 12, 2019





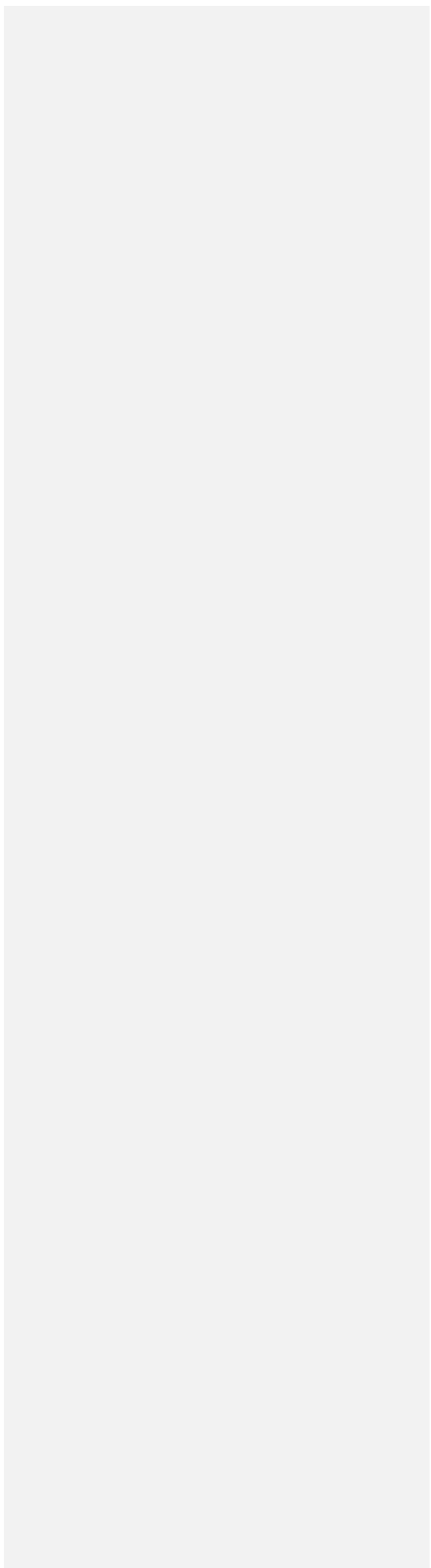


EXHIBIT B**Project Schedule****202 Seventh Avenue, LLC****202 Seventh Avenue****Asbury Park, NJ****Block 4201, Lots 3 & 4****APPROVAL / CONSTRUCTION TIMEFRAME**

The Subsequent Developer Agreement contains an anticipated approval / construction timeframe.

The Subsequent Developer will comply with the timeframes set forth in the

Subsequent Developer Agreement.

Anticipated timeframes associated with the approval / construction process include the following:

Anticipated submission to Asbury Park Planning Board:	Within 60 days of Subsequent Developer appointment and full execution of the Subsequent Developer Agreement by all parties.
Anticipated Public Hearing before the Asbury Park Planning Board:	Special meeting to be requested within 5 business days of submission of Planning Board Application.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval being published.
Anticipated commencement of	Within 7 months of approval and full execution of Financial / Special

construction:	Assessment Agreements.
Anticipated project completion date:	Per the Subsequent Developer Agreement, the outside project completion date is no later than 12/14/2023.

EXHIBIT 1**Declaration of Covenants and Restrictions****DECLARATION OF
COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions ("Declaration"), is made this _____ day of _____, 2020, by 202 Seventh Avenue, LLC, having its office at 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712 (the "Entity")

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the "City") acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is

on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 4201, Lots 3 &4 on the tax maps of the City and located at 202 Seventh Avenue in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with fourteen (14) residential condominium units, a ground level parking garage, and a roof-top deck (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(d) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(e) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(f) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(g) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(h) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or

proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(i) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(j) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(k) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(l) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(m) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(n) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(o) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(p) **Opportunities for Women and Minorities in Construction Jobs:** The

Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(q) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(r) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(s) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(t) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(u) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the

Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(v) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4201, Lots 3 & 4 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A [*to provide legal description*].

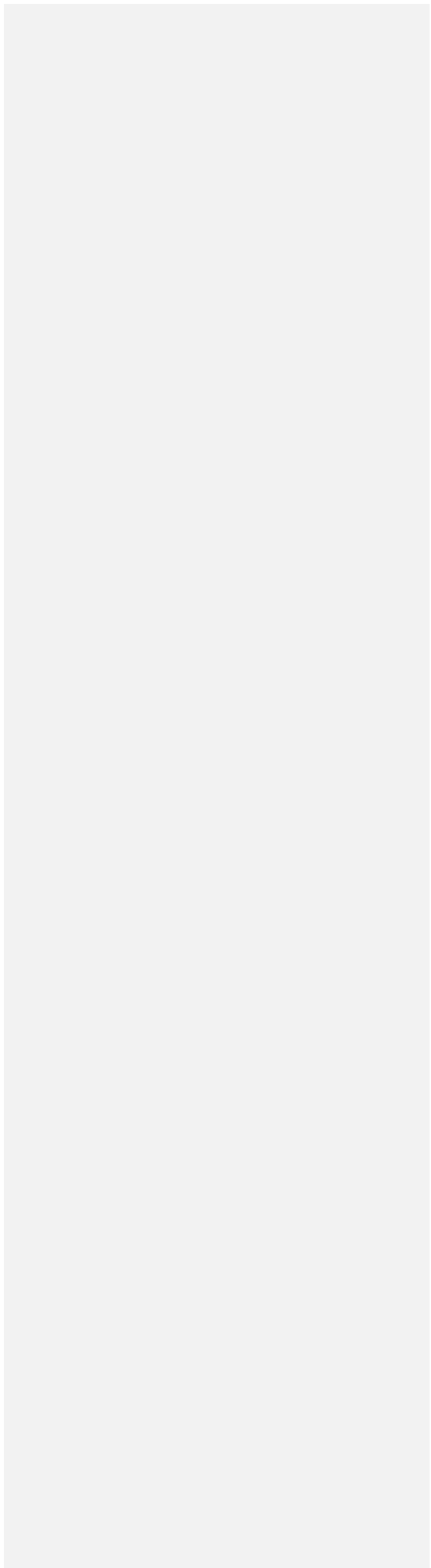
Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall

cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

(remainder of page is intentionally blank)



(Signature page to Declaration of Covenants and Restrictions)

Regional Development Group, LLC

By: _____

, Managing Member

STATE OF NEW JERSEY :

:ss:

COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2020 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of 202 Seventh Avenue, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

EXHIBIT 2

Assumed Unit Pricing

1. The 1,502 square foot units at the rear of Floors 2-4 of which there are 6 will be priced at \$555,000.00.
2. The 1,716 square foot units at the front of the Building on Floors 2-4 will be priced at \$700,000.00
3. The Penthouse at the rear of the Building on Floor 5 is 2,584 square feet and will be priced at \$1,060,000.00
4. The Penthouse at the front of the Building on Floor 5 is 2,670 square feet and will be priced at \$1,150,000.00

Exhibit B

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

DONNA M. VIEIRO, INTERIM CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

To: Donna Vieiro, Interim City Manager
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment
CC: Mayor and Council
Joseph Maraziti, Esq., Redevelopment Counsel
Kevin Kennedy, Esq., Applicant's Attorney
Date: December 4, 2019
Re: 202 Seventh, LLC
202 Seventh Avenue
Block 4201, Lots 3 & 4
Conceptual Review

Project Description

The applicant proposes to construct a five story, 14 unit apartment building with parking within the building's ground level on a site on the south side of Seventh Avenue near Kingsley Street. The property is an assemblage of two lots totaling approximately 13,650 sf. with approximately 100 feet of street frontage on the south side of Seventh Avenue. One of the lots is currently developed with a commercial building and the other is vacant.

The 14 proposed units has a density of 44.7 dwelling units per acre. Twelve (12) two-bedroom units and two (2) units that are two-bedrooms plus a den are proposed. The building is five stories (4 housing / 1 garage) plus roof deck. The roof deck is available and accessible to all units. Twenty three (23) parking spaces are proposed; four (4) of the parking spaces are tandem. The building is primarily Hardiplank cement board and cement stucco with a flat roof. HVAC condensers are in the side yards and the roof. Building coverage is unclear, but must not exceed 90%. No landscaping plan was presented.

Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

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

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

Zoning Considerations

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

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

The following design requirements are not met:

1. Under no circumstances shall the windows be installed flush with the outer surface of the façade. Installation should be flush with the interior wall.
2. Windows shall be single, double triple-hung or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4-inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows).
3. Window- sills should be provided, and lintels maybe shown, but the window sill should slightly overlap the width of the window opening, without projecting more than two inches.
4. Doors shall be side hinged (no sliders). Sliding and awning windows shall not be permitted.
5. Building Walls shall show no more than two materials in addition to the basement or undercroft.

These design waivers are acceptable as they do not detract from the architecture or the intent of the design guidelines.

The applicant needs to address the following design waivers.

1. Balconies are elements of the vernacular, but they must be used sparingly. This pertains to indented balconies (loggias) or to cantilevered ones. The effect of a façade saturated with balconies is no less disruptive than an all-glass building.
 - a. **Each unit contains a substantial balcony (labeled as terrace on the plans) area. The applicant's architect needs to describe how the terraces contribute to the architecture of the building.**
2. Balconies may have masonry or metal parapets. They shall be detailed so that the 42-inch required railing height is re-proportioned by a separation of the grille and the handrail, or by some such method. The balconies details shall be provided in a larger scale.
 - a. **The building has indented loggia areas with the required 42-inch railing height, which appears to be constructed with a combination of metal and plexiglass. Detailed description of the materials need to be provided.**
3. Yard Fences (for side and rear yards) shall be made of closed wood boards, masonry, trellis, lattice or some combination thereof. Fences may have stucco, brick or stone bases and columns between other materials.
 - a. **The applicant is proposing either an open metal style or vinyl fencing. It is unclear from the left and right perspectives. Vinyl fencing is unacceptable. Fence and wall height must be lowered to four feet.**
4. Yard equipment, including HVAC, utility meters, clotheslines, satellite dishes, play equipment, hot tubs, and the like shall be permitted at rear yards only.
 - a. **HVAC equipment is proposed along both sides of the building.**

Director Comments and Recommendations

The total height of the building including the stair towers and the elevator penthouse is unclear and must be clarified. Full site plan including streetscape and landscaping and architectural plans with colors and materials labeled, must be submitted before referral to the planning board.

A bar is shown on the roof deck and should be removed.

Wall, fence and gate height must be lowered to four feet in height.

All building materials must be materials listed in the redevelopment plan.

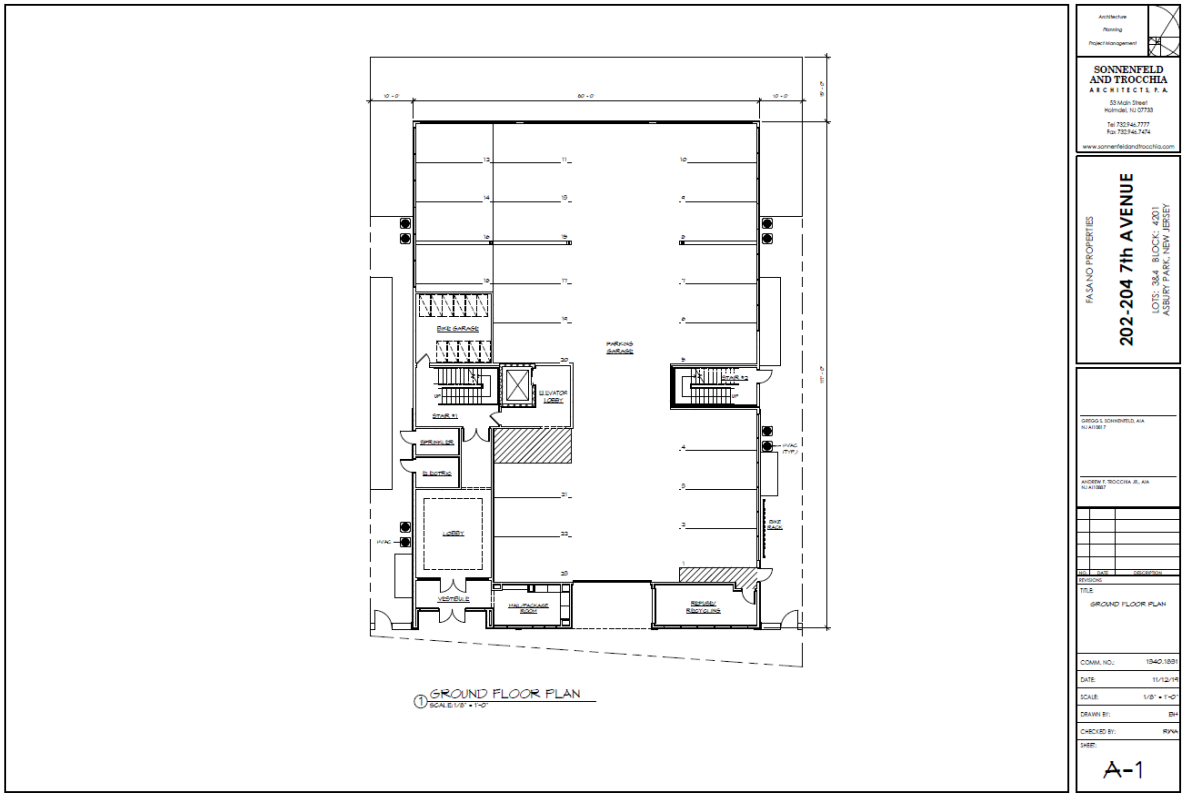
Streetscape and landscaping plan must comply with the standards of the redevelopment plan.



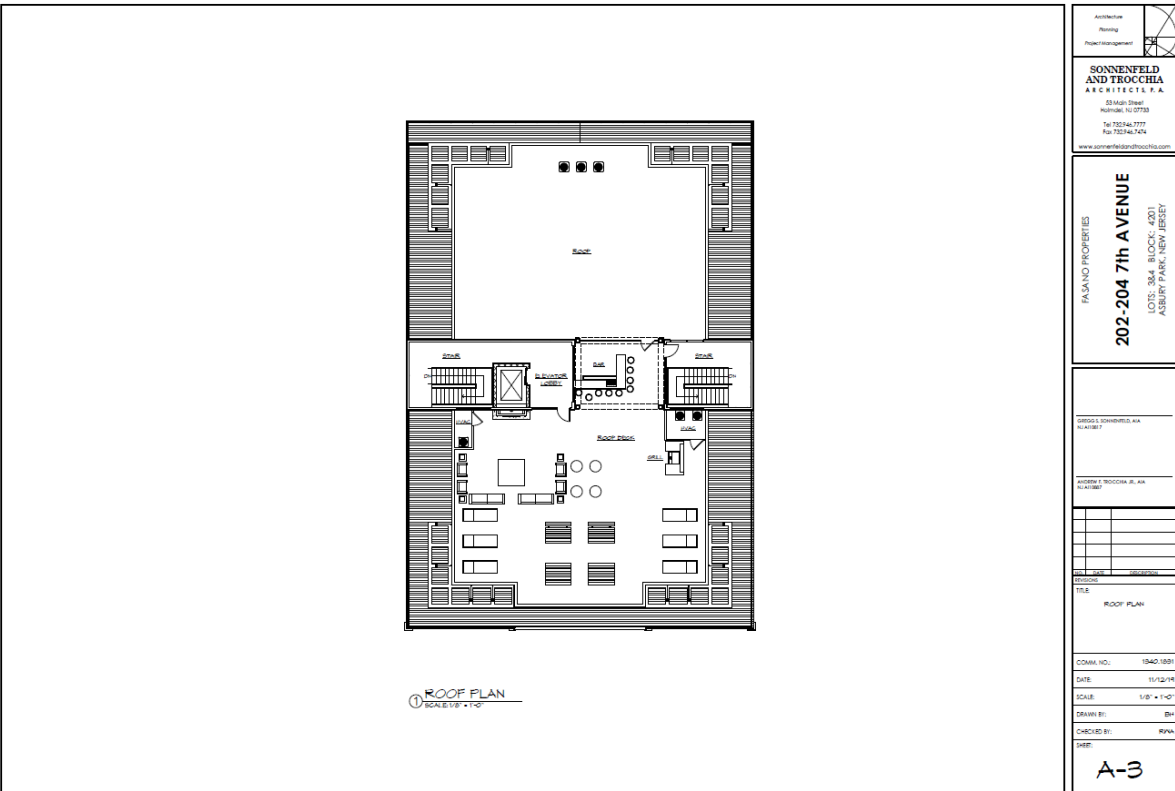
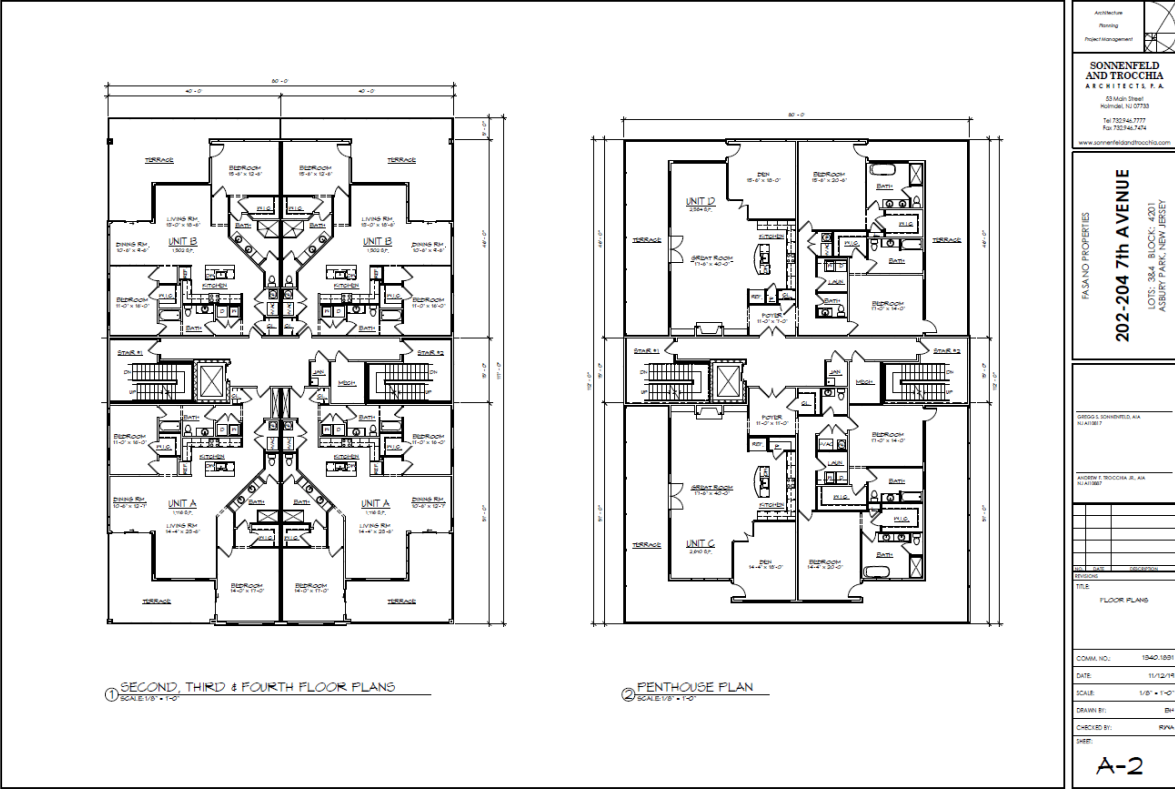


SONNENFELD + TROCCHIA
ARCHITECTS, P.A.
53 Main Street, Holmdel, NJ | 732.946.7777 | www.st-architects.com

FASANO 7TH AVE - ASBURY PARK, NJ
NOVEMBER 12, 2019



Architectural Planning Project Management	SONNENFELD AND TROCCHIA ARCHITECTS, P.A. 53 Main Street Holmdel, NJ 07733 Tel: 732.946.7777 Fax: 732.946.7424 www.st-architects.com
FASANO PROPERTIES 202-204 7th AVENUE LOTS: 38.4 BLOCK: 4001 ASBURY PARK, NEW JERSEY	
BRUCE L. SONNENFELD, AIA PLA 104387	
ANDREW T. TROCCHIA, AIA PLA 101387	
TITLES	
GROUND FLOOR PLAN	
CONV. NO.	1840-1851
DATE	11/12/19
SCALE	1/8" = 1'-0"
DRAWN BY	BN
CHECKED BY	RVA
DATE	
A-1	





RESOLUTION NO. 2020-130

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

APPOINTING MEMBERS TO THE PLANNING BOARD (CLASS IV)

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

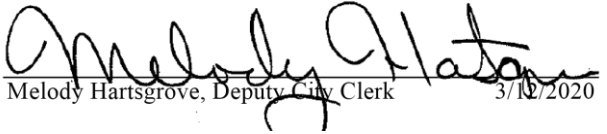
WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members).

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. That, effective as of March 12th 2020, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Alternate#1** member(s) of the Planning Board:
 - Eric Galipo- Term to expire on **December 31, 2021**
2. That a certified copy of this Resolution shall be provided to each appointed member, Planning Board Secretary and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-130 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

CERTIFIED BY ME THIS 12th DAY OF March, 2020.



Handwritten signature of Melody Hartsgrrove in black ink, written over a horizontal line.

Melody Hartsgrrove, Deputy City Clerk

3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

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



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

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

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

NAME Eric Galipo

HOME ADDRESS 908 5th Avenue Asbury Park, NJ 07712

PHONE 646.549.0044 EMAIL eric.galipo@gmail.com

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

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

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

Asbury Park Zoning Board, Member
Sunset Lake Park Conservancy, Trustee
Asbury Park Complete Street Coalition, Founding Member

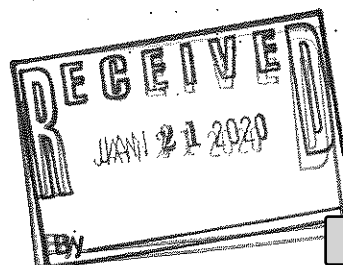
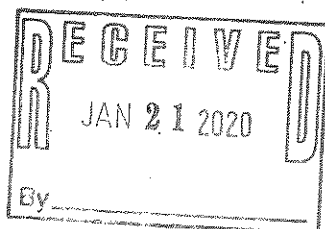
EDUCATION

North Carolina State University, 1999 (Bachelor of Science, Chemistry/Biochemistry)
New York University, 2006, Master of Urban Planning

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

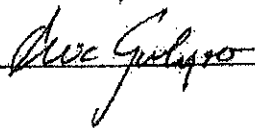
SEE ATTACHED

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE



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

SIGNATURE



DATE

1/20/20

GUIDELINES FOR APPLYING FOR A BOARD, COMMITTEE OR COMMISSION

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

Eric Galipo
Statement of Interest

I first came to Asbury Park as a child, when my family moved to the city in 1985. Over the past 30 years, I have witnessed the evolution of the city and my experiences growing up in Asbury Park were instrumental in my choice to become a professional urban designer and planner. I feel the city is at a critical juncture, where the needs of long-term residents must be balanced with an openness to welcoming new residents and investment in our city. I feel my personal experiences as a resident of Asbury Park, and my professional experience as an urban designer and planner would allow me to contribute positively to the future development of our city.

In my professional practice, I have significant experience in public space design, transit-oriented development, public space design, arts and cultural planning, and complete streets implementation. I am also well versed in understanding the interactions between community outreach, public process, master planning and zoning regulations. I have worked with cities and institutions on a range of projects including master plans, rezoning and land use planning, design standards, revitalization and economic planning, and architectural design. I feel my professional experiences have given me a perspective that accounts for both the big picture and the intricacies of site design. I would relish the opportunity to help apply this experience to the betterment of my hometown.

I am a member of the American Institute of Certified Planners and accredited by the US Green Building Council as a LEED Professional with a specialty in building design and construction (BD+C), and I am in the process of exams to be a registered architect in the state of NY. Over the past 3 years I have served as a member in good standing with the Asbury Park Zoning Board, I am also a trustee of the Sunset Lake Park Conservancy, and a founding member of the Asbury Park Complete Streets Coalition.

I have attached a CV and some portfolio samples to give a better sense of the range of design and planning experience I am prepared to bring to the commission.

Eric Galipo, AICP LEED AP BD+C

50 Glenwood Ave, Unit 308
Jersey City, NJ 07306

eric.galipo@gmail.com
646.549.0044

Employment History

2019 - Present	FCA Director of Urban Planning & Design
2016 - 2019	FXCollaborative Associate / Urban Design Project Manager
2015 - 2016	Cooper Robertson Associate
2013 - 2015	Beyer Blinder Belle Associate
2009 - 2015	NYU - Wagner Assistant Adjunct Professor of Urban Design
2007 - 2013	H3 Hardy Collaboration Architecture Associate
2006 - 2007	NYC Department of City Planning Urban Planner I (Brooklyn Office)
1999 - 2004	GlaxoSmithKline Analytical Chemist / Programmer

Education

2006:	New York University Master of Urban Planning
1999:	North Carolina State University B.S., Biochemistry, Cum Laude
1999:	North Carolina State University B.A., Chemistry, Cum Laude

Project Types

Cultural + Performing Arts Planning
Public Space Design + Planning
Higher Education + Campus Planning
Streetscape + Public Realm
Development + Feasibility Analysis

Resiliency + Sustainability
Building Programming + Planning
Zoning + Development Analysis
Outreach + Participatory Planning

Selected Projects

30th Street Station Office Optimization + Programming Study
Moynihan Train Hall + Penn Station Programming Study
Asbury Park Waterfront Vision Plan
Amazon HQ2 - NYC Economic Development Corporation
International School Group Master Plan
Dept. of Homeless Services Development Opportunity Analysis
ESDC Downtown Revitalization Initiative
Dulwich Academy Programming Study
University of Delaware Master Plan - Phase 1
Phillips Academy Andover Master Plan
Caramoor Center For Music + The Arts Master Plan
Water Street P.O.P.S. Upgrade Study
New York Rising - Community Reconstruction Program
A New Penn Station Design Challenge
Military Park Master Plan + Redevelopment
New York Botanical Garden - Native Plant Garden Pavillions

Philadelphia, PA
New York, NY
Asbury Park, NJ
New York, NY
Dammam, Saudi Arabia
New York, NY
Westbury, NY
Brooklyn, NY
Newark, DE
Andover, MA
New York, NY
New York, NY
Queens, NY
New York, NY
Newark, NY
Bronx, NY, Bronx, NY

Eric Galipo, AICP LEED AP BD+C

50 Glenwood Ave, Unit 308
Jersey City, NJ 07306

eric.gallipo@gmail.com
646.549.0044

Technical Skills

3d Modeling	SketchUP, Rhino, Grasshopper
Rendering	Podium, Maxwell, Vray, Photoshop
GIS	ESRI ArcMap
Adobe Creative Suite	Illustrator, Photoshop, InDesign
BIM	Revit
CADD	AutoDesk
MS Office	Word, Excel, Powerpoint, Access

Professional Activities and Memberships

American Planning Association
NCARB/IDP (in progress)
American Institute of Certified Planners
Institute for Urban Design, Fellow
USGBC - LEED AP BD+C
Asbury Park Zoning Board, Member
Sunset Lake Park Conservancy, Trustee
Asbury Park Complete Street Coalition, Founding Member



RESOLUTION NO. 2020-131

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

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT OF THE CITY OF ASBURY PARK

Whereas, pursuant to N.J.S.A. 40:55D-69, *et seq.*, and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

Whereas, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

Whereas, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

Whereas, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

Whereas, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of the date of this resolution.

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. Effective as of the date of this resolution, the following resident(s) of the City of Asbury Park is/are hereby appointed as regular member(s) of the Zoning Board of Adjustment, for a term of four (4) years:

Timothy Szlyk-Term to expire on December 31,2020

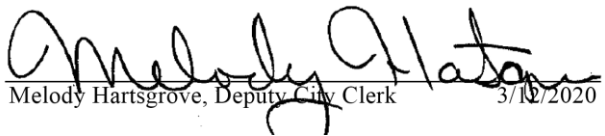
2. Effective as of the date of this resolution, the following resident(s) of the City of Asbury Park is/are hereby appointed as alternate member(s) of the Zoning Board of Adjustment, for a term of two (2) years:

Bonnie Nach-Alternate#1-Term to expire December 31,2021

2. A certified copy of this Resolution shall be provided to each of the following:
- a. Each Appointee referenced above.
 - b. Zoning Board of Adjustment Secretary.
 - c. Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-131 which was finally adopted by the City Council at a meeting held on the 11th day of March, 2020

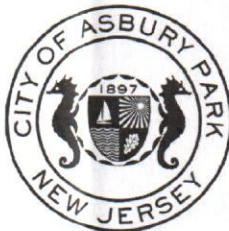
CERTIFIED BY ME THIS 12th DAY OF March, 2020.


Melody Hartsgrove, Deputy City Clerk 3/12/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

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



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

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD OR COMMISSION

PERSONAL INFORMATION

Name: Bonnie Nach

Home Address: 302 Deal Lake Drive, #24, Asbury Park, NJ 07712

Phone Number (one you can be reached at majority of time): 201-956-5208

Email Address: bon929@gmail.com

Do you resident within the City of Asbury: ☒ Yes ☐ No

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

EXPERIENCE (attached Resume optional):

Civic Activities (Include other Boards/Commissions): I was the President of my condo board
for approximately 2 years.

EDUCATION: Bachelor of Arts, Communications, State University of New York, New Paltz

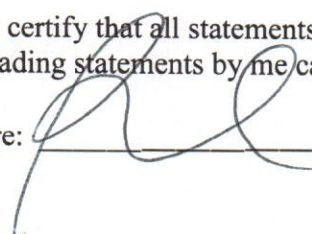
STATEMENT OF INTEREST (Please list the Boards/Commissions you are interested in serving, experience you may have and why you wish to serve on a particular Board/Commission:

I am interested in serving on the Zoning Board. I am a Certified Real Estate Appraiser and have been certified for 17 years. I have extensive experience in Highest and Best Use analysis. Each appraisal completed has a full zoning analysis in which I must interpret zoning ordinances.

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE ON A BOARD OR COMMISSION:

None known

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

Signature: 

Date: 2/9/2020



**Asbury Park, New Jersey
ORDINANCE NO. 2020-5**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 7-14, ENTITLED
“PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS,” OF
CHAPTER VII, “TRAFFIC,” OF THE “CODE OF THE CITY OF ASBURY PARK,
NEW JERSEY” ACCORDINGLY**

WHEREAS, the City of Asbury Park (the “City”) previously designated certain regulations prohibiting parking during certain hours on certain streets, as set forth in Section 7-14, entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, on February 6, 2018, the Asbury Park Zoning Board of Adjustment adopted a Resolution memorializing the approval of a development application made by College Achieve Charter Public Schools, Inc. (also referenced as the “applicant”), relative to the property located at 508 Third Avenue (Block 3404, Lot 4), to operate a Charter School at said location; and

WHEREAS, one of the conditions of said approval required the applicant to diligently proceed to obtain approval of the Mayor and Council to create a no parking zone in a specific area along Grand Avenue which is adjacent to the proposed Charter School; and

WHEREAS, the Mayor and Council wish to approve this request, and hereby wish to amend and supplement the City Code as set forth below.

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 a new restriction related to prohibited parking during certain hours on Grand Avenue is hereby established as set forth herein.

BE IT FURTHER ORDAINED, that Subsection “Monday Through Friday,” of Section 7-14 entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to add the following (additions are shown with underline):

CHAPTER VII

TRAFFIC

7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for.

Monday Through Friday

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Location</i>
<u>Grand Avenue</u>	<u>West</u>	<u>7:30 a.m. to 8:00 a.m.; and 3:30 p.m. to 4:00 p.m.</u>	<u>Beginning at a point 25 feet south of the Southwest corner of Third Avenue and Grand Avenue, and extending in southerly direction to a point 120 feet south therefrom.</u>

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, 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 the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, 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, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-5 which was finally adopted by the City Council at a meeting held on the 7th day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-6**

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

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

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

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

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

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

§ 28-1.8 Nuisances.
[2000 Code § 28-1.8]

- b. Nuisance Declared. The following matters, things, conditions, or acts are hereby declared to be a nuisance and injurious to the health of the inhabitants of this City:

11. Abandoned Motor Vehicles.

- b) Definitions. As used in this section:

ABANDON (with respect to public streets, public highways and public property)

shall mean and include, any motor vehicle which:

- (1) Is parked without the current year's registration or identification markers as required by law; or
- (2) Is so disabled as to constitute an obstruction to traffic, and the driver or

person owning or in charge thereof neglects or refuses to move the same to a place where it will not obstruct traffic; or

(3) Is found to be mechanically inoperative for a period of seven (7) days; or (4) Is found without one (1) or more tires, or is found with one (1) or more flat tires, for a period of seven (7) days.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-6 which was finally adopted by the City Council at a meeting held on the 7th day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-7**

**AN ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY,”
IN ORDER TO ESTABLISH A NEW CHAPTER THEREOF, TO BE KNOWN AS
CHAPTER XXVII, ENTITLED “IDENTIFICATION CARD PROGRAM.”**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) hereby recognize that many residents and members of the local homeless population within the City and surrounding areas do not have access to various forms of identification, and thus have difficulty gaining access to rehabilitation programs, social services, housing programs, drug and alcohol treatment, health care services, mental health services, and/or other programs, services and/or opportunities; and

WHEREAS, with this concern in mind, the Mayor and Council believe that the availability of City of Asbury Park Social Services identification cards will be helpful to the displaced and disenfranchised populations, youths, immigrants, domestic abuse victims, transgender people, and other individuals; and

WHEREAS, the Mayor and Council believe that the availability of City of Asbury Park Social Services identification cards will be positive, and productive for many locally indigent, homeless and other individuals, as well as consumers of mental health services and the addicted populations, along with other residents of the City; and

WHEREAS, the Mayor and Council therefore wish to enact the within Ordinance in order to establish the City of Asbury Park Social Services Identification Card Program, along with related regulations.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to establish a new Section thereof, to be known as Chapter XXVII, entitled “Identification Card Program,” as follows:

CHAPTER XXVII

IDENTIFICATION CARD PROGRAM

27-1 Established.

The City of Asbury Park hereby establishes a City of Asbury Park Social Services Identification Card Program, under which identification cards shall be issued to individuals who can provide their identity and residency in accordance with the terms of this Chapter.

The Administering Department, as set forth below, shall be designated as the department charged with administering the City of Asbury Park Social Services Identification Card Program and issuing such policies and procedures necessary to effectuate the purposes of this Chapter, including the designation of access sites where applications for such cards shall be made available for pick-up and submission. The Administering Department shall also make the applications available online.

27-2 Definitions.

As used in this Section:

Administering Department shall mean the City of Asbury Park Social Services Department. The Administering Department shall be charged with the duties set forth in this Chapter.

Applicant shall mean the any person who applies to the Administering Department for a City of Asbury Park Social Services Identification Card.

City of Asbury Park Social Services Identification Card shall mean an identification card issued by the City of Asbury Park Department of Social Services that shall, at a minimum, display the cardholder's photograph, name, date of birth, address, signature, and date of issuance and expiration. At the cardholder's option, the identification card may display the cardholder's self-designated gender.

Care Address shall mean the address of any hospital, private or public shelter, non-profit or religious institution known to the City of Asbury Park Social Services Department serving homeless individuals or victims of domestic violence.

Care Address Letter shall mean a letter from an entity capable of providing a Care Address, as defined above, indicating that an applicant has received services from the entity for the past five (5) days and may use that entity's address for mailing purposes dated within five (5) days. The address on the card will be "Care Of" the organization.

Client shall mean any person who can establish that he, she or they is/are a current client of the City of Asbury Park Department of Social Services.

27-3 Issuance of Identification Cards; Display; Term; Fee.

a. The City of Asbury Park Social Services Identification Card program shall be available to any resident or client of the City of Asbury Park Department of Social Services, regardless of his, her or their race, color, creed, age, national origin, alienage or citizenship status, gender, sexual orientation, gender identity, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident or client is able to meet the requirements for establishing his, her or their identity and residency as set forth in this Chapter and of any applicable policies and procedures established by the Administering Department.

b. The City of Asbury Park Social Services Identification Card shall display, at minimum, the applicant's full name, photograph, address, date of birth signature, card issue and expiration dates.

1. The Administering Department shall, through policy and procedures it establishes as required by this Chapter, create guidelines to protect the address of victims of domestic violence or alternate requirements for applicants who lack a permanent address.

2. Such identification card shall, at the cardholder's option, display the cardholder's self-designated gender.

3. Such identification card shall be designated in a manner to deter fraud which may include: bar codes, serial numbers, watermarks, City Seal, and other security measures.

c. The City of Asbury Park Social Services Identification Card is valid for two (2) years from date of issuance.

d. A resident age fourteen (14) years or over may apply for an Identification Card with the consent of his, her or their parent or legal guardian. In the absence of such parental or guardian consent, the minor applicant may receive consent from a court of competent jurisdiction.

e. The fee for the issuance of the City of Asbury Park Social Services Identification Card shall be ten dollars (\$10.00) for adults and five dollars (\$5.00) for children, veterans, the disabled, and senior citizens. Replacement cards will be five dollars (\$5.00). The Administering Department may adopt rules and permit residents who cannot afford to pay such fee(s) to make a hardship application and to be granted a full or partial waiver of the fee.

f. The Administering Department may in full or in part waive the fee for the City of Asbury Park Social Services Identification Card, if an applicant can establish a hardship exemption. Applicants may file for a hardship exemption waiver during the intake process. In order for an applicant to be granted a hardship waiver, the applicant must demonstrate one of the following circumstances:

1. Applicant is currently homeless;
2. Applicant has proof of eviction within the last three (3) months and has not been able to relocate;
3. Applicant has recently reported domestic violence;
4. Applicant has proof of substantial debt caused by medical expenses within the last twelve (12) months;
5. Applicant is currently unemployed;

6. Applicant has filed for bankruptcy within the last six (6) months;
7. Applicant's current household income is at or below 15% of the federal poverty level; or
8. Applicant currently receives one of the following: Supplemental Nutrition Assistance Program (SNAP), or SSI, or TANF. The applicant shall provide proof in the form of a letter, notice or another official document containing the name of the agency granting the benefit, the name of the recipient of the benefit and the name of the benefit received; or
9. Any other documentation or circumstances that the Administering Agency deems acceptable.

27-4 Proof of Residency and Identity.

In order to obtain a City of Asbury Park Social Services Identification Card, an applicant must establish his, her or their identity and/or residency/homelessness as follows:

a. Proof of Identity. The City of Asbury Park Social Services Identification Card Program will use a point system as promulgated by the Administering Department, to determine if applications are able to provide identity and residency (or homelessness). The Administering Department, through its policies and procedures, shall determine the point value allocated to each type of document provided in this paragraph, and require that, at a minimum, an applicant produce more than one of the following documents in order to establish identity:

1. A U.S. or foreign passport;
2. A U.S. driver's license;
3. A U.S. state identification card;
4. A U.S. permanent resident card;
5. A consular identification card;
6. A photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country;
7. A certified copy of U.S. or foreign birth certificate;

8. A Social Security card;
 9. A national identification card with photo, name, address, date of birth, and expiration date;
 10. A foreign driver's license;
 11. A U.S. or foreign military identification card;
 12. A current visa issued by a government agency;
 13. A U.S. Individual Taxpayer Identification Number (ITIN) authorization letter;
 14. An Electronic Benefit Transfer (EBT) card;
 15. An Expired State ID or Driver's license; or
 16. Any other documentation that the Administering Agency deems acceptable.
- b. If the individual is a minor, proof must be furnished, on behalf of said minor, by the individual's parents or legal guardian or by a court of competent jurisdiction.
- c. Proof of Residency or homelessness. In order to establish residency or homelessness, an applicant must present one or more of the following items showing both the applicant's name and residential address or last permanent address:
1. A utility bill;
 2. A local property tax statement or mortgage payment receipt;
 3. A bank account statement;
 4. Proof that the applicant has a minor child currently enrolled in a school located within the City;
 5. An employment pay stub;

6. A jury summons or court order issued by a state or federal court;
 7. A federal or state income tax or refund statement;
 8. An insurance bill (homeowner's, renter's, health, life, or automobile insurance);
 9. Care Address Letter confirming residency; or
 10. Any other document the Administering Department determines is acceptable which shall be set forth in its policies and procedures it promulgates.
- d. The Administering Department shall create, through its policies and procedures, alternative methods to establish residency, notwithstanding the lack of a fixed address.
- e. All City of Asbury Park departments shall accept the City of Asbury Park Social Services Identification Card as proof of identity and residence, if a resident, for access to services and benefits unless such acceptance is prohibited by federal or state law or unless the department or authority has reason to suspect fraud by the purported cardholder.

27-5 Confidentiality.

The records relating to the application and issuance of the City of Asbury Park Social Services Identification Cards shall be maintained in accordance with law. The Administering Department shall not retain original or copies of documents provided by an applicant to prove identity or residency when applying for a City of Asbury Park Social Services Identification Card. Supporting documents supplied may be scanned in and retained as a part of the application process.

The City shall make its best efforts to protect the confidentiality of all City of Asbury Park Social Services Identification Card applicants to the maximum extent allowable by federal and state law. The City shall not disclose personal information obtained from an applicant to any individual, or public or private entity, unless: (1) required by a court of competent jurisdiction; (2) authorized in writing by the individual to whom such information pertains; (3) by an individual's parent or legal guardian when the individual is a minor or is otherwise not legally competent; or (4) for the City's limited purpose of administering the program or determining or facilitating the applicant's eligibility for additional benefits, services or care, provided that such disclosure is made in accordance with all applicable federal and state privacy regulations.

27-6 Disclaimer.

The City of Asbury Park is providing the City of Asbury Park Social Services Identification Card for identification and access for holders of the ID to obtain services to

access for their varied social services and behavioral needs. The City does not act as guarantor or warrantor either of the information provided by the applicant for the City of Asbury Park Social Services Identification Card or against any acts, criminal or otherwise, committed by the individual(s) while possessing or using the Identification Card. The City does not waive any of its protections afforded under federal, state or local laws, including but not limited to the immunities under the New Jersey Tort Claims Act N.J.S.A. 59:1-1, *et seq.*, by processing or issuing the City of Asbury Park Social Services Park Identification Card.

The Administering Department shall submit a report to the Mayor and the Council on the status of the Identification Card program by June 30th of each year, or at the request of the Mayor and City Council or City Manager.

27-7 Violations and Penalties.

a. Altering or intentionally damaging the City of Asbury Park Social Services Identification Card, using another person's Identification Card, or allowing the cardholder's Identification Card to be used by another person may result in confiscation of the card and is in violation of N.J.S.A. 2C:28-7. Submission of false statements to obtain a City of Asbury Park Social Services Identification Card is a violation N.J.S.A. 2C:21-4 and is punishable by applicable law.

b. Any person who violates the provisions of this chapter, exclusive of the violations set forth under N.J.S.A. 2C:28-7 and N.J.S.A. 2C:21-4, shall be subject to the general penalty provisions set forth in Section 1-5 of this Code.

BE IT FURTHER ORDAINED, that all ordinances and resolutions or parts thereof inconsistent with this ordinance shall be deemed repealed.

BE IT FURTHER ORDAINED, that if any chapter, section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the chapter, section, paragraph, subsection, clause or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately upon its passage and publication in accordance with law following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-7 which was finally adopted by the City Council at a meeting held on the 25th day of March, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 11, 2020
WORK SESSION

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	Absent	
Melody Hartsgrove	Deputy City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

Proclamation

1. Recognizing Asbury Park Concert Band Diamond Jubilee
Asbury Park Concert Band Diamond Jubilee proclamation presentation rescheduled to June 2020.
2. Recognizing League of Women Voters Southern Monmouth County
Deputy Mayor Quinn presented proclamation to the League of Women Voters of Southern Monmouth County.

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

City Manager had no report on issues from prior council meeting.

Special Event Applications

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

Energy Savings Improvement Program: Dawn Zimmer

Dawn Zimmer delivered a presentation on Energy Savings Improvement Program.

Items to be presented by: Michael Manzella, Director of Transportation

Director of Transportation, Michael Manzella delivered an update on Electric Vehicle charging stations.

1. Electric Vehicle Charging Station Update

Review of Agenda Items for March 11th Regular Meeting

City Manager, Donna Vieiro reviewed the agenda items for the March 11th Regular meeting.

Matters from City Council

Mayor and Council presented checks from Joseph Pallotto and the Asbury Park Fishing Club to the following organizations: \$2,000 to the Asbury Park Little League, \$500 to the Asbury Park Boys and Girls Club (Big Brothers, Big Sisters of Monmouth County), \$500 to Asbury Park Recreation Trust Fund, Asbury Park Boardwalk Rescue, Asbury Park Fireman's Fund, and Asbury Park Toy Drive.

Council member Chapman, stated that there will be a Deal Lake clean up on Saturday, March 28th from 9AM to 12PM. Volunteers are to meet at the AP boat ramp where supplies will be provided. There will also be free coffee from Booskerdoo.

Council member Clayton, stated that on Thursday, March 26th at the Oceans Family Success Center, there will be a community CPR Training and a pediatrician on hand to answer any questions. Hours are 3:30PM to 5PM at 1201 Springwood Ave.

Council member Kendle, stated he had no matters to discuss at this time.

Deputy Mayor Quinn, stated Asbury Park is hiring seasonal lifeguards/EMTs, gate guards, and cashiers. The City is also hiring seasonal Department of Public Works workers, if you are interested visit the website to apply. She also thanked Garrett Giberson and Council member Chapman for an amazing job on the St. Patrick's Day parade.

Mayor Moor, announced the cancellation of the March 14th Mayor's Wellness Committee March Madness Basketball Tournament. A new date will be announced in the future.

Matters from City Manager

City Manager Donna Vieiro, discussed Ordinance 2020-7 and the "Identification Card Program."

Matters from City Attorney

City Attorney Frederick Raffetto had no matters at this time.

Regular Meeting begins at 7 p.m.

We will take a short recess and the regular meeting will begin at 7:00PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, March 11, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-116 Resolution Authorizing a Meeting Which Excludes the Public

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

CONTRACT NEGOTIATIONS

1. Subsequent Redeveloper Agreement for 202 Seventh Avenue (City of Asbury Park, Asbury Partners, LLC., and 202 Seventh Avenue, LLC.).
2. Modifications to Micromobility Agreement (Zagster, Inc.)

POTENTIAL LITIGATION

1. U.S. Department of Housing and Urban Development/APHA-101
Memorial Drive-Property Transfer

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	

Frederick Raffetto	City Attorney	Present	
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Deputy City Clerk Melody Hartsgrrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion was made by Council Member Kendle to open the meeting to the public and seconded by Council Member Chapman and all in favor to open the meeting. The following members of the public spoke: Terry Bush from the League of Women Voters of Southern Monmouth County, Terika Jones of Neptune Twp., Diane Raver, Ernest Mignoli, Dave Morton, Sylvia Sylvia, Pamela Lamberton, Rita Marano, and Louise Murray. A motion was made by Mayor Moor and seconded by Council Member Chapman to close the meeting to the public. All in favor.

MINUTES

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

1. Municipal Council-Executive Session Feb. 26,2020 3:30 PM
2. Municipal Council - Work Session - Feb 26, 2020 6:00 PM
3. Municipal Council - Regular Meeting - Feb 26, 2020 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2020-117 Resolution Approving Special Event Applications

2020-118 Sustainable Land Use Pledge

2020-119 Authorize Submission of a Grant Application to the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, Under the Udrive. Utext. Upay. Distracted Driving 2020 Crackdown Grant

INDIVIDUAL RESOLUTIONS

2020-120 Resolution Approving Payment of Bills

Council member Chapman abstained from 20-00278.

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

2020-121 Resolution Amending Temporary Budget Appropriations for 2020 Budget

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

2020-122 Awarding of Contract to PNE, LLC For HVAC Unit to Be Installed at Community Affairs Resource Center 913 Sewall Avenue Asbury Park

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

2020-123 Resolution Amending Contract with T&M for Heck Street Services Via Change Order Number 1

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

2020-124 Award of a Contract for the Design and Construction Administration and Inspection of Citywide Wayfinding Signage within the Transit Village area of the City of Asbury Park

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

2020-125 Resolution Awarding of a contract to Whitfield Schneider Enterprises for Boiler Replacement at the Wastewater Treatment Plant

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

2020-126 Awarding of a Contract to Millennium Communications Group for DPW Cameras

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

2020-127 Reimbursement and Payment to The Boys & Girls Club of Monmouth For the Installation of An HVAC Unit Purchased from Air Dynamic Systems

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

2020-128 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with 202 Seventh Avenue, LLC for the development of property located at Block 4201, Lots 3 & 4 (202-204 Seventh Avenue)

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

2020-129 A Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To 202 Seventh Avenue, LLC Regarding residential development on Block 4201, Lots 3 & 4; 202-204 Seventh Avenue, And Referring The Matter To The Planning Board For Appropriate Approvals

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

2020-130 Appointing Members to the Planning Board (Class IV)

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

2020-131 Appointing Members to the Zoning Board of Adjustment of the City of Asbury Park

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

ORDINANCES

Introduction

2020-5 An Ordinance Amending and Supplementing Section 7-14, Entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” Accordingly

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-6 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-7 An Ordinance of The City of Asbury Park Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Establish A New Chapter Thereof, To Be Known as Chapter XXvii, Entitled “Identification Card Program.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/25/2020 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk